Roseville Electric Building,
116 S. Grant Street, 1st Floor

roseville.ca.gov

The City of Roseville welcomes your participation.

Meeting Schedule: Regular meetings of the City Council are held on the first and third Wednesday of each month at 6:00 p.m.

Two Public Comment Periods for Non-Agenda Items: A total of twenty-five (25) minutes is allotted for public comments. At the beginning and end of the meeting, each speaker has three (3) minutes to address the Mayor/Chair on issues that are not listed on the agenda and are within the City's jurisdiction. Please submit a yellow speaker card to the City Clerk before the item is heard if you wish to make a comment. You will still have an opportunity to comment if you haven't filled out a yellow speaker card.

Brown Act: The City Council cannot discuss or act on items not listed on the agenda. Public Comment on Agenda Items: Each speaker has five (5) minutes to address items that are listed on the agenda.

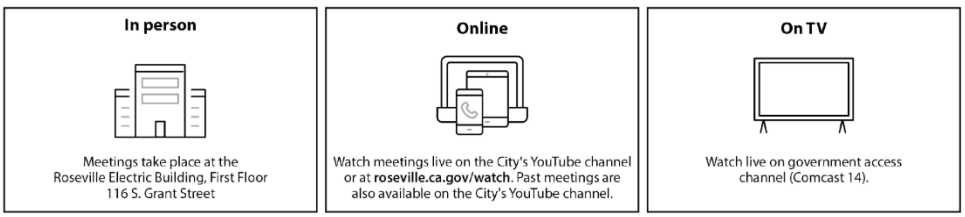
Levine Act Provisions: If you've made a campaign contribution totaling more than $500 ($250 prior to January 1, 2025) to City Council Members in the last twelve (12) months, you must disclose it before addressing an item on the agenda. Please visit Levine Act – City of Roseville for updated forms and information.

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

Americans with Disabilities Act: If special assistance is required to participate in a meeting, including the need of auxiliary aids or services, please notify the City Clerk at least 72 hours in advance of the meeting. City Clerk 311 Vernon Street cityclerkroseville@roseville.ca.us 916-774-5263 TDD: 916-774-5220

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

Viewing Options: The City of Roseville provides three options for viewing meetings:



Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Roccucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

AMENDED AGENDA

City Council /Housing Authority/Finance Authority/
Natural Gas Financing Authority Meeting
June 17, 2026
6:00 PM
Roseville Electric Building,
116 S. Grant Street, 1st Floor

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MEETING PROCEDURES

V. PRESENTATION

1. Placer County 175th Anniversary Recognition

Summary: Placer County Supervisor Bonnie Gore with a presentation recognizing Placer County's 175th anniversary celebration.

CONTACT: Rob Baquera 916-746-1170 rbaquera@roseville.ca.us

VI. PUBLIC COMMENTS

This is the first opportunity to make a public comment on non-agenda items.

VII. CONSENT CALENDAR

2. On-Call Landscape Construction Services - Contract Purchase Agreement (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of a contract purchase agreement with Clearwater Construction Services, Inc. in the amount of $500,000 per year to provide on-call landscape construction services to meet on-demand project needs for Parks, Recreation & Libraries related to Americans with Disabilities Act (ADA) improvements, safety repairs and other small retrofits. Work performed under this agreement will utilize developer fees, capital rehabilitation funding and/or capital improvement projects.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-198 approving a contract purchase agreement, by and between the City of Roseville and Clearwater Construction Services., and authorizing the City Manager to execute it on behalf of the City of Roseville.

3. Landscaping Bark and Playground Fiber (RFP 13-181) - Contract Purchase Agreement (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK MAINTENANCE)

Summary: Staff recommend approval of a contract purchase agreement with Applied Landscape Materials Inc., for the purchase and installation of landscape bark mulch and playground fiber materials. The agreement includes a base term of one year with four (4) optional one (1) year renewals in the amount of $800,000 per year, for a total contract amount of $4,000,000. Funding will come from the Parks, Recreation & Libraries Department, Community Facilities District and Lighting and Landscape District operating budgets.

CONTACT: Russell Soares 916-746-1783 rsoares@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-195 approving a contract purchase agreement, by and between the City of Roseville and Applied Landscape Materials Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

4. John Byouk Park - Notice of Completion (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the Notice of Completion for the John Byouk Park Project. The total cost of the construction contract with Abide Builders, Inc. is $2,349,505. Funding for this project was included in the Neighborhood Park – Sierra Vista Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-220 accepting the Public Work known as John Byouk Park Project, approving the "Notice of Completion", and authorizing Parks, Recreation and Libraries Director to execute said Notice on behalf of the City of Roseville.

5. Monument Sign System Replacement - Sole Source Contract Purchase Agreement Amendment (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK MAINTENANCE)

Summary: Staff recommends approval of a sole source contract purchase agreement amendment with Illuminated Creations, Inc. dba Ellis & Ellis Sign Systems in the amount of $99,500 to provide monument sign replacements. The amendment includes the need for additional contract authority for the replacement of aging infrastructure and signage. Funding is

included in the North Central, Riverside, Woodcreek East, North Roseville and North Roseville Community Facilities District budgets.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-245 approving a sole source contract purchase agreement amendment #2, by and between the City of Roseville and Illuminated Creations, Inc. dba Ellis & Ellis Sign Systems, and authorizing the City Manager to execute it on behalf of the City of Roseville.

6. **Roseville Aquatics Complex Renovation Project - Approve Plans and Specifications and Authorize Staff to Call for Bids** (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the plans and specifications for the Roseville Aquatics Complex Renovation Project and authorize staff to call for bids. The project scope includes replastering of the competition pool and upgrades to the locker rooms and restrooms. The project is estimated to cost $3,300,500 for construction and is funded in the proposed FY2026-27 budget in the Parks Recreation and Libraries Capital Projects Fund, with funding provided by the FY2024-25 General Fund year-end budget surplus. There will be no increase in maintenance costs and no General Fund impact.

CONTACT: Heather Buck 916-774-5254 hcbuck@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the plans and specifications for the Roseville Aquatics Complex Renovation Project and authorize staff to call for bids.

7. **The Rocky Ridge Road Landscape Improvement Project - Notice of Completion** (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the Notice of Completion for the Rocky Ridge Road Landscape Improvement Project. The total cost of the construction contract with WABO Landscape & Construction, Inc. is $1,142,840. Funding for this project was approved using FY2022-23 General Fund year-end budget surplus to fund the Rocky Ridge/Cirby Streetscape and Sunrise Greenway Improvements Project.

CONTACT: Josh Cervantes 916-746-1233 jrcervantes@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-208 accepting the Public Work known as The Rocky Ridge Road Landscape Improvement Project, approving the "Notice of Completion", and authorizing the Parks, Recreation and Libraries Director to execute said Notice on behalf of the City of Roseville.

8. **Goat Grazing Services - Contract Purchase Agreement and Amendment** (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK MAINTENANCE)

Summary: Staff recommends approval of a contract purchase agreement amendment and contract purchase agreement with Ecosystem Concepts Inc., increasing the previously approved amount of $485,595 to $581,916 for the current fiscal year and up to $690,338 for the previously approved Fiscal Year 2026-27 renewal to provide grazing of nearly 1,700 acres of land through City preserves and open space. Funding is included in the General Fund and Open Space Fund FY2025-26 and FY2026-27 budgets.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-231 approving a contract purchase agreement amendment and a contract purchase agreement, by and between the City of Roseville and Ecosystems Concepts Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

9. **Securing Facilities Services (RFP 13-184) - Contract Purchase Agreement** (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK MAINTENANCE)

Summary: Staff recommends approval of a contract purchase agreement with CALTAC Security, to visit and secure parks and facilities, restrooms, and gates, outside of normal business hours. The agreement is in the amount of $80,406, which includes a 10% contingency. Staff additionally requests authority for the City Manager or his designee to execute four optional one-year renewals without further City Council approval, provided the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City. Funding for each year's annual contract will be included in the Parks, Recreation & Libraries Department in the General Fund and Community Facilities Districts operating budgets.

CONTACT: Russell Soares 916-746-1783 rsoares@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-199 approving a contract purchase agreement, by and between the City of Roseville and CALTAC Security Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

10. **Salary Schedule Update, Side Letter Agreement with Roseville Police Association and Addendum to the Management/Confidential Terms, Conditions and Understandings** (HUMAN RESOURCES DEPARTMENT)

Summary: As part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community, staff recommends that the City Council adopt an ordinance to approve the administrative correction to the International Brotherhood of Electrical Workers, Local 1245 (IBEW) A & B salary schedules to update the Senior Electric Line Troubleshooter salary range. In addition, staff recommends an Addendum to the Management/Confidential

Terms, Conditions, and Understandings for Management/Confidential employees related to special compensation language amendments to comply with CalPERS requirements, and a side letter agreement between the City of Roseville and the Roseville Police Association to also address amendments to special compensation language to meet CalPERS requirements. The estimated cost of the administrative correction to the IBEW salary schedules for the Senior Electric Line Troubleshooter is $1,906 to the Electric Fund for the remainder of FY2025-26, all of which can be absorbed by existing appropriations; therefore, no budget adjustment is required at this time. Beyond this fiscal year, the recommended changes have an annual ongoing impact of $9,909 to the Electric Fund.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7084 amending Ordinance 7065, the Salary Ordinance for personnel represented by the International Brotherhood of Electrical Workers, Local 1245, as amended by Appendix "B" to be effective April 18, 2026,as an urgency measure; and

b. Adopt Resolution No. 26-249 approving an addendum to the Terms, Conditions, and Understandings for Management and Confidential Employees, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

c. Adopt Resolution No. 26-250 approving a side letter to the Memorandum of Understanding for Employees represented by the Roseville Police Association, and authorizing the City Manager to execute it on behalf of the City of Roseville.

11. Federal Advocacy Services - Professional Services Agreement Amendment (PUBLIC AFFAIRS AND COMMUNICATIONS DEPARTMENT)

Summary: Staff recommends approval of an amendment to the professional services agreement with The Ferguson Group to provide federal advocacy services for City departments other than the utility departments. The amendment does not increase the total annual cost for professional services. The total annual contract amount will remain at $90,600, consistent with the prior fiscal year. With this fourth amendment to the contract, the total not-to-exceed amount is $453,000. Funding for this agreement is included in the proposed FY2026-27 budget in the General Fund.

CONTACT: Rob Baquera 916-746-1170 rbaquera@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-194 approving a fourth amendment to the professional services agreement, by and between the City of Roseville and The Ferguson Group and authorizing the City Manager to execute it on behalf of the City of Roseville.

12. Roseville Parkway Widening Phase 1 Project - Agreements for Acquisition of Real Property (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECTS)

Summary: Staff recommends approval of the agreements for Acquisition of Real Property with CL Creekside Plaza North CA LP, a Delaware limited partnership in the amount of $153,789 and with Source Investments, LLC in the amount of $74,000 for the purchase of property for the Roseville Parkway Widening - Phase 1 Project. The scope of the Project consists of widening portions of Roseville Parkway from West Drive to Creekside Ridge Drive and adding a third left-turn lane at southbound Pleasant Grove Boulevard onto eastbound Roseville Parkway. The construction of the project is estimated to cost $3.6 million and will be primarily funded by the special tax revenue generated in the North Central Roseville Community Facilities District No. 1. No General Fund resources will be used for the project.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-246 approving an agreement for Acquisition of Real Property, by and between the City of Roseville and CL Creekside Plaza North CA LP, and authorizing the City Manager to execute it and all related escrow documents on behalf of the City of Roseville; and

b. Adopt Resolution No. 26-247 approving an administrative settlement agreement for acquisition of real property, by and between the City of Roseville and Source Investments, LLC, and authorizing the City Manager to execute it and all related escrow documents on behalf of the City of Roseville; and

c. Adopt Resolution No. 26-248 approving an easement variance and modification agreement, by and between the City of Roseville and Source Investments, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

13. Zero Emission Charge Depot Project Phase 2 - Contract Purchase Agreement (PUBLIC WORKS DEPARTMENT - FLEET)

Summary: Staff recommends awarding a contract purchase agreement with Vasko Electric Inc. in the amount of $292,013, plus 15% change order authority, for the installation of Electric Vehicle Charging Stations for the Zero Emissions Charge Depot, Phase 2. This phase includes the remaining level 2 chargers required to fully support the City's light-duty fleet at the Roseville Corporation yard. Funding for this work was allocated in Fiscal Year (FY) 2025-26 in the Corporation Yard Charge Depot - Light Duty - Phase 2 project budget, funded by the Fleet Operations Fund. No General Fund resources are being used for this project. This investment represents a continued, strategic advancement of the City's long-term fleet electrification goals and ensures the necessary infrastructure is in place to reliably support zero-emission operations.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-196 approving a contract purchase agreement, by and between the City of Roseville and Vasko Electric Inc. and authorizing the City Manager to execute it on behalf of the City of Roseville.

14. School Crossing Guards for Roseville City School District - Memorandum of Understanding (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends approval of a Memorandum of Understanding with Roseville City School District for reimbursement of three school crossing guards for $27,900 in 2026-27, $28,800 in 2027-28, and $29,700 in 2028-29 school years. Funding is included in the Public Works/Alternative Transportation budget. No General Fund resources are used for this service.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-234 approving a Memorandum of Understanding, by and between the City of Roseville and Roseville City School District, and authorizing the City Manager to execute it on behalf of the City of Roseville.

15. School Crossing Guards for Dry Creek Joint Elementary School District - Memorandum of Understanding (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends approval of a Memorandum of Understanding with Dry Creek Elementary School District for reimbursement of one school crossing guard in the amount of $9,300 for 2026-27, $9,600 for 2027–28, and $9,900 for 2028–29 school years. Funding is included in the Public Works/Alternative Transportation budget. No General Fund resources are used for this service.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-235 approving a Memorandum of Understanding, by and between the City of Roseville and Dry Creek Elementary School District, and authorizing the City Manager to execute it on behalf of the City of Roseville.

16. Bus Shelter Improvement Project - Budget Adjustment (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends approval of a budget adjustment in the amount of $232,505 in the Transit Fund to add State of Good Repair funding, provided by the state, to the Bus Shelter Improvement project. The project will replace existing shelters that have exceeded their useful life, while also installing new shelters at locations served by the City's expanded bus route network. There will be no impact on the General Fund as a result of this project.

CONTACT: Zachary Presley 916-774-5365 zpresley@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7076 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

17. Western Placer Consolidated Transportation Services Agency – Transit Program Agreements (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends approval of two separate Memorandums of Understanding "Agreements" between the Western Placer Consolidated Transportation Services Agency and the City for the South Placer Transit Information (SPTI) Call Center and the Mobility Training program. Pursuant to the Agreements, funding for the SPTI Call Center and Mobility Training Program is provided through the Wester Placer Consolidated Transportation Services Agency's Local Transportation Fund (LTF) resources. No City resources, including the City's own LTF allocations, are used to support these programs.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-243 approving an agreement, by and between the City of Roseville and Western Placer Consolidated Transportation Services Agency, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Resolution No. 26-244 approving an agreement, by and between the City of Roseville and Western Placer Consolidated Transportation Services Agency, and authorizing the City Manager to execute it on behalf of the City of Roseville.

18. Dry Creek Greenway East Phase 2 Trail Project - Settlement Agreement for Acquisition of Real Property and Professional Services Agreement Amendment (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECTS)

Summary: Staff recommends approval of the Settlement Agreement for Acquisition of Real Property (Escrow Instructions) with George Khnouf in the amount of $10,000 and approval of the first amendment to professional services agreement with Monument ROW for right-of-way acquisition and appraisal services in the amount of $22,800 for the Dry Creek Greenway East Phase 2 Project. The acquisition and amendment are being funded with Local Transportation Funds. No General Fund resources will be used for this project. Sufficient funds exist in the approved budget for the agreement and amendment.

CONTACT: Cathy Gosalvez 916-774-5396 cgosalvez@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-240 approving a settlement agreement for Acquisition of Real Property, by and between the City of Roseville and George Khnoug, and authorizing the City Manager to execute it and all related escrow documents on behalf of the City of Roseville; and

b. Adopt Resolution No. 26-241 approving a first amendment to professional services agreement, by and between the City of Roseville and Monument Row, and authorizing the City Manager to execute it on behalf of the City of Roseville.

19. Historic Old Town Parking Lot Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECTS)

Summary: Staff recommends approval of the plans and specifications for the Historic Old Town Parking Lot Improvement Project and authorize staff to call for bids. The scope of this project includes construction of surface parking lot with spaces for 128 vehicles (123 spaces and 5 accessible spaces) on the former Union Pacific Railroad property that was acquired by the City in January 2025. The project also includes the installation of 6 EV charging units (12 total EV chargers), parking lot lighting & landscaping, and architectural improvements to the Roundhouse Row Alleyway and the water tower. Construction is estimated to cost approximately $3,900,000 and is planned for summer 2026 to spring 2027. This project is funded through the Strategic Improvement Fund. No General Fund resources will be used for this project.

CONTACT: Brian Gulewich 916-746-1376 bcgulewich@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the plans and specifications for the Historic Old Town Parking Improvement Project and authorize staff to call for bids.

20. Storm Drain Repair Project - Approval of Plans and Authorization to Call for Bids (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECTS)

Summary: Staff recommends approval of the plans and specifications for the Storm Drain Repair Project, and authorize staff to call for bids. The project scope includes the rehabilitation of existing drainage systems and construction of new drainage systems. The project is estimated to cost $1,660,000. The project will be funded by General Fund Capital Improvement Program Rehabilitation Funding and Highway User Tax Funds. If approved, construction is anticipated to begin in late summer of 2026.

CONTACT: Joseph Arino 916-774-5460 jarino@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the plans and specifications for the Storm Drain Repair Project and authorize staff to call for bids.

21. Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project – Construction Change Order Authority Increase (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: Staff recommends approval of contract change orders for the construction agreement with BCM Construction Company, Inc. for the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building project that could increase the original construction agreement by no more than 22% or $2,231,099. Funding for this Project is provided by the Wastewater Regional Rehabilitation Fund for the rehabilitation portion of the project (31%) and by the South Placer Wastewater Authority (SPWA) for the building expansion (69%).

CONTACT: Inderpreet Chaggar 916-774-5553 ikchaggar@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-233 approving an increase in change order authority.

22. Dry Creek Greenway East Phase 1 Fence and Landscaping Project - Approval of Plans and Specifications and Authorization to Call for Bids (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECTS)

Summary: Staff recommends approval of the plans and specifications for the Dry Creek Greenway East Phase 1 Fence and Landscaping Project and authorize staff to call for bids. The scope of this project includes construction of an 8-foot-tall steel and redwood fence, landscaping and irrigation along the Dry Creek Greenway Phase 1 Trail west of Sunrise Avenue. Construction is estimated to cost approximately $682,000 and is planned for summer to fall 2026. The project is funded with Local Transportation Funds. No General Fund resources will be used on this project.

CONTACT: Cathy Gosalvez 916-774-5396 cgosalvez@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the plans and specifications for the Dry Creek Greenway East Phase 1 Fence and Landscaping Project and authorize staff to call for bids.

23. Water Utility Staffing Study Project - Professional Services Agreement Amendment and Budget Adjustment (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends approval of a professional services agreement amendment for the Water Utility Staffing Study Project, with Brown and Caldwell, Inc., to add $19,922 to the original not-to-exceed amount of $96,489, bringing the revised not-to-exceed amount to $116,411. Staff also recommends a budget adjustment in the amount of $19,922 to further fund the study. Funds for the budget adjustment will come from available resources in the Water Operations Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-222 approving a professional services agreement amendment, by and between the City of Roseville and Brown and Caldwell, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 7077 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

24. Dry Year Water Supply and Infrastructure Needs Assessment – Sole Source Professional Services Agreement (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends approval and award of a sole source professional services agreement to West Yost, Inc. in the amount of $74,800 for a Dry Year Water Supply and Infrastructure Needs Assessment. Funding for this project is from the Water Operations Fund. Staff further is requesting approval for a future amendment to execute the anticipated Phase 2 scope of work without returning to City Council as long as the Phase 2 cost does not exceed $60,000. With Phase 2 efforts included, the not-to-exceed budget for this project would be $134,800. This sole source request is similar to the Critical Dry Year Evaluation that West Yost conducted for the City in 2015 and allows West Yost to leverage, as applicable, the knowledge developed during the 2015 study for this current effort. Additionally, West Yost is currently updating the City's Distribution System's Current and Buildout Hydraulic Model, and this model will be utilized for this study. Funding for this project is from the Water Operations Fund.

CONTACT: Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-221 approving a sole source professional services agreement, by and between the City of Roseville and West Yost, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

25. Phillip Road and Westpark Drive Bikeway Project - Capital Improvement Project Approval, Budget Adjustment, and Approval of Plans and Specifications and Authorization to Call for Bids (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECTS)

Summary: Staff recommends approval to establish a new Capital Improvement Project - the Phillip Road and Westpark Drive Bikeway Project, approve a budget adjustment in the amount of $350,000 from the General Fund Capital Reserve Fund to fund the improvements, approve the plans and specifications for the project, and authorization for staff to call for bids. The project will create a new bicycle route from the Placer Valley Soccer Complex and surrounding neighborhoods to West Park High School by adding lane markings, striping, and a new trail segment. Construction is anticipated in summer 2026.

CONTACT: Samuel Benjamin 916-746-1305 sbenjamin@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the establishment of a new Capital Improvement Project - Phillip Road and Westpark Drive Bikeway Project; and

b. Adopt Ordinance No. 7078 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure; and

c. Approve the plans and specifications for the project and authorize staff to call for bids.

26. Underground Storage Supplement – Professional Services Agreement (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends approval and award of a professional services agreement to GEI Consultants, Inc. in the amount of $284,277 for Development of an Underground Storage Supplement to Support Long-Term Banking of Middle Fork Project Water Supplies. Funding for this project is from the Water Operations Fund.

CONTACT: Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-225 approving a professional services agreement, by and between the City of Roseville and GEI Consultants, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

27. Substation Transformer Civil Construction - Construction Agreement (ELECTRIC DEPARTMENT - ENGINEERING)

Summary: Staff recommends approval of a construction agreement with Arrow Driller Inc. dba Arrow Construction in the amount of $379,100 to provide civil construction services at Fiddyment and Sierra Vista Substations for the installation of substation transformers. Staff additionally requests authorization for the City Manager or designee to approve and pay for contract change orders that could increase the contract amount by no more than 10%, or $37,910, for a total not to exceed $417,010. Funding is included in the Electric Department's FY2025-26 budget in the Electric Fund.

CONTACT: David Angel Jimenez 916-774-5698 dangel-jimenez@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-224 approving a construction agreement, by and between the City of Roseville and Arrow Driller Inc. dba Arrow Construction, and authorizing the City Manager to execute it on behalf of the City of Roseville.

28. Confined Space Rescue Services - Contract Purchase Agreements (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval of two, five-year contract purchase agreements for on-call confined space rescue services: one with Pro Safety & Rescue, Inc. (PSR) with a not-to-exceed amount of $500,000, and one with Hazardous Materials Institute LLC, doing business as California Safety Training (CST) with a not-to-exceed amount of $250,000. These two contracts will provide Roseville Electric Utility with support for confined space rescue services during maintenance activities at Roseville's power plants. Funding for the first year of the agreements in the amount of $100,000 for PSR and $50,000 for CST is included in the Electric Department's proposed FY2026-27 budget in the Electric Fund. Future funding is subject to the City Council's approval of the respective budgets.

CONTACT: Drew Yarbrough 916-746-1656 dyarbrough@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-217 approving a contract purchase agreement, by and between the City of Roseville and Pro Safety & Rescue, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Resolution No. 26-218 approving a contract purchase agreement, by and between the City of Roseville and Hazardous Materials Institute LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

29. Managed Relay Utility Interactive Voice Response System – Contract Purchase Agreement (ELECTRIC DEPARTMENT - UTILITY BILLING)

Summary: Staff recommends approval to execute a five-year contract purchase agreement with Selectron Technologies, Inc. for continued Interactive Voice Response (IVR) system services in the Utilities Customer Care division. The agreement will ensure the continued availability of critical customer service functions, including 24/7 customer access to utility account information and payment processing, outbound delinquency notification campaigns, and the Screen Pop feature implemented in 2025 to improve call-handling efficiency and customer experience. The total cost of the five-year contract is $569,848.08 and funding for the first year of the contract of $118,324.88 has been requested in the proposed FY2026-27 Utilities Customer Care budget in the Electric Fund and the Environmental Utilities Department's operations funds. There is no impact to the General Fund.

CONTACT: Jorence Wu 916-746-1261 jwu@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-226 approving a contract purchase agreement, by and between the City of Roseville and Selectron Technologies, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

30. Utility Rebate Management System - Contract Purchase Agreement (ELECTRIC DEPARTMENT - CUSTOMER & GOVERNMENT RELATIONS)

Summary: Staff recommends approval of a contract purchase agreement with Brillion, Inc. to provide a comprehensive cloud-based rebate management platform to support programs administered by Roseville Electric Utility and the Environmental Utilities Department. The total cost for the two-year contract purchase agreement is $699,193. Funding will be included in Roseville Electric Utility's and Environmental Utilities' proposed budgets for FY2026-27 and FY2027-28, subject to City Council approval. The contract also includes five optional one-year renewal terms, with projected costs of $365,406 in FY2028-29, $376,368 in FY2029-30, $387,659 in FY2030-31, $399,289 in FY2031-32, and $411,267 in FY2032-33.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-219 approving an agreement, by and between the City of Roseville

and Brillion, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

31. Fiscal Year (FY) 2026-27 Road Maintenance and Rehabilitation Account Project Identification (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECTS)

Summary: Staff recommends, as required by Senate Bill 1, approval to identify the South Cirby and Cirby Ranch Residential Resurfacing Project for use of the City's FY2026-27 funding allotment from the State Road Maintenance & Rehabilitation Account Fund. No General Fund resources will be used for the project.

CONTACT: Laura Salcedo 916-774-5437 lsalcedo@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-237 adopting a list of projects for fiscal year 2026-27 funded by SB 1: The Road Repair and Accountability Act of 2017.

32. Ferric Chloride (BACC 06-2026) - Contract Purchase Agreement (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of a contract purchase agreement with Kemira Water Solutions, Inc. in the amount of $1,085,450 for the supply and delivery of ferric chloride for FY2026-27. Sufficient funding is included in the Environmental Utilities Department's proposed FY2026-27 Wastewater Operations Fund budget.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-205 approving a contract purchase agreement, by and between the City of Roseville and Kemira Water Solutions, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

33. Liquid Aluminum Sulfate (BACC 01-2026) - Contract Purchase Agreement (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of a contract purchase agreement with Chemtrade Chemicals US LLC in the amount of $345,000 for the supply and delivery of liquid aluminum sulfate for FY2026-27. Sufficient funding is included in the proposed FY2026-27 Water Operations Fund budget for this purchase.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-203 approving a contract purchase agreement, by and between the City of Roseville and Chemtrade Chemicals US LLC and authorizing the City Manager to execute it on behalf of the City of Roseville.

34. Hydrofluosilicic Acid (BACC 08-2026) - Contract Purchase Agreement (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of a contract purchase agreement with DuBois Chemicals, Inc. in the amount of $200,000 for FY2026-27 to supply and deliver hydrofluosilicic acid. Adequate funding is available in the proposed FY2026-27 Water Operations Fund budget for this purchase.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-206 approving a contract purchase agreement, by and between the City of Roseville and DuBois Chemicals, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

35. Fiscal Year 2025-26 Year-End Budget Adjustments (FINANCE DEPARTMENT - BUDGET)

Summary: Staff recommends approval of year-end budget adjustments to the Fiscal Year 2025-26 budget to ensure compliance with the annual budget ordinance. The recommended year-end budget adjustments are: (1) Placer County Water Agency wheeling charges, (2) Roseville Housing Authority Housing Choice Voucher and Mainstream Programs, (3) Sierra Vista Specific Plan Area infrastructure reimbursement payment, (4) Internal Revenue Service tax credit payments, and (5) Blue Oaks Boulevard Widening Project funding adjustments.

CONTACT: Jackie Rice 916-774-5326 jrice@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7081 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure; and

b. Adopt Resolution No. 7-26 approving a budget adjustment for fiscal year 2025-26.

36. Sodium Hydroxide Solution (BACC 12-2026) - Contract Purchase Agreement (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of a contract purchase agreement with Univar Solutions USA LLC, doing business as Univar Solutions USA, in the amount of $2,205,000 for the supply and delivery of sodium hydroxide solution for FY2026-27. Sufficient funding is included in the Environmental Utilities and Electric Departments' proposed FY2026-27 budgets for this purchase.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-204 approving a contract purchase agreement, by and between the

City of Roseville and Univar Solutions USA LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

37. Sodium Hypochlorite (BACC 13-2026) - Contract Purchase Agreement (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of a contract purchase agreement with Pioneer Americas LLC, doing business as Olin Finance Company, in the amount of $1,802,000 for the supply and delivery of sodium hypochlorite for FY2026-27. The chemical will be used at the Pleasant Grove Wastewater Treatment Plant, Barton Road Water Treatment Plant, Roseville Energy Park, groundwater well sites, West Side Tank and Pump Station, Johnson Pool, Mike Shellito Pool, and the Roseville Aquatic Complex. Sufficient funding is included in the Environmental Utilities, Electric, and Parks, Recreation and Libraries Departments' proposed FY2026-27 budgets for this purchase.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-207 approving a contract purchase agreement, by and between the City of Roseville and Pioneer Americas LLC dba Olin Finance Company, and authorizing the City Manager to execute it on behalf of the City of Roseville.

38. Roseville Natural Gas Financing Authority – Fiscal Year 2026-27 Budget (FINANCE DEPARTMENT)

Summary: Staff recommends approval of the $16.6 million Roseville Natural Gas Financing Authority (RNGFA) budget for FY2026-27. The RNGFA issued the 2007 Gas Revenue Bonds which financed the prepayment of natural gas used for power generation at the Roseville Energy Park. Approval of the annual budget has no new fiscal impact.

CONTACT: Teri Quinlan 916-774-5316 tquinlan@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 1-26 adopting the Annual Budget for the Fiscal Year 2026-27.

39. Enterprise Project Management Software - Budget Adjustment (INFORMATION TECHNOLOGY DEPARTMENT - STRATEGIC PLANNING)

Summary: Staff recommends approval of a budget adjustment in the amount of $319,106 for internal labor charges for the Enterprise Project Management Software project. Funding is available proportionally from the nine City funds originally approved to fund the project, including the General Fund.

CONTACT: Deanne Baquera 916-774-5157 dmbaquera@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7079 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

40. Customer Relationship Management Project - Budget Adjustment (INFORMATION TECHNOLOGY DEPARTMENT - STRATEGIC PLANNING)

Summary: Staff recommends approval of a budget adjustment in the amount of $261,374 for internal labor costs for the Customer Relationship Management project. Funding is available in the Information Technology Operations Fund budget.

CONTACT: Deanne Baquera 916-774-5157 dmbaquera@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7080 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

41. On-Call Transportation Impact Studies - Professional Services Agreements (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of three (3) professional services agreements with (1) DKS Associates, (2) Fehr & Peers, and (3) Kimley-Horn and Associates, Inc., for On-Call Transportation Impact Studies. The agreements include an annual not-to-exceed limit of $500,000 per contract. Funding is included in the Development Services Department's Full Cost-Consolidated Billing Project(s) budget and is fully recoverable through project applicant funding. Staff also recommends authorization for the City Manager to execute future amendments to extend the agreements for up to four (4) additional one (1) year renewal terms on behalf of the City. All development projects are required to pay the full cost of traffic impact studies prior to the City authorizing work to begin, resulting in no net fiscal impact on the General Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-200 approving an on-call professional services agreement, by and between the City of Roseville and DKS Associates, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Resolution No. 26-201 approving an on-call professional services agreement, by and between the City of Roseville and Fehr & Peers, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

c. Adopt Resolution No. 26-202 approving an on-call professional services agreement, by and between the City of Roseville and Kimley-Horn and Associates, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

42. Sierra Vista Village JM-01 - Final Map and Subdivision Agreement (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Sierra Vista Village JM-01 Subdivision Agreement with John Mourier Construction, Inc., and the final map. Review of the final map has been completed, and it is in compliance with the approved tentative map. This map will create 134 residential lots, a private street (Lot A), and one (1) remainder parcel. The actions requested have no fiscal impact to the City's General Fund.

CONTACT: Ed Winston 916-774-5432 ewinston@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the final map on file with the City Clerk and accept on behalf of the public right of way and public easements offered thereon; and

b. Adopt Resolution No. 26-197 approving a subdivision agreement, by and between the City of Roseville and John Mourier Construction, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

43. Sierra Vista Village FD-07 - Final Map and Subdivision Agreement (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approving the Sierra Vista Village FD-07 Subdivision Agreement with John Mourier Construction, Inc., and the final map. Review of the final map has been completed, and it is in compliance with the approved tentative map. This map will create 58 residential lots, a private street (Lot A), one (1) public landscape lot (Lot B), and two (2) public drainage lots (Lots C and D). The actions requested have no fiscal impact to the City's General Fund.

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

The City Council will consider the recommendation to:

a. Approve the final map on file with the City Clerk and accept on behalf of the public the public easements offered thereon, and accept subject to improvement, Lots B, C, and D and the rights of way offered thereon; and

b. Adopt Resolution No. 26-232 approving a subdivision agreement, by and between the City of Roseville and John Mourier Construction, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

44. On-Call Building Plan Review and Inspection Services - On-Call Professional Services Agreement (DEVELOPMENT SERVICES DEPARTMENT - BUSINESS SERVICES DIVISION)

Summary: Staff recommends approval of five (5) professional services agreements with (1) 4LEAF, Inc., (2) BPR Consulting Group LLC, (3) Bureau Veritas North America, Inc., (4) TRB and Associates, Inc., and (5) Urban37, Inc., for on-call building plan review and inspection services. The agreements include an annual not-to-exceed limit of $350,000 per contract for 4LEAF, BPR Consulting, TRB and Associates, and Urban37, and an annual not-to-exceed limit of $750,000 for Bureau Veritas due to anticipated increased workload and specialized project support. Funding

is included in the Development Services Department's Contracted Building Plan Review operating budget and is fully recoverable through permit fee revenue. Staff also recommends authorization for the City Manager to execute future amendments to extend the agreements for up to four (4) additional one-year renewal terms on behalf of the City.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-210 approving an on-call professional services agreement, by and between the City of Roseville and 4LEAF, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Resolution No. 26-211 approving an on-call professional services agreement, by and between the City of Roseville and BPR Consulting Group LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

c. Adopt Resolution No. 26-212 approving an on-call professional services agreement, by and between the City of Roseville and Bureau Veritas North America, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

d. Adopt Resolution No. 26-213 approving an on-call professional services agreement, by and between the City of Roseville and TRB and Associates, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

e. Adopt Resolution No. 26-214 approving an on-call professional services agreement, by and between the City of Roseville and Urban37, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

45. Sierra Vista Specific Plan Mitigation Fee Program Administration - Sole Source Professional Services Agreement Amendment (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of a sole source professional services agreement amendment with Economic and Planning Systems, Inc. in the amount of $7,500 to provide Sierra Vista Specific Plan Mitigation Fee Program administration, and authorize the City Manager to execute the agreement. To accommodate the increased workload and maintain consistency and continuity of services, staff recommends increasing the contract authority by $7,500 for FY2025-26, raising the annual not-to-exceed contract limit from $300,000 to $307,500. This amendment will cover EPS's work through June 30, 2026. The consulting services are funded by the fee revenue collected through the fee program. There is no impact to the General Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-215 approving a sole source professional services agreement

amendment, by and between the City of Roseville and Economic and Planning Systems, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

46. Electronic Plan Review - Sole Source Agreement (DEVELOPMENT SERVICES DEPARTMENT - BUSINESS SERVICES DIVISION)

Summary: Staff recommends approval of a sole source agreement with Lifecycle Technologies, LLC dba LCT Software for access to its cloud-based electronic plan review platform, DigEplan, with a not-to-exceed (NTE) amount of $63,953 for the initial term and a total NTE amount of $210,193 over the full three-year term, including renewal options. Funding is included in the Development Services Department's Technology Replacement Fund, which is funded through permit fees designated for development-driven technology improvements, and is included in the Department's FY2025–26 budget. Approval of the agreement will have no net fiscal impact on the General Fund. Staff also recommends authorization for the City Manager to execute future amendments to extend the agreement for up to two (2) additional one (1) year renewal terms on behalf of the City.

CONTACT: Chris Fanucchi 916-746-1353 CFanucchi@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-223 approving a sole source agreement, by and between the City of Roseville and Lifecycle Technologies, LLC dba LCT Software, and authorizing the City Manager to execute it on behalf of the City of Roseville.

47. Assistance to Firefighters Grant Program - Grant Application (FIRE DEPARTMENT)

Summary: Staff recommends approval for staff to submit an application to the U.S. Federal Emergency Management Agency (FEMA) for the FY2025 Assistance to Firefighters Grant for $511,217, with a ten percent matching funds requirement, or $51,121, to implement an updated Knox Box rapid entry system, and authorize the Fire Chief or designee to execute all related forms and agreements. An updated electronic system would improve security, accountability, and emergency response capabilities by allowing immediate deactivation of compromised keys without replacing physical locks. If awarded the grant, the matching funds would be provided by the Fire Department budget or the General Fund contingency budget.

CONTACT: Jordan Paul 916-774-5802 jpaul@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-242 approving a grant application to the U.S. Federal Emergency Management Agency for the Fiscal Year 2025 Assistance to Firefighters Grant Program, and authorizing the Fire Chief or designee to execute all related forms and agreements on behalf of the City of Roseville.

48. Vegetation and Firebreak Management - Contract Purchase Agreement Amendment (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK MAINTENANCE)

Summary: Staff recommends approval of an amendment to a contract purchase agreement with Sperber Landscape Companies LLC dba Cagwin & Dorward LLC, in the amount of $100,000, increasing the not-to-exceed amount from $180,000 to $280,000, to provide weed abatement for firebreaks and vegetation management throughout the city. This is in the final year of a five-year agreement. Funding is included in the Parks, Recreation & Libraries budget in the General Fund and Open Space Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-227 approving a contract purchase agreement amendment, by and between the City of Roseville and Sperber Landscape Companies LLC dba Cagwin & Dorward LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

49. School Resource Officers - Memorandum of Understanding (POLICE DEPARTMENT)

Summary: Staff recommends approval of the Memorandum of Understanding between the City and the Roseville Joint Union High School District for the School Resource Officers (SRO's). Their primary role is to investigate crimes that occur on campus or that involve the student population, educate and develop positive relationships with students and staff, monitor and enforce truancy laws and act as liaison with county agencies that also support and work with student populations, including probation, children's protective services, mental health, social service agencies and the courts. SRO's help school officials maintain a safe and secure learning environment on campuses. The net cost to the City is approximately $319,550 for 2026-2027, $303,490 for 2027-2028, and $287,030 for 2028-2029. Funding for the five SRO's is included in the Police Department's General Fund budget.

CONTACT: Courtney Scurria 916-746-1051 CScurria@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-236 approving an Memorandum of Understanding, by and between the City of Roseville and Roseville Joint Union High School District, and authorizing the City Manager to execute it on behalf of the City of Roseville.

50. Sutter Roseville Medical Center Neighborhood Policing Program - Grant Award Agreement and Budget Adjustment (POLICE DEPARTMENT)

Summary: Staff recommends approval of the Sutter Roseville Medical Center (SRMC) Neighborhood Policing Grant Award to provide a dedicated police officer presence on the SRMC campus, and approve a budget adjustment in the amount of $985,642 to the project budget. The budget adjustment increases revenue and expenditure budgets for the new award agreement of $938,794 in the General Fund, and increases revenue and expenditure budgets for the Fleet Operations and Fleet Replacement internal service funds totaling $46,848 for the maintenance and replacement cost of one patrol vehicle.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-228 approving a grant award agreement, by and between the City of Roseville and Sutter Roseville Medical Center, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 7082 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

51. Downtown Roseville Security Patrol - Professional Services Agreement Amendment (POLICE DEPARTMENT)

Summary: Staff recommends approval of a second amendment to a professional services agreement with Universal Protection Service, LP dba Allied Universal Security Services to increase the contract amount by $28,825.23, to a total of $195,236.82 for private security patrols in the Downtown and Historic Old Town areas to assist in providing public safety. Funding for the increase is included in the Police Department's operating budget in the General Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-229 approving a professional services agreement amendment, by and between the City of Roseville and Universal Protection Service, LP dba Allied Universal Security Services, and authorizing the City Manager to execute it on behalf of the City of Roseville.

52. Body-Worn Cameras - Contract Purchase Agreement Amendment (POLICE DEPARTMENT)

Summary: Staff recommends approval of an amendment to a contract purchase agreement with Axon Enterprise, Inc. to increase the agreement total by $7,446.44, bringing the total five-year agreement amount to $2,536,810.72 to purchase additional license bundles and docking stations for the Police Department. Funding for the first-year cost was included in the Police Body-worn Camera Replacement project, through the Equipment Replacement Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-230 approving a contract purchase agreement amendment, by and between the City of Roseville and Axon Enterprise, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

53. Homeless Outreach Worker Program - Contract Amendment (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval of the second amendment for the Homeless Outreach Worker Program Contract between the Placer County Department of Health and Human

Services and the City. The amendment will extend the contract through June 30, 2027 and will allow outreach workers to continue building relationships with members of the community who are experiencing homelessness, assist with navigation of services and resources, and serve as liaisons to the downtown business community. No General Fund resources will be used for this contract extension.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-216 approving a second amendment to the Homeless Outreach Worker Program Contract, by and between the Placer County Department of Health and Human Services and the City of Roseville, and authorizing the City Manager to execute it on behalf of the City of Roseville.

54. Roseville Housing Authority - Administrative Plan Amendment (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval of revisions to Chapters 7 and 16 of the Roseville Housing Authority Administrative Plan to align with updated guidance from the United States Department of Housing and Urban Development. The Administrative Plan has no impact on the City's General Fund.

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

The City Council will consider the recommendation to:

a. Adopt Housing Authority Resolution No. 5-26 approving the updated Roseville Housing Authority Administrative Plan.

55. WB-30 Lot 1 Affordable Rental Housing Agreement (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval of an Affordable Rental Housing Agreement between the City of Roseville and Roseville Senior Affordable LP for phase 1 of the Riviera at Roseville West. This affordable senior rental housing development is located at 3380 Pleasant Grove Boulevard within the Sierra Vista Specific Plan area. The agreement will support the City's General Plan in meeting the affordable housing goals. No General Fund resources will be used in the development of this project.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-251 approving an Affordable Rental Housing Agreement, by and between the City of Roseville and Roseville Senior Affordable LP, and authorizing the City Manager to execute it on behalf of the City of Roseville.

56. Proclamation - Park and Recreation Month

Summary: Proclaim July 2026 as Park and Recreation Month and urge all residents to visit and enjoy Roseville's recreation facilities, parks, trails and natural areas.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

57. Minutes of Prior Meeting (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the May 20, 2026 and June 3, 2026, City Council Meetings.

CONTACT: Adilia Keller 916-774-5265 amkeller@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve minutes of the May 20, 2026 and June 3, 2026, City Council Meetings.

END OF CONSENT CALENDAR

VIII. PRESENTATIONS/REPORTS

58. Board and Commissions Bi-Annual Vacancies (CITY CLERK DEPARTMENT)

Summary: Staff recommends Council appoint two (2) individuals to the Economic Development Advisory Committee to terms expiring June 30, 2028 from the applications received from Kristen Holihan, Derek Pell, and Angela Tsukiji; appoint three (3) individuals to the Grants Advisory Commission to terms expiring June 30, 2030 from the applications received from Nina Acosta, Rick Jenkins, Loretta Odebiyi, Jim Ratliff, and David Williams; appoint Ravi Sharma to the Local Sales Tax Citizens' Oversight Committee to a term expiring June 30, 2027; and appoint three (3) individuals to the Planning Commission to terms expiring June 30, 2030 from the applications received from Sandra Pollack-Cushing, Frank Fernandez, Ed Kriz, Einar Maisch, Derek Pell, Jason Probst, and Julia Sweeney.

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

The City Council will consider the recommendation to:

a. Appoint two (2) individuals to the Economic Development Advisory Committee to terms expiring June 30, 2028 from the applications received from: Kristen Holihan, Derek Pell, and Angela Tsukiji; and

b. Appoint three (3) individuals to the Grants Advisory Commission to terms expiring June 30, 2030 from the applications received from Nina Acosta, Rick Jenkins, Loretta Odebiyi, Jim Ratliff, and David Williams; and

c. Appoint Ravi Sharma to the Local Sales Tax Citizens' Oversight Committee to terms expiring June 30, 2027; and

d. Appoint three (3) individuals to the Planning Commission to terms expiring June 30, 2030

from the applications received from Sandra Pollack-Cushing, Frank Fernandez, Ed Kriz, Einar Maisch, Derek Pell, Jason Probst, and Julia Sweeney.

59. Fiscal Year 2026-27 Citywide Budget, Position Allocation Schedule, Roseville Housing Authority Budget, and Roseville Finance Authority Budget (FINANCE DEPARTMENT - BUDGET)

Summary: Staff recommends approval of the proposed City of Roseville Fiscal Year (FY) 2026-27 citywide budget and position allocation schedule, as incorporated into the budget document, effective July 1, 2026. The proposed FY2026-27 expenditure budget totals $876.8 million from all funding sources. The General Fund expenditure budget is $275.3 million, consisting of $257.9 million in operating expenditures and $17.4 million in non-operating expenditures. The FY2026-27 Roseville Housing Authority expenditure budget totals $12.9 million and is primarily comprised of funding from the federally funded Housing Choice Voucher Program, which provides rental assistance to up to 846 families, seniors, persons with disabilities, and veterans annually. The FY2026-27 Roseville Finance Authority budget includes $878,881 in debt service payments, reflecting scheduled payments on the Certificates of Participation for 316 Vernon Street. In addition, capital outlay expenditures totaling $645,615 are budgeted for park improvements at Crabb Park, Goto Park, and Uribe Park.

CONTACT: Jackie Rice 916-774-5326 jrice@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7083 adopting the Annual Budget for the Fiscal Year 2026-27, adopting budget control policies, adopting an appropriations limit, adopting the budget for the Successor Agency of the Roseville Redevelopment Agency, to be effective immediately as an urgency measure; and

b. Adopt Housing Authority Resolution No. 6-26 approving the annual budget for Fiscal Year 2026-27; and

c. Adopt Finance Authority Resolution No. 3-26 adopting the annual budget for the Fiscal Year 2026-27.

60. Council Discretionary Funds - Roseville Community Crime Stoppers (CITY MANAGER DEPARTMENT - CITY MANAGER)

Summary: Staff recommends City Council consider providing sponsorship to Roseville Community Crime Stoppers for its annual Fourth of July Fun Run in the amount of $1,500. The balance remaining in the Council Discretionary Funds for FY2025-26 is $4,021.

CONTACT: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

The City Council will consider the recommendation to:

a. Consider providing sponsorship to Roseville Community Crime Stoppers for its annual Fourth of July Fun Run in the amount of $1,500.

IX. PUBLIC HEARINGS

NOTICE TO THE PUBLIC: Public Hearing Process

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

1. Open the Public Hearing
2. Presentation by staff
3. Presentation by applicant or appellant
4. Accept public testimony
5. Appellant or applicant rebuttal period
6. Close the Public Hearing
7. City Council comments and questions
8. City Council action

Any challenges in court about public hearing matters noticed on this agenda may be limited to only those issues, that were raised orally at the public hearing or in written form received by the City on or before the hearing.
Public Hearings listed for continuance will be continued and posting of this agenda will serve as notice of continuation.

61. 2025 Urban Water Management Plan and Water Shortage Contingency Plan – Public Hearings and Consideration of Adoption (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends City Council hold two public hearings to receive comments on the Draft 2025 Urban Water Management Plan (UWMP) and the Draft Water Shortage Contingency Plan (WSCP). If found acceptable, staff is requesting that the City Council consider the adoption of the Draft 2025 UWMP and the draft WSCP upon close of the public hearing. Approving the plans has no impact on the City's General Fund.

CONTACT: Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-238 adopting the Urban Water Management Plan and authorizing staff to submit to the California Department of Water Resources; and

b. Adopt Resolution No. 26-239 adopting the Water Shortage Contingency Plan and authorizing staff to submit to the California Department of Water Resources.

62. Zoning and Subdivision Ordinance - Roseville Municipal Code Updates (DEVELOPMENT SERVICES - PLANNING)

Summary: Staff recommends the City Council introduce for first reading an ordinance amending Chapters 19.10, 19.12, and 19.28 of the Roseville Municipal Code regarding Residential Zone Permitted Use Types, Commercial Zone Permitted Use Types, and Density Bonus Regulations; and introduce for first reading an Ordinance amending Chapter 18.05 of the Roseville Municipal Code regarding Ministerial Multifamily Maps. The proposed ordinance amendments will have no impact on the City’s General Fund.

CONTACT: Eric Singer 916-774-5536 ejsinger@roseville.ca.us

The City Council will consider the recommendation to:

a. Introduce for first reading an Ordinance amending Chapter 18.05 of the Roseville Municipal Code regarding Ministerial Multifamily Maps; and

b. Introduce for first reading an Ordinance amending Section 19.10.020 of Chapter 19.10, Section 19.12.020 or Chapter 19.12, and Chapter 19.28 of Title 19 of the Roseville Municipal Code regarding Residential Zone Permitted Use Types, Commercial Zone Permitted Use Types, and Density Bonus Regulations.

63. WB-30 Phase 1 Senior Affordable Rental Housing Project - Fee Deferrals and Government Financing Agreement (ECONOMIC DEVELOPMENT DEPARTMENT)

Summary: Staff recommends approval of an extended fee deferral for an affordable housing project, adopting a fee deferral of parks fees, approving a government financing agreement and granting authority for the City Manager to execute it and all necessary documents. Staff requests an extended fee deferral in the amount of approximately $2,704,246, a fee deferral in the amount of approximately $1,188,225, and approval of a Government Financing Agreement and granting authority for City Manager to execute it and all necessary documents to effectuate its purpose for the Phase 1 of Sierra Vista Specific Plan (SVSP) WB-30 Sierra Vista Senior Affordable Rental Housing Project (a.k.a. The Riviera at Roseville West). Approval of the fee deferrals has no impact on the City's General Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-252 approving a fee deferral for the WB-30 Phase 1 Senior Affordable Housing Project; and

b. Adopt Resolution No. 26-253 approving park development impact fee deferrals for the WB-30 Phase 1 Senior Affordable Housing Project; and

c. Adopt Resolution No. 26-254 approving a Government Financing Agreement, by and between the City of Roseville and Pine Island Apartments, LLC, and authorizing the City Manager to execute it and all necessary documents to effectuate its purpose on behalf of the City of Roseville.

X. PUBLIC COMMENTS

This is the second opportunity to make a public comment on non-agenda items.

XI. STAFF/COUNCIL REPORTS

XII. ADJOURNMENT

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.2
File #: 0203-10
Item ID: 2026-404

Title:	On-Call Landscape Construction Services - Contract Purchase Agreement
Contact:	Tara Gee 916-774-5253 tgee@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with Clearwater Construction Services, Inc. in the amount of $500,000 per year to provide on-call landscape construction services to meet on-demand project needs for Parks, Recreation & Libraries related to Americans with Disabilities Act (ADA) improvements, safety repairs and other small retrofits. Work performed under this agreement will utilize developer fees, capital rehabilitation funding and/or capital improvement projects.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution to approve a Contract Purchase Agreement (3005415) with Clearwater Construction Services, Inc. dba Clearwater Landscape Services, Inc. for On-Call Landscape Construction Services, and authorize the City Manager to execute it on behalf of the City of Roseville; and
2. Authorize the City Manager to execute up to three (3) optional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

BACKGROUND

In April 2026, staff issued a Request for Proposals seeking experienced companies to submit to the Parks, Recreation & Libraries Department for on-call landscape construction services. The intent of this service agreement is to utilize these services to meet project demands. This will allow for more responsiveness to resident, contractor and developer needs along with greater quality control during this time.

Three (3) companies responded to the Request for Proposals.

After a panel review and based on the company's methodology, park project experience, familiarity with the City standards and technical expertise, the following firm was selected and is recommended for contract approval.

- Clearwater Constructions Services, Inc.

The contract purchase agreement will include one (1) base year with three (3) one (1) year optional renewals up to $500,000 each year.

The on-call services agreement does not guarantee an annual amount of work and is in place on an "as needed" basis. Additionally, annual extensions, if approved, will be based on project workload, need, and approved budgets. Approval of extensions is requested to be authorized by Council and delegated to the City Manager. If approved, the contract period would start from the date of Council approval and could

extend to June 30, 2030 (FY2029-30).

FISCAL IMPACT

Work performed under this agreement will utilize developer fees, capital rehabilitation funds and/or capital improvement projects.

ENVIRONMENTAL REVIEW

The proposed project involves the repair, maintenance, and minor alteration existing facilities, including the condition of the land, water, and vegetation and will not result in the removal of trees. This activity is categorically exempt from CEQA as a Class 1 and Class 4 Exemption (State CEQA Guidelines Sections 15301 and 15304). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Tara Gee, Park Planning and Development Manager

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 26-198
2. CPA
3. RFP
4. Proposal
5. CEQA Exemption (Class 1 and Class 4)
6. Notice of Intent to Award
7. RFP Ranking Sheet
8. Master Averaged Score Sheet
9. Faithful Performance Bond
10. Payment Bond

REVIEWERS:

Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 5/26/2026
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 5/26/2026
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/1/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-198

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CLEARWATER CONSUTRCTION SERVICES, INC. DBA CLEARWATER LANDSCAPE SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005415) for On-Call Landscape Construction Services, by and between the City of Roseville and Clearwater Construction Services, Inc. dba Clearwater Landscape Services, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

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Contract Purchase Agreement 3005415

Supplier Details:

Company	Clearwater Construction Services Inc dba Clearwater Landscape Services Inc
Contact	Scott Houck
Address	3908 Placitas Dr
	Cameron Park, CA 95682

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

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CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005415

Agreement	**3005415**
Agreement Date	**18-MAY-2026**
Revision	**0**
Agreement Amount	**500,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Clearwater Construction Services Inc dba
Clearwater Landscape Services Inc
3908 Placitas Dr

Cameron Park, CA 95682

Phone: ()
Fax: ()
Email: scott@clearwatercsc.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL (RFP) #13-182 TITLED "ON-CALL LANDSCAPE CONSTRUCTION SERVICES" AND CONTRACTOR'S PROPOSAL THERETO TITLED "RFP 13-182 ON-CALL LANDSCAPE CONSTRUCTION SERVICES" (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF THE CITY OF ROSEVILLE RFP #13-182 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

ALL WORK MUST BE QUOTED AND APPROVED BY AUTHORIZED PARKS, RECREATION & LIBRARIES DEPARTMENT (PRL) BEFORE WORK CAN BEGIN.

PLEASE CONTACT ALEXIS PRIEST IN THE PRL DEPARTMENT AT 916-774-5245 OR APRIEST@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

*The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12357	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**30-Jun-2027**	**Sue Jessup** Phone **1-916-746-1107**

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

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Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management

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and the City Attorney.

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

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

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

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

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

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

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

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

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11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
21. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended,

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declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00851836

Contractor License No. 843399

DIR Registration No. 1000000558

Check mark the applicable company type below:

✓ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/16/26 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

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Supplier

Signature: S. H HK

Print Name: Scott Houck

Title: President

Date: 5/21/2026

Supplier

Signature: Signed by: Scott Houck BFBD4A2D3D8E460...

Print Name: Scott Houck

Title: CFO

Date: 6/3/2026

City of Roseville, A Municipal Corporation

Signature:

Print Name: **Dominick Casey**

Title: **City Manager**

Date:

REQUEST FOR PROPOSALS

RFP 13-182

On-Call Landscape Construction Services

DUE: April 22, 2026

3:00 PM

Email: cityclerkroseville@roseville.ca.us

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

RFP 13-182

NOTICE IS HEREBY GIVEN that proposals for **On-Call Landscape Construction Services** will be received by the City of Roseville. Proposals will be accepted **ONLY via electronic mail to CityClerkroseville@roseville.ca.us,** until 3:00 p.m., **April 22, 2026**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected contractor. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

_____
Date

_____
Tara Gee
Park Planning & Development Manager

IMPORTANT!!!

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

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

City of Roseville
and emailed to:
cityclerkroseville@roseville.ca.us

Note: Email submissions are limited to 25 megabytes.

City of Roseville RFP

PREVAILING WAGE NOTIFICATION

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

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

(RFP # 13-182, On-Call Landscape Construction Services

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1.0 INTRODUCTION

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

1.1 BACKGROUND

The City of Roseville's park development program includes building over 94 new parks and major recreation facilities during the last 18 years at a cost of approximately $100 million. The park development schedule responds to the expressed needs of the Roseville community and development agreements negotiated with new specific plan areas.

CITY OVERVIEW

1.2 The City of Roseville is an incorporated city with a population of more than 160,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government. Roseville has experienced an accelerated growth rate that has expanded the size of city staff and services dramatically, while outgrowing many of the city's existing facilities. Roseville remains one of the top growth centers for residential and commercial development.

1.3 PROPOSAL SUBMITTAL

RFP proposal submittals may be via electronic mail to **cityclerkroseville@roseville.ca.us** by the specified proposal due date and time. Include the RFP title and RFP number in the subject line of the email.

1.4 CALIFORNIA SECRETARY OF STATE REGISTRATION

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

1.5 INSTRUCTIONS

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

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

Direct all inquiries regarding this RFP in writing to Tara Gee by accessing the RFP from the City's website at: https://www.roseville.ca.us/business/procurement_services/bids_rfps by no later than April 3, 2026 by EOB.

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

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

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

2 TENTATIVE SCHEDULE

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

RFP Released by the City……	March 23, 2026
Deadline for Final Questions……	April 3, 2026
City Responses to Written Questions……..	April 10, 2026
Proposal Submission Deadline…….	April 22, 2026
Contractor Interviews as needed…….	TBD
Contract Approval by City Council…….	May/June 2026
Commencement of Services…….	July 2026

3 SCOPE OF SERVICES

The City is seeking proposals for On-Call Landscape Construction Services for various Parks, Recreation and Libraries rehabilitation projects which includes, but is not limited to**:**

1. Planting and irrigation renovations;
2. Irrigation system conversions from conventional spray to drip or other water-conserving method;
3. Irrigation controller replacement;
4. New drainage installation;
5. Concrete, asphalt, and decomposed granite paving removal and replacement;
6. Tennis / Sports court repair and resurfacing;
7. Retaining wall, fence and other misc. hardscape repair and installation.
8. Additional Landscape Construction

3.1 ON-CALL PROCESS EXPECTATIONS

A typical project may include the following phases:

PHASE 1: Field Investigation

1. Review the existing materials, drawings, reports, etc., prepared by City staff on the proposed project(s).

2. Review the proposed scope(s) and conduct field review of project site conditions.
3. Locate, quote product and labor costs using unit pricing from this proposal as applicable. The contractor will be required to provide all labor, materials, equipment, and tools needed to perform the scope of Work. (Costs shall be quoted at prevailing wages and as applicable, work shall comply with the Parks Construction Standards, latest edition.)

PHASE 2: Review Material and Labor Options with City Staff

1. This phase will consist of review of quotes and material options, and shall be performed within 10 working days of the review of the project with the City's project manager, unless otherwise mutually agreed upon.
2. Additional items required may also include shop drawings, product specs, and a construction schedule.
3. Scheduling shall be coordinated in consideration of weather, season, and public use (scheduled and unscheduled). Additionally, communication and coordination with the City's Landscape Maintenance contractor may be required to ensure existing landscapes are not negatively impacted by interruptions to irrigation service or other adverse conditions.
4. If multiple projects are to be completed either concurrently or sequenced, provide recommendations of such based on type of work, weather, season and public use. This shall be coordinated with the City's project managers.

PHASE 3: Complete Project and Review with City Staff

1. Conduct pre-construction meeting on-site with City Project Manager and Park Inspector.
2. Complete construction as directed by scope of work.
3. Provide as-built drawings as appropriate to project type.
4. Onsite review of completed project with City staff.

3.2 **Additional Project Notes**

1. Multiple project managers may be involved in projects to be addressed under this contract.
2. Certain projects may be design/build, or based off simple sketches and/or a written scope of work.
3. Time is of the essence: Once a mutually agreed upon schedule has been established, a penalty may be applied in the amount of $500/day for each day the work does not end consistent with the mutually agreed upon schedule. Extenuating circumstances should be discussed in advance of any anticipated delays.
3. All work will comply with City of Roseville Parks Design & Construction Standards.
4. All work shall include a minimum 1-year warranty on all materials and workmanship.

3.3 **Multiyear Agreements** - The initial contract will be from date of award through June 2027. The City reserves the right to renew the contract for three (3) additional years, one year at a time at its sole discretion. The vendor receiving the contract award for the initial contract will retain that contract award throughout the life of the contract, including the optional renewal years.

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

affect the cost. The City of Roseville is also willing to re-negotiate pricing if it is affected by catastrophic circumstances (example: unforeseen national/world crisis or acts of God).

Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the vendor. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to extend the agreement.

4 ASSURANCE OF DESIGNATED PROJECT TEAM

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

5 PROPOSAL FORMAT REQUIREMENTS

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

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

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

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

5.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Contractor will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).

5.2 **Signature Requirements** - The attached Proposer's Certification (**Attachment A)** shall be executed by an official(s) legally authorized to bind the Contractor which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.
- Proposals which are submitted by an Individual Doing Business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

5.3 **TAB A: Firm's Qualifications** – Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

5.4 **TAB B: Experience and References** – Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

5.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes may be included in the appendix.

5.6 **TAB D: Project Understanding** – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.

5.7 **TAB E: Project Plan** – Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include equipment owned and/or to be leased.

5.8 **TAB F: Cost Proposal** – Provide a total cost proposal for all products and services to be delivered and breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff. Define any reimbursable expenses requested to be paid by the City.

5.9 **TAB G: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:

- Non-substitution for the designated members of the team without approval by City staff **(Section 5.0)**
- The absence of a conflict of interest **(Section 10.4)**
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract **(Section 10.7)**. (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.23**)

Submit the following documents with proposal:

- Proof of registration with California Secretary of State. **Note:** All proposers must be registered with the Secretary of State or have a valid exemption by the time of award.
- Executed copy of Proposer's Certification (**Attachment A**)
- Levine Act Disclosure Statement Form (**Attachment B**)
- Executed copy of Non-collusion Declaration (**Attachment E**)
- Contractor Licenses (**Attachment C**)
- Subcontractor List (**Attachment D**)

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

5.11 **TAB I**: **Competency of Proposers** – The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the Contractor has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to ensure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable.

6 SUBMITTAL INSTRUCTIONS

6.1 Your submittal package shall include the following:
Via electronic mail, then send one (1) copy of the proposal to cityclerkroseville@roseville.ca.us. The file size limit is 25 megabytes.

Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. If mailing the proposal, then it shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel.

6.1 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

6.2 Postmarks will not be accepted, and proposals received after the deadline date and time will not be acceptedor considered. **No exceptions.**

6.3 The City reserves the right to waive minor defects and/or irregularities in proposals and shall be the sole judge of the materiality of any such defect or irregularity.

6.4 All costs associated with proposal preparation shall be borne by the proposer.

6.5 Department of Industrial Relations Contractor Registration: No contractor or subcontractor may be listed on a proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

Evaluation Criteria	**Maximum Points Possible**
A. Experience and qualifications of firm and proposed staff/sub-consultants/sub-contractors	35
B. Relevant experience of similar projects/contracts	35
C. Proposed Cost, On-Call rates	30
Total Possible Points:	**100**

8 SELECTION PROCESS

8.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.

8.2 Proposals submitted will be reviewed by a selection committee. Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of Contractors invited to an interview may vary depending upon the number of proposals submitted.

8.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered, and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.

8.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Contractor might propose.

8.5 A contract will be negotiated with the Contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Contractor considered next best in meeting the City's needs for this particular project.

8.6 The selected Contractor will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

8.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.

8.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Contractor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

8.9 The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.

8.10 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.

8.11 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

9 GENERAL TERMS & CONDITIONS

9.1 **Standard Contract**. Upon completion of the evaluation and recommendation for award, the selected Contractor will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment G**.

9.2 **Independent Contractor**. At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers'

compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.

9.3 **Non-Appropriation**. The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

9.4 **Conflict of Interest**. The Contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

9.5 **Undue Influence**. The Contractor shall warrant via an executed Proposer's Certification (**Attachment A**)that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee or agent of the Contractor, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity. Additionally, the Contractor shall provide a completed Levine Act Disclosure Statement form(**Attachment B**). A party to a proceeding before an agency involving a license, permit, or other entitlement for use, including contracts not competitively bid and awarded to the lowest responsible bidder with a responsive bid shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent to a City official/campaign. (Gov. Code, § 84308.) For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

9.6 **Non-Collusion**. Contractors submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-consultants or sub-contractors. Proposers shall also submit a properly completed and executed "Non-collusion Declaration" which is attached as **Attachment E**.

9.7 **Indemnification & Insurance Requirements**. The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment G**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Contractor shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Contractor's proposal. If a proposer takes exception to the indemnification and insurance requirements, then the nature and scope of the proposed exceptions may negatively affect the evaluation of that proposer's submittal and the City's determination of whether it is possible to successfully negotiate a contract with that firm. Submitting exceptions are at the proposer's own risk.

9.8 **Cost of Preparing Proposal**. The City will not pay any costs incurred by any Contractor in preparing or submitting a proposal in response to this RFP.

9.9 **Proposals Property of the City**. All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.

9.10 **Proposals are Public Records**. All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.

9.11 **Protests.**

(a) Protest Requirements

(1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

(b) Grounds for Protest

(1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.

(2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

(1) The City Manager or designee makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or

(2) The City decides to reject all proposals and issue a new RFP.

9.12 **Rejection of RFP**. The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Contractor in response to any RFP. This RFP does not constitute any form of offer to contract.

9.13 **Multiple Award.** The City reserves the right to award the contract to multiple contractors when applicable.

9.14 **Increasing/Decreasing Portions of RFP**. The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.

9.15 **Rejection as Non-Responsive**. Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.

9.16 **Modifying RFP**. The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.

9.17 **If no proposal is accepted**, the City may elect to have the services performed in some other manner.

9.18 **Rejecting Team Members, Firms or Sub-contractors**. The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.

9.19 **Local Business, Small Business, Minority and Women Owned Business**. Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.

9.20 **Withdrawal of Proposals**. Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Contractor prior to the expiration of that ninety (90) day period.

9.21 **Prohibited Transmittals**. No telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.

9.22 **Proposal Postponement and Amendment**. The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.

9.23 **Proprietary Information**. Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.

9.24 **Right to Request Additional Information**. During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.

9.25 **Modification of Proposals**. Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

9.26 **Examination of Contract Documents**. Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment G**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.

9.27 **Non-Discrimination**. The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other

categories protected by law. Upon acceptance of a proposal, the City may request that the selected Contractor sign a statement affirming its compliance with this policy.

9.28 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Contractor shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.

9.29 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

9.30 **Bonds**. The successful Contractor will be required to provide a **100% Faithful Performance Bond and a 100% Labor and Materials Bond** using the City's forms.

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

Attachment A

PROPOSER'S CERTIFICATION

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

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

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

_____
NAME OF BUSINESS

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
TELEPHONE NUMBER

_____
EMAIL

Type of Organization:

____ Sole Proprietorship ____ Corporation _____ State of Incorporation

____ Partnership ____ Limited Liability Company

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO _____

If yes, please identify the City Officer(s):_____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO _____

If yes, please identify the City Officer(s):_____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

_____	_____	_____
(Date)	(Printed Name/Title of Authorized Representative)	(Name of business/legal entity)

_____

(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A **party** to a proceeding before an agency involving a license, permit, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent.

A **party**, **or agent to a party**, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

Attachment C

CONTRACTOR LICENSES

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

CA State Lic. No.	Name on License	Class/Type	Expiration Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you have a City of Roseville Business License? Yes____ No____

License #_____

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

DIR contractor registration number and expiration date:

*_____

Attachment D

SUBCONTRACTOR LIST

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

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Attachment E

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

_____

(Signature of Declarant)

Attachment F
Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claimresolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for theresolution of claims related to those contracts of $375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity′s written response of if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates

determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read: 9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the

meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board , in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works

Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2. The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Contract Purchase Agreement 3003457

Supplier Details:

Company	Sample Company
Contact	Fred Sample
Address	111 Sample Dr.
	Roseville, CA 95678

Submit your response to:

Company	City of Roseville
Contact	
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1100
Fax	(916) 746-1115
E-mail	

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

Contract Purchase Agreement 3003457

Agreement	**3003457**
Agreement Date	**15-FEB-2024**
Revision	**0**
Agreement Amount	**0.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Sample Company
111 Sample Dr.

Roseville, CA 95678
Phone: (916)111-1111
Fax: (916)111-2222
Email: samplecompany@sample.org

Description of Labor, equipment and/or materials: This is a SAMPLE agreement for illustration purposes only.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11028	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2023	**30-Jun-2024**	

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management

and the City Attorney.

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

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

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

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

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

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

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, visit the CARB Advanced Clean Fleet webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets.
20. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
21. Contractor must submit all claims as defined in and in accordance with the claim

resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

22. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
23. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $250 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
24. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
25. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

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

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.
The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors**.

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

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

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

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

ATTACHMENT **H**

Must be completed for this on-call contract

Cost Proposal Sheet

Concrete Unit Prices:

Demolition, offhaul and disposal	$ _____	per SF
Flatwork <500 SF (PK-PA-1, PK-PA-2, PK-PA-3, PK-PA-4)*	$ _____	per SF
Flatwork ≥500 SF (PK-PA-1, PK-PA-2, PK-PA-3, PK-PA-4)*	$ _____	per SF
Dowelling (PK-PA-3)	$ _____	per EA
Concrete Mowband(PK-MI-5)	$ _____	per LF

*incl. forming, finishing, score joints, stripping forms and backfill

Decomposed Granite Unit Prices:

Redwood header (PK-MI-3)	$ _____	per LF
Decomposed Granite w/ stabilizer (PK-PA-4)	$ _____	per SF

Retaining Wall Unit Prices:

42" Tall Keystone Wall with backdrain (PK-MI-4)**	$	per LF

**Includes 6" AB footing and 4" cap.

Drainage Unit Prices:

12" Pre-cast concrete Drain inlet with iron grate	$ _____	per EA
4" SDR 35 Drain pipe	$ _____	per LF
French Drain- (12" x 18", 4" pipe, rock, fabric)	$ _____	per LF

Planting Unit Prices :

Tree planting - 24" box w/ staking (PK-LS-4, OK-LS-5)***	$	per EA
Tree planting - 15 gal w/ staking (PK-LS-4, OK-LS-5)***	$	per EA
Shrub planting - 5 gallon(PK-LS-2, PK-LS-3)***	$	per EA
Shrub Planting - 1 gallon(PK-LS-2, PK-LS-3)***	$	per EA
Walk-on Fir Mulch installation (<20 CY)	$ _____	per CY
Walk-on Fir Mulch installation (≥ 20 CY) $	_____	per CY

***Due to price variability in plant varieties, include standard nursery stock pricing herein.
Premium plants will be addressed on a project by project basis.

Drip Irrigation Unit Prices(PL-IR Details):

1" PVC Lateral:	$ _____	per LF
3/4" Supply header (12" O.C.):	$ _____	per LF
3/4" Supply header (18" O.C.):	$ _____	per LF
Subsurface drip line:	$ _____	per LF
Flush Valve in Box + operation indicator:	$ _____	per EA

SWPPP

Straw waddle	$ _____	per LF
Silt fence	$_____	per LF
Drain Inlet protection	$_____	per drain
Hydroseed per Parks Construction Standards	$_____	per SF

For work items that do not fall under unit prices above, labor, materials, equipment, and subcontractor markups shall be consistent with Parks Construction Standards and Buildings & Grounds Section 3-1.06.

City of Roseville

RFP 13-182 On-Call Landscape Construction Services

Clearwater Construction Services, Inc
DBA Clearwater Landscape Services
3908 Placitas Dr
Cameron Park, CA 95682

Contact: Scott Houck
Office Phone: 916-987-3081
Cell Phone: 916-825-1574
scott@clearwatercsc.com

Clearwater will perform the services and adhere to the requirements described in the City of Roseville RFP 13-182 On-Call Landscape Construction Services, including addenda #1 4/21/2026.

Summary of Business Licenses and Certifications

State of Incorporation: California

Corporation #: 2640794

Date of Incorporation: 3/10/2004

California Contractors License #: 843399 C-27 & B

CLSB Expiration Date: 7/31/2026

Certified Small Business Certification: SB & SB-PW 44424

SBE Expiration Date: 4/30/2027

City of Roseville Business License #: 00851836

Business License Expiration Date: 12/31/2026

Experience Modification Rate: 6/16/2025 – 0.87

DIR Registration #: 1000000558

DIR Expiration Date: 6/30/2026

ISNetworld Company ID #: 400-233728

Common Ground Alliance (CGA) Damage Prevention Institute (DPI) ID#: 34698

Statement of Qualifications

Company Overview
Clearwater Landscape Services is a certified small business corporation established in 2004, with a proven track record on both private and public projects. Our expertise spans erosion control, electrical, grading, storm drain systems, concrete, and asphalt paving—allowing seamless integration of landscape and hardscape disciplines.

Relevant Experience
Our team has completed projects across a range of sectors, including:

- Airports
- Highways and roadways
- K–12 schools
- Environmental mitigation and revegetation
- Public parks and recreational areas

Relevant Experience by Discipline

- Erosion Control: Installation of silt fence, sediment basins, check dams, hydroseeding, and bonded fiber matrix (BFM) for highways, airports, and mitigation sites.
- Grading & Earthwork: Mass grading, finish grading, and subgrade preparation for roads, pads, and drainage features.
- Storm Drain Systems: Trenching, installation of RCP and HDPE pipe, catch basins, manholes, and outfall protection.
- Concrete Paving: Flatwork including sidewalks, curbs, gutters, driveways, and equipment pads.
- Asphalt Paving: Base preparation, patching, overlay, and new asphalt installation for parking lots, pathways, and roadways.
- Electrical: Low-voltage landscape lighting, irrigation control wiring, and site utility electrical coordination (licensed subs available for line voltage as required).

Staffing & Scalability
Core team: 10 professionals specializing in irrigation, landscape construction, and erosion control
Field crew: Scalable from 15 to 30 personnel to meet project schedules and peak demands

All personnel are trained in safety, diversity awareness, and job-specific technical skills

Mission Alignment
Our mission directly supports the goals of this RFP: to deliver the highest quality work safely, on time, and within budget—while upholding a culture of diversity, continuous training, and professionalism.

Commitment to Safety & Compliance
Clearwater Landscape Services follows rigorous safety protocols and maintains all necessary certifications, insurance, and licensing for public and private sector work.

Client References

Project Name: Oak Ridge Elementary School - New Construction
Location: 1717 2nd Street, Sacramento, CA 95811
Prime Contractor: Otto Construction
Prime Contractor Contact: Jamie Blatchford (916) 980-9035 jblatchford@ottoconstruction.com
Description of Project, Scope of Work Performed: Landscaping and Irrigation
Date of Completion: 12/12/2025

Project Name: San Joaquin County Program & Detention Facility
Location: 7001 Michael Canlis Blvd French Camp, CA 95231
Prime Contractor: Broward Builders
Prime Contractor Contact: Josef Braeu 530-666-5635 jbraeu@browardbuilders.com
Description of Project, Scope of Work Performed: Irrigation systems, Planting and Decomposed Granite-Crete and Aggregate Base course work
Date of Completion: 12/11/2025

Project Name: UCDH Folsom MOB
Location: 14264 Innovation Drive, Folsom, CA 95630
Prime Contractor: Rudolph & Sletten, INC.
Prime Contractor Contact: Kristi Cahoon 408-806-0929 kristin.cahoon@rsconst.com
Description of Project, Scope of Work Performed: Landscaping and Irrigation
Date of Completion: 10/6/2025

Vendor References

Horizon
11380 Sunrise Park Dr Rancho Cordova, CA 95742-6542 Phone: 916-638-7744 Fax: 916-638-8844
Account #: H16553

Boething
23475 Long Valley Road, Woodland Hills, CA 91367 Phone: 818-316-2062 Fax: 818-992-7558
Email: credit@boethingtreeland.com Account #: 802096

Site One
1675 Nichols Dr Rocklin, CA 95765 Phone: 916-663-7118 Kyle Lipps
Account #: 715875

Qualifications Of Team

Manuel Cuevas – Project Foreman

Manuel Cuevas has over 20 years of experience in commercial landscape and irrigation in public works, erosion and sediment control, and in implementing best management practices across California.

Sarah Geyer - Project Manager

Sarah Geyer has 5 years of experience in erosion control and best management practices in relation to the California Construction General Permit.

She has been trained as a Qualified Stormwater Pollution Prevention Plan Practitioner and Certified Erosion, Sediment, and Stormwater Inspector, maintaining professional development hours in relevant training annually.

She has played a key role in the coordination, support, and management of BMP installation throughout California at Clearwater Landscape Services. Installation includes hydroseeding, erosion, and sediment control for a major housing developer in the Sacramento area, along with BMP support services for Ahtna/PG&E and Terraphase.

Sarah's start in the Commercial Landscaping industry was operating a hydroseeder and managing a field crew, including commercial irrigation and landscape. She has since expanded her knowledge and training and has worked into an operations and project manager role, managing multiple projects and crews, and working with owners, general contractors and inspectors.

Sarah is a member of the International Erosion Control Association and has attended numerous field trainings, including the annual BMP Round-Up.

Katie Dickerson – Office Manager

Katie has over 10 years of experience in construction and over 7 years of construction administration, payroll, and billing administration. She has proven strengths in organization, time management, attention to detail, and communication. She is skilled at bridging field operations and office administration for seamless project support from payroll to billing invoices, subcontracts, and change orders to account reconciliations.

Scott Houck – President

Scott Houck has over 35 years of experience in construction management, landscape architecture, and stormwater management.

He has been trained as a Qualified Stormwater Pollution Prevention Plan Practitioner and Certified Erosion, Sediment, and Stormwater Inspector, and maintains professional development hours in relevant training annually. Working closely with contractors and consultants in the field during construction projects, he has a knowledge of how to create BMP's during construction activities to enhance the project site for winterization. This field experience has also given him the ability to quickly mitigate situations that arise and the ability to choose proper techniques to resolve the issues quickly and efficiently for clients.

CLEARWATER
LANDSCAPE SERVICES

Project Understanding

Clearwater Landscape Services fully understands and can achieve the goals set by the City for this RFP. Clearwater has participated in prior On-Call Landscape Construction projects with the City of Roseville and has fulfilled all requests on time to the satisfaction of the City. We strive to exceed expectations and, with over 20 years' experience in the industry, and can guarantee quality workmanship. Review work request with City Staff. Clarify all questions and concerns. Provide a cost proposal to the city in a timely manner. Provide lead times and work duration with the cost proposal.

Project Plan

Upon award of work, coordinate the project during the preconstruction meeting. Understand each team member's role in answering questions (RFIs), inspections, and closeout.

Provide a construction schedule and weekly project updates. Mobilize equipment from our fleet in Orangevale, CA and complete projects per the City of Roseville construction standards. Provide public safety during the project and turn over a finished project on time and to meet the City's expectations of quality.

CLEARWATER
LANDSCAPE SERVICES

Attachments

- Executed copy of Proposer's Certification (Attachment A)
- Levine Act Disclosure Statement Form (Attachment B)
- Executed copy of Non-collusion Declaration (Attachment E)
- Contractor Licenses (Attachment C)
- Subcontractor List (Attachment D)
- Cost of Proposal Sheet (Attachment H)
- Proof of Registration with California Secretary of State
- Contractors State License Board
- City of Roseville Business License
- Officers List
- SBE Certification
- DIR Registration
- CGA DPI Letter of Accreditation
- Surety Letter
- Current EMR Letter
- City of Roseville Certificate of Insurance

Attachment A

PROPOSER'S CERTIFICATION

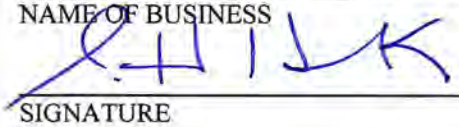
I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

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

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

Clearwater Construction Services, Inc DBA Clearwater Landscape Services

NAME OF BUSINESS



SIGNATURE

Scott Houck President

NAME & TITLE, TYPED OR PRINTED

3908 Placitas Dr Carmeron Park CA 95682

MAILING ADDRESS

916-987-3081

TELEPHONE NUMBER

scott@clearwatercsc.com

EMAIL

Type of Organization:

____ Sole Proprietorship X Corporation _____ State of Incorporation

____ Partnership ____ Limited Liability Company

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES ____ NO X

If yes, please identify the City Officer(s): _____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES ____ NO X

If yes, please identify the City Officer(s): _____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

4/21/2026	Scott Houck President	Clearwater Construction Services, Inc DBA Clearwater Landscape Services
(Date)	(Printed Name/Title of Authorized Representative)	(Name of business/legal entity)

(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A **party** to a proceeding before an agency involving a license, permit, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent.

A **party, or agent to a party**, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

Attachment E

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Clearwater Construction Services, Inc DBA Clearwater Landscape Services, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/21/26 [date], at Orangevale [city], California [state].

(Signature of Declarant) PRESIDENT

Attachment C

CONTRACTOR LICENSES

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

CA State Lic. No.	Name on License	Class/Type	Expiration Date
843399	Clearwater Construction Services Inc dba Clearwater Landscape Services	C-27 B	7/31/2026

Do you have a City of Roseville Business License? Yes X No____

License # 00851836

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

DIR contractor registration number and expiration date:

* 1000000558 exp. 6/30/2026

Attachment D

SUBCONTRACTOR LIST

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

Company Name	Tri-Square Construction Company INC.
Principal	Jeffrey Baggaley- President
Address	4994 Hillsdale Circle
City	El Dorado Hills
Phone	916-933-3530
Job capacity	Electrical
Percentage of total work	100%
Licenses and numbers	816574 C-10 & B exp 1/31/2027
DIR Contractor Registration Number & Expiration Date	2000014014 exp 6/30/2026

Company Name	Brco Constructors Inc
Principal	Brian Scott Roth - RMO/CEO/Pres
Address	3650 Cincinnati Ave
City	Rocklin
Phone	916-253-9373
Job capacity	Grading ,Compaction, Underground, Paving
Percentage of total work	80%
Licenses and numbers	511602 A, B C-12 exp 6/30/2027
DIR Contractor Registration Number & Expiration Date	1000000205 exp 6/30/2027

Rate Schedule

ATTACHMENT **H**

Must be completed for this on-call contract

Cost Proposal Sheet

Concrete Unit Prices:

Demolition, offhaul and disposal	$8.00	per SF
Flatwork <500 SF (PK-PA-1, PK-PA-2, PK-PA-3, PK-PA-4)*	$20.00	per SF
Flatwork ≥500 SF (PK-PA-1, PK-PA-2, PK-PA-3, PK-PA-4)*	$15.00	per SF
Dowelling (PK-PA-3)	$40.00	per EA
Concrete Mowband(PK-MI-5)	$ 35.00	per LF

*incl. forming, finishing, score joints, stripping forms and backfill

Decomposed Granite Unit Prices:

Redwood header (PK-MI-3)	$4.00	per LF
Decomposed Granite w/ stabilizer (PK-PA-4)	$ 5.00	per SF

Retaining Wall Unit Prices:

42" Tall Keystone Wall with backdrain (PK-MI-4)**	$ 125.00	per LF

**Includes 6" AB footing and 4" cap.

Drainage Unit Prices:

12" Pre-cast concrete Drain inlet with iron grate	$ 2,500.00	per EA
4" SDR 35 Drain pipe	$ 10.00	per LF
French Drain- (12" x 18", 4" pipe, rock, fabric)	$35.00	per LF

Planting Unit Prices :

Tree planting - 24" box w/ staking (PK-LS-4, OK-LS-5)***	$450.00	per EA
Tree planting - 15 gal w/ staking (PK-LS-4, OK-LS-5)***	$ 225.00	per EA
Shrub planting - 5 gallon(PK-LS-2, PK-LS-3)***	$ 65.00	per EA
Shrub Planting - 1 gallon(PK-LS-2, PK-LS-3)***	$ 40.00	per EA
Walk-on Fir Mulch installation (<20 CY)	$ 100.00	per CY
Walk-on Fir Mulch installation (≥ 20 CY) $	75.00	per CY

***Due to price variability in plant varieties, include standard nursery stock pricing herein.
Premium plants will be addressed on a project by project basis.

Drip Irrigation Unit Prices(PL-IR Details):

1" PVC Lateral:	$ 6.00	per LF
3/4" Supply header (12" O.C.):	$ 2.75	per LF
3/4" Supply header (18" O.C.):	$ 2.75	per LF
Subsurface drip line:	$ 1.60	per LF
Flush Valve in Box + operation indicator:	$ 75.00	per EA

SWPPP

Straw waddle	$ 3.50	per LF
Silt fence	$ 3.50	per LF
Drain Inlet protection	$ 200.00	per drain
Hydroseed per Parks Construction Standards	$ 0.10	per SF

For work items that do not fall under unit prices above, labor, materials, equipment, and subcontractor markups shall be consistent with Parks Construction Standards and Buildings & Grounds Section 3-1.06.

Home

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 843399

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 12/19/2025 12:03:41 PM

Business Information

CLEARWATER CONSTRUCTION SERVICES INC
dba CLEARWATER LANDSCAPE SERVICES

3908 PLACITAS DRIVE
CAMERON PARK, CA 95682
Business Phone Number:(916) 987-3081

Entity Corporation
Issue Date 07/26/2004
Expire Date **07/31/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C27 - LANDSCAPING
- B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE) .
Bond Number: 782235C
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual SCOTT RAY HOUCK certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 08/14/2018
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the SENTINEL INSURANCE COMPANY LTD
Policy Number:57WEABH2DS4
Effective Date: 09/01/2024
Expire Date: 09/01/2026
Workers' Compensation History

Workers' compensation classification code(s):
0042 - Landscape Gardening
8810 - Clerical Office Employees
8742 - Salespersons-Outside

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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Business UCC

Home

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Clearwater Construction Services

Advanced

Results: 1

Entity Information	Initial Filing Date	Status	Entity Type	Formed In	Agent
CLEARWATER CONSTRUCTION SERVICES, INC. (2640794)	03/10/2004	Active	Stock Corporation - CA - General	CALIFORNIA	Rafael Rios

CLEARWATER CONSTRUCTION SERVICES, INC. (2640794)

Request Certificate

Initial Filing Date	03/10/2004
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	3908 PLACITAS DRIVE CAMERON PARK, CA 95682
Mailing Address	3908 PLACITAS DRIVE CAMERON PARK,CA95682
Statement of Info Due Date	03/31/2027
Agent	Individual Rafael Rios 1360 RAILROAD AVENUE ST. HELENA, CA 94574

View History

Request Access

BUSINESS LICENSE CERTIFICATE

"For Services Provided in the City of Roseville, California Only"

CITY OF ROSEVILLE
TRADITION·PRIDE·PROGRESS

8839 N Cedar Ave #212
Fresno, CA 93720-1832
License Division - 916-727-6868

BUSINESS NAME: CLEARWATER LANDSCAPE SERVICES

DESCRIPTION: CONTRACTOR

BUSINESS LOCATION: 6330 MAIN AVE # 2
ORANGEVALE, CA 95662-4336

BUSINESS OWNER: CLEARWATER LANDSCAPE SERVICES

Special Conditions: CONTRACTOR - SPECIALTY

LICENSE

CLEARWATER LANDSCAPE SERVICES
3908 PLACITAS DR
CAMERON PARK, CA 95682-4100

Business License Number: 00851836

Effective Date: January 01, 2026

Expiration Date: December 31, 2026

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

CLEARWATER LANDSCAPE SERVICES:

Thank you for your payment on your City of Roseville Business License. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at Roseville@hdlgov.com or by telephone at 916-727-6868.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

ROSEVILLE
BUSINESS LICENSING
8839 N CEDAR AVE # 212
FRESNO, CA 93720-1832

CITY OF ROSEVILLE

BUSINESS TAX CERTIFICATE

CLEARWATER LANDSCAPE SERVICES
3908 PLACITAS DR
CAMERON PARK, CA 95682-4100

License Number: **00851836**

Date of Issue: **01/01/2026**

Officers

Name	Title	Ownership %
Scott Houck	Owner	100%

Printed on: 4/29/2025 9:14:25 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 44424

Legal Business Name:
Clearwater Construction Services inc

Doing Business As (DBA) Name 1:
Clearwater Landscape Services

Doing Business As (DBA) Name 2:

Address:
3908 Placitas Dr
Cameron Park
CA 95682

Email Address:
Officemgr@clearwatercsc.com or Scott@clearwatercsc.com

Business Web Page:
www.clearwatercsc.com

Business Phone Number:
916/987-3081

Business Fax Number:

Business Types:
Construction

Certification Type	Status	From	To
SB	Approved	04/22/2025	04/30/2027
SB-PW	Approved	04/22/2025	04/30/2027

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Registration Dates

Contractor	Registration Start Date	Registration End Date	Registration Status
1000000558 - CLEARWATER CONSTRUCTION SER...	2025-07-01	2026-06-30	Active
1000000558 - CLEARWATER CONSTRUCTION SER...	2022-07-01	2025-06-30	Expired
1000000558 - CLEARWATER CONSTRUCTION SER...	2024-07-06	2025-06-30	Cancelled
1000000558 - CLEARWATER CONSTRUCTION SER...	2019-07-01	2022-06-30	Expired
1000000558 - CLEARWATER CONSTRUCTION SER...	2018-06-27	2019-06-30	Expired
1000000558 - CLEARWATER CONSTRUCTION SER...	2017-05-08	2018-06-30	Expired
1000000558 - CLEARWATER CONSTRUCTION SER...	2016-06-02	2017-06-30	Expired
1000000558 - CLEARWATER CONSTRUCTION SER...	2015-06-17	2016-06-30	Expired
1000000558 - CLEARWATER CONSTRUCTION SER...	2014-07-22	2015-06-30	Expired

Terms & Conditions | Privacy Policy | Disclaimer | Nondiscrimination Notice | Accessibility | dir.ca.gov | Copyright 2024 State of California

Rows 1 - 9 of 9

Letter of Accreditation

This letter acknowledges that Clearwater Landscape Services, Inc is a member of the Common Ground Alliance (CGA) and enrolled as an accredited organization in the Damage Prevention Institute (DPI).

Stakeholder Category: Excavator

Participant ID: 37698

Accreditation Issued: 2023-01-03

Accreditation Valid Through: 2026-12-31

Maintaining this accreditation requires that Clearwater Landscape Services, Inc submits data to the DPI monthly.

Sarah K. Magruder Lyle

Sarah Magruder Lyle

Common Ground Alliance

President & CEO

The accreditation status of all organizations enrolled in the DPI is available on the DPI website.

Liberty Mutual INSURANCE

Liberty Mutual Surety
790 The City Drive S., Suite 200
Orange, CA 92868

March 26, 2026

Re: Prequalification

Account: Clearwater Construction Services, Inc.

To Whom It May Concern:

The Ohio Casualty Insurance Company has provided surety credit to Clearwater Construction Services, Inc. since 2005. Clearwater Construction Services, Inc. is an account in good standing with a current surety program of single projects up to $1,000,000 in size, with an aggregate cost to complete of $3,000,000.

Please be aware that the execution of payment and performance bonds by The Ohio Casualty Company is subject to the positive review of all standard underwriting considerations at the time of the request and satisfactory review of any contracts, terms, conditions, specifications, bond forms, and owner financing tendered to the principal and the surety at the time of award.

Additionally, the issuance of bonds is a matter between the surety and the principal. If for any reason we do not issue bonds on an awarded project, no third party liability is assumed by the surety company, the principal, or their agent. In no way does this letter replace or constitute a bid bond and is for informational purposes only. As such, this letter is not contractually binding.

The Ohio Casualty Company is a Licensed and Admitted Surety Insurer, is listed in the Federal Registry Circular 570 and is rated an "A" (Excellent) by A.M. Best, Financial Size Category XV.

Sincerely,

Ashley White, Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of Placer)

On March 26, 2026 before me, Joselynn Campbell, Notary Public
(insert name and title of the officer)

personally appeared Ashley White,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

JOSELYNN CAMPBELL
COMM. # 2504808
NOTARY PUBLIC • CALIFORNIA
PLACER COUNTY
Comm. Exp. NOV. 19, 2028

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213388-977442**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maggie Bender-Johnson; Dona Lisa Buschmann; Joselynn Campbell; Edward D. Johnson; Robert D. Laux; Kathy Rangel; Julie A. Shiroma; Ashley White

all of the city of Roseville state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

March 25, 2026

RE: Clearwater Construction Services

To Whom It May Concern:

The Experience Modification Rate (EMR) for the above referenced insured is as follows:

- 6/16/2025-0.87
- 6/14/2024- 0.85
- 6/23/2023- 0.75
- 6/30/2022- 0.75
- 5/08/2021- 0.55

Please feel free to contact me with any questions.

Thank you,

Mike Coffman
Commercial Lines Producer

USI Insurance Services

CA License Nos. 0M50287 | 0G11911

10940 White Rock Rd, Suite 200, Rancho Cordova, CA 95670

O: 916.883.0619 | C: 706.414.3595

mike.coffman@usi.com | www.usi.com

Client#: 2090650 CLEARCON17

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
Lic # OG11911
10940 White Rock Rd 2nd Fl
Rancho Cordova, CA 95670

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INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Sentinel Insurance Company Ltd.	11000
INSURER C : Indian Harbor Insurance Company	36940
INSURER D : Trumbull Insurance Company	27120
INSURER E :	
INSURER F :	

INSURED
Clearwater Construction Services, Inc.
dba Clearwater Landscape Services, Inc.
3908 Placitas Drive
Cameron Park, CA 95682

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	57UEABP5WC6	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	57UEABE8688	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			57RHABS6MXG	09/01/2025	09/01/2026	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEABH2DS4	09/01/2025	09/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C $	Pollution Liab			PEC2000874	09/01/2025	09/01/2026	$1,000,000 Ea Occurrenc $1,000,000 Per Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract Purchase Agreement: 3003457
The General Liability and Auto Liability policies includes an Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, The City of Roseville, its officers, agents, employees and volunteers, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Auto Liability policies (See Attached Descriptions)

CERTIFICATE HOLDER
The City of Roseville
Insurance Compliance
PO Box 100085-R1
Duluth, GA 30096

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Auto Liability and Workers' Compensation policies provides a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The General Liability policy includes an endorsement providing that 30 days notice of cancellation for reasons other than non payment of premium and 10 days notice of cancellation for non payment of premium will be given to the Certificate Holder by the Insurance Carrier. The Umbrella Liability policy includes an endorsement providing that 60 days notice of cancellation for reasons other than non payment of premium and 10 days notice of cancellation for non payment of premium will be given to the Certificate Holder by the Insurance Carrier.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;

(2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of such written contract or written agreement; and

(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

(2) Only to the extent permitted by law; and

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(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **(c)** below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured in the Schedule is a Named Insured under such other insurance; and

(ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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1. ALIENATED PREMISES COVERAGE

Exclusion j. Damage To Property of **Section I - Coverage A** is amended as follows:

a. The following exception to the exclusion is deleted:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

b. This exception is replaced by the following:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work".

2. DAMAGE TO YOUR WORK

A. Section I - Coverage A - Bodily Injury And Property Damage Liability, Paragraph **1. Insuring Agreement** is amended to add the following:

f. Damages because of "property damage" include damages the insured becomes legally obligated to pay because of "property damage" to "your work" or caused by "your work", and such "property damage" shall be deemed to be caused by an "occurrence", if not intended or expected from the standpoint

of the insured, regardless of whether the "property damage" arises from breach of contract.

B. Exclusion l. Damage To Your Work of **Section I - Coverage A** is replaced by the following:

l. Damage to Your Work

"Property damage" to that particular part of "your work" that must be restored, repaired or replaced because "your work" was incorrectly performed and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work performed incorrectly was performed on your behalf by a subcontractor.

This Paragraph **2.B.** does not apply if **Exclusion l. Damage To Your Work** has been otherwise modified by endorsement.

3. THAT PARTICULAR PART

This Paragraph **3.** applies to **Exclusion j. Damage to Property**, subparagraphs **(5)**, and **(6)**, Exclusion **k. Damage to Your Product**, and Exclusion **l. Damage to Your Work**.

When performing operations as a "general contractor", the term that particular part shall not mean the entire construction, improvement or renovation project. For purposes of this provision, the term "general contractor" means the contractor signing the prime construction contract for a construction, erection, improvement or renovation project and that has main responsibility for such project including hiring all of the subcontractors and suppliers.

4. CONTRACTORS LIMITED PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph **2.**, **Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and to Paragraph **2.**, **Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(2) Supervisory or inspection activities performed as a part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

However, this exception to the exclusion will not apply if you are in the business or profession of providing the professional services described above independent from the construction work performed by you or on your behalf.

In the event this insurance applies to any injury, damage, loss, cost or expense covered by Professional Liability insurance issued by a company unaffiliated with us, then the insurance

afforded under this Coverage Part is excess over such other valid and collectible Professional Liability insurance (including any deductible or self-insured retention portion thereof), and any other valid and collectible insurance available to the insured whether primary, excess, contingent or on any other basis.

5. PER PROJECT AND PER LOCATION GENERAL AGGREGATE LIMITS OF INSURANCE

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single "project" or a single "location";

1. A separate Per Project General Aggregate Limit or a separate Per Location General Aggregate Limit applies to each "project" or "location", whichever is applicable. The Per Project General Aggregate Limit and Per Location Aggregate Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Per Project General Aggregate Limit or the Per Location General Aggregate Limit, whichever applies, is the most we will pay for the sum of all damages under **Coverage A.** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of;

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project" or the Per Location General Aggregate for that "location", whichever applies. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, the Per Project General Aggregate Limit for any other "project", or the Per Location General Aggregate Limit for any other "location".

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Project General Aggregate Limit if attributable only to ongoing operations at a single "project" or the Per Location General Aggregate if attributable only to ongoing operations at a single "location".

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A** and for all medical expenses caused by accidents under **Section I - Coverage C** , which cannot be attributed only to ongoing operations at a single "project" or a single "location";

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit,or any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

D. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

E. For the purposes of Paragraph **5.**, the following definitions apply:

"Project" means a premises an insured does not own or rent and where such insured performs construction-related operations. Each "project" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway, railroad or right-of-way shall be considered a single "project".

1. If a "project" has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" shall be considered a single "project". "Project" does not include a premises that is a "location".

2. "Location" means a premises an insured owns or rents and where such insured performs business operations other than construction-related operations. Each "location" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway or right-of-way railroad shall be considered a single "location." "Location" does not include a premises that is a "project".

This provision does not apply if the Per Project and the Per Location General Aggregate Limit has been otherwise modified by endorsement.

6. MEDICAL PAYMENTS COVERAGE - INCLUDING PRODUCTS-COMPLETED OPERATIONS

Paragraph **1.a.** of the **Insuring Agreement - Coverage C** is replaced by the following:

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent;

(3) Because of your operations; or

(4) Included within the definition of the "products-completed operations hazard;"

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

7. INJURY TO EMPLOYEE'S REPUTATION WITH RESPECT TO INCIDENTAL MEDICAL MALPRACTICE

A. The following is added to Paragraph **1.e.** of the **Insuring Agreement - Coverage A**:

(3) With respect to incidental medical malpractice, "bodily injury" includes damages claimed for injury to emotions or reputation of an "employee" arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic services.

B. The following exclusion is added to **Coverage B - Personal and Advertising Injury**:

"Personal and advertising injury arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic.

8. BODILY INJURY EMPLOYEE SUITS

A. "Bodily injury" as listed in Paragraph **2.a.(1)** of **Section II - Who Is An Insured**, does not apply to **2.a.(1)(a)** through **2.a.(1)(c)**.

B. Part **a.** of Paragraph **4. Nonowned Watercraft** in **Section II - Who Is An Insured** does not apply.

9. CONSOLIDATED INSURANCE (WRAP-UP) PROGRAMS

The following exclusion is added to **Section I Coverage A**:

This insurance does not apply to any "bodily injury" or "property damage" arising out of any "wrap project or premises" where an insured under this policy is or was also an insured under one or more commercial general liability (CGL) policies (including any umbrella or excess policies that include the commercial general liability policy(ies) as underlying insurance) included within a "consolidated insurance (wrap-up) program." This exclusion applies even if the limits of insurance for such "consolidated insurance (wrap-up) program" are exhausted or not collected for any reason, including bankruptcy or insolvency of the insurer providing coverage for the "consolidated insurance (wrap-up) program". This exclusion also applies if the CGL coverage afforded under the "consolidated insurance (wrap-up) program" is narrower in scope than the coverage provided by this policy.

This exclusion does not apply to:

A. Products-Completed Operations Hazard Exception

"Bodily injury" or "property damage" arising out of an “insured's operations” at or in connection with a "wrap project or premises" when such "bodily injury" or "property damage" commences after the "products-completed operations hazard" coverage or any completed operations extension coverage provided by the applicable "consolidated insurance (wrap-up) program" has ended or is no longer in effect.

B. Off-Site Location Exception

"Bodily injury" or "property damage" resulting from an “insured's operations” at or in connection with a "wrap project or premises" at a location to which the applicable "consolidated insurance (wrap-up) program" does not apply.

C. Repair Work And Punch List Work Exception

"Bodily injury" or "property damage" resulting from "repair work" or "punch list work" at a "wrap project or premises" but only when the applicable "consolidated insurance (wrap-up) program" does not apply or no longer applies to such "repair work" or "punch list work".

This exception does not apply to the cost of performing such "repair work" or "punch list work", or to the "repair work" or "punch list work" itself.

D. Additional Insured Extension

"Bodily injury" or "property damage" for which you are solely an additional insured under the "consolidated insurance (wrap-up) program".

The coverage provided under Paragraphs **9.A** through **9.D.** above is subject to all terms, conditions and exclusions of this policy.

For purposes of Paragraph **9**, the following definitions apply:

"Consolidated insurance (wrap-up) program" means any agreement or arrangement, including any contractor-controlled, owner-controlled, project-specific or similar insurance program under which one or more contractor(s) working on a specified project are insured under one or more commercial general liability (CGL) policies (including any umbrella or excess policies that include the commercial general liability policy(ies) as underlying insurance) issued by a specified carrier for injury or damage arising out of operations conducted in connection with or necessary or incidental to the project.

“Insured’s operations” means all operations performed by a named insured (and not sub-contracted or performed by others on the insured’s behalf).

"Punch list work" means the “insured’s operations” at or in connection with a "wrap project or premises" in order to complete the work called for in an insured's contract for the "wrap project or premises".

"Repair work" means the “insured’s operations” that are service, maintenance, correction, repair, replacement work, or periodic

inspection performed by an insured at or in connection with a "wrap project or premises", in order to replace or repair an insured's completed work.

"Wrap project or premises" means any premises or construction, erection, improvement or renovation project subject to a "consolidated insurance (wrap-up) program".

10. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA- RELATED LIABILITY

A. Exclusion p. of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to liability for damages because of "bodily injury".

B. Exclusion w. of **Section 1 - Coverage B - Personal and Advertising Injury** is replaced by the following: :

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or

disclosure of any person's or organization's confidential or personal information.

C. The following Paragraph is added to **Section III - Limits Of Insurance**:

Subject to Paragraph **5. Each Occurrence Limit**, the most we will pay under **Coverage A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is $100,000, unless modified by endorsement.

D. The following definition is added to **Section V - Definitions**:

"Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, (including systems and applications software) hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

E. For the purposes of the coverage provided by this provision, the definition of "property damage" in **Section V - Definitions** is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

11. SUPPLEMENTARY PAYMENTS

In the **Supplementary Payments - Coverages A and B** provision:

The limit for the cost of bail bonds is increased to $2,500.

12. TWO OR MORE COVERAGE PARTS OR POLICIES ISSUED BY US

If this policy and any other policy issued to an insured by us or any affiliated company provides coverage that applies to the same claim or damages, the maximum applicable limit(s) of liability or limit of insurance under all the policies will not exceed the highest applicable limit of liability or limit of insurance under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically written to apply as excess insurance over this policy.

13. NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

14. CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

Exclusion e. of **SECTION I - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

15. INSURED CONTRACT DEFINITION

a. INSURED CONTRACT-CONSTRUCTION OPERATIONS AND MUNICIPAL WORK

Paragraph **d.** of the definition of "insured contract" in **Section V - Definitions** is deleted and replaced by the following:

An obligation, as required by ordinance, to indemnify a municipality.

b. CONTRACTUAL LIABILITY

Paragraph **f.** of the definition of "insured contract" is deleted and replaced by the following:

That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury", "property damage", or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

All other terms and conditions in the policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57 WEA BH2DS4 **Endorsement Number:**
Effective Date: 09/01/25 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: CLEARWATER CONSTRUCTION SERVICES, INC. DBA CLEARWATER LANDSCAPE SERVICES, INC.
Expiriation Date: 09/01/2026
3908 PLACITAS DR
CAMERON PARK CA 95682

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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POLICY NUMBER: 57UEABP5WC6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:	**Name of Certificate Holder:** AS REQUIRED BY WRITTEN CONTRACT
Part A: 60	**Mailing Address:** AS REQUIRED BY WRITTEN CONTRACT
Part B: 10	
Part C: 60	
Part D: 60	

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

D. If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the certificate holder in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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Notice of Exemption

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

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

Project Title: On-Call Landscape Construction Services

Project Location(s): Parks, Recreation, and Libraries (PRL) facilities located citywide

Project Description: The project is on-call contract for landscape construction services including ADA improvements, safety repairs, and other small retrofits at PRL facilities as needed. All activities would be located within existing City facilities for maintenance and repair purposes only and would not result in expansion of use and would not occur within environmentally sensitive areas.

Public Agency Approving Project: Roseville City Council

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

Reason why this Project is Exempt: This project qualifies for Class 1 and Class 4 Exemptions as described in Sections 15301 and 15304 of the California Environmental Quality Act (CEQA) Guidelines which states:

> "Class 1 consists of the…repair, maintenance,…or minor alteration of existing public or private…. facilities… or topographical features involving negligible or no expansion of existing or former use… Examples include but are not limited to…(h) Maintenance of existing landscaping [and] native growth" and
>
> "Class 4 consists of minor public or private alterations to the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees… Examples include, but are not limited to…(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping."

The project would allow for the maintenance and improvement of PRL facilities located throughout the city. This would not result in expansion of use; therefore, the Class 1 and Class 4 Exemptions are applicable to the proposed project.

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

Signature: _____ Date: 6/1/2026

Jessica Lynch, Environmental Coordinator
City of Roseville

316 Vernon Street, Suite 400, Roseville, CA 94678

Parks, Recreation & Libraries

NOTICE OF INTENT TO AWARD

TO: All proposers concerning RFP #13-182 and On-Call Landscape Construction Services

From: Tara Gee, Park Planning & Development Manager, Parks, Recreation & Libraries

Subject: Notice of Intent to Award

For RFP #13-182, pending City Council approval, the City recommends awarding a contract to Clearwater Landscape Services, Inc.

To inquire about the recommended award, please write to Parks, Recreation & Libraries, Tara Gee, Park Planning & Development Manager at tgee@roseville.ca.us.

Department: PRL
Date: June 19, 2025
RFP No. 13-182
for
On-Call Landscape Construction Services

Ranking	Company Name
1	Clearwater
2	Jensen Landscape Services
3	Hadin, Inc

The above ranking shows the vendor placement in terms of first place, second place, third place, etc. for selection of the contract award. Proposers are ranked using the following criteria: a) Quality of presentation b) Ability to meet the City's business goals c) Communication style

Department: PRL
Date: April 2026
RFP No. 13-182
for
On-Call Landscape Construction Services

Ranking	Company Name	Experience/ Qualifications Score (after weighting)	Percentage Weighting	Similar Projects Score (after weighting)	Percentage Weighting	On-Call Rates Score (after weighting)	Percentage Weighting	Total Score
	Clearwater (C)	30	35	30	35	27	30	87
	Hadin Inc (H)	9	35	6	35	6	30	20
	Jensen Landscape Services (J)	23	35	23	35	18	30	65
								0
								0
								0
								0
								0
								0

Instructions to end users: Delete this section before publishing the score sheet.

Novus. Publish the completed score sheet in Novus as a "non-public" document.

Evaluation Score Sheets. Upon a request pursuant to section 1.8 (Public Disclosure) of the City's RFP Policy document , a proposer is entitled to a master averaged score sheet that reflects the averaged evaluation scores of the proposers during the evaluation panel's initial evaluation and the ranking of proposers from any interview (individual score sheets and/or notes are temporary and are not retained following a determination of the evaluation panel). The master score sheet and ranking shall be prepared by City staff prior to notifying any proposers of the results.
Section 1.8 Public Disclosure. In accordance with the California Public Records Act, proposals submitted in response to a RFP, master averaged score sheets from the initial evaluation, and/or rankings from any interview shall be made available upon a public records request only after: (1) the proposal evaluation process is complete, (2) a contract has been negotiated, and (3) notice of intent to award has been made and/or the contract is placed on a City Council meeting agenda.

Use one of the following point systems for scoring:

95 - 100 =	**Excellent**	**5 =**	**Excellent**
85 - 95 =	**Above Average**	**4 =**	**Above Average**
75 - 84 =	**Average**	**3 =**	**Average**
65 - 74 =	**Fair**	**2 =**	**Fair**
55 - 64 =	**Poor**	**1 =**	**Poor**
0 - 54 =	**Unacceptable**	**0 =**	**Unacceptable**

Executed In Duplicate

Bond No. 070229321
Premium $ 8,500.00 is for contract term and is subject to adjustment based on final contract price.

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: On-Call Landscape Construction Services: Agreement 3005415)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to Clearwater Construction Services, Inc. dba Clearwater Landscape Services as contractor ("PRINCIPAL") for the public work described as On-Call Landscape Construction Services: Agreement 3005415 (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

NOW, THEREFORE, we the undersigned PRINCIPAL and The Ohio Casualty Insurance Company, a Corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Five Hundred Thousand & No/100---------- dollars ($500,000.00) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

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

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 1st day of July, 2026.

PRINCIPAL: Clearwater Construction Services, Inc. dba Clearwater Landscape Services

BY: _____

PRINT NAME: Scott Hauck

PRINT TITLE: President

AND

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

SURETY: The Ohio Casualty Insurance Company

BY: _____

PRINT NAME: Dona Lisa Buschmann

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

175 Berkeley Street, Boston, MA 02116

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

APPROVED AS TO FORM:

BY: _____
City Attorney

[E:\bonds\pw faithful performance.docx; 8/14/2017]

ACKNOWLEDGMENT

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

State of California
County of Placer)

On May 20, 2026 before me, Ashley White, Notary Public
(insert name and title of the officer)

personally appeared Dona Lisa Buschmann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MGC1 ASHLEY WHITE
COMM. # 2494454
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXPIRES JULY 14, 2028 MGC1

Signature Ashley White (Seal)

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213388-977442

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maggie Bender-Johnson; Dona Lisa Buschmann; Joselynn Campbell; Edward D. Johnson; Robert D. Laux; Kathy Rangel; Julie A. Shiroma; Ashley White

all of the city of Roseville state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of July, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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OHIO CASUALTY INSURANCE COMPANY (THE)

175 BERKELEY STREET
BOSTON, MA 02116

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

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NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
WORKERS' COMPENSATION

Executed in Duplicate

Bond No. 070229321
Premium $ Included in Performance Bond

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND

(Project: On-Call Landscape Construction Services: Agreement 3005415)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to Clearwater Construction Services, Inc. dba Clearwater Landscape Services as contractor ("PRINCIPAL"), for the public work described as On-Call Landscape Construction Services: Agreement 3005415 (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

NOW, THEREFORE, we the undersigned PRINCIPAL and The Ohio Casualty Insurance Company, a Corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Five Hundred Thousand & No/100---------- dollars ($ 500,000.00) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 1st day of July, 20 26.

PRINCIPAL: Clearwater Construction Services, Inc. dba Clearwater Landscape Services

BY: _____

PRINT NAME: Scott Houck

PRINT TITLE: President

AND

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

SURETY: The Ohio Casualty Insurance Company

BY: _____

PRINT NAME: Dona Lisa Buschmann

PRINT TITLE: Attorney-In-Fact

MAILING ADDRESS:

175 Berkeley Street, Boston, MA 02116

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

APPROVED AS TO FORM:

BY: _____
City Attorney

[E:\bonds\pw labormat payment.docx; 8/14/2017]

ACKNOWLEDGMENT

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

State of California
County of Placer)

On May 20, 2026 before me, Ashley White, Notary Public
(insert name and title of the officer)

personally appeared Dona Lisa Buschmann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MGC 1 ASHLEY WHITE COMM. # 2494454 NOTARY PUBLIC - CALIFORNIA PLACER COUNTY COMM. EXPIRES JULY 14, 2028 MGC 1

Signature Ashley White (Seal)

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213388-977442

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maggie Bender-Johnson; Dona Lisa Buschmann; Joselynn Campbell; Edward D. Johnson; Robert D. Laux; Kathy Rangel; Julie A. Shiroma; Ashley White

all of the city of Roseville state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

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Company Information

OHIO CASUALTY INSURANCE COMPANY (THE)

175 BERKELEY STREET
BOSTON, MA 02116

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

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California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

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CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
WORKERS' COMPENSATION

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.3
File #: 0203-10
Item ID: 2026-410

Title:	Landscaping Bark and Playground Fiber (RFP 13-181) - Contract Purchase Agreement
Contact:	Russell Soares 916-746-1783 rsoares@roseville.ca.us

SUMMARY

Staff recommend approval of a contract purchase agreement with Applied Landscape Materials Inc., for the purchase and installation of landscape bark mulch and playground fiber materials. The agreement includes a base term of one year with four (4) optional one (1) year renewals in the amount of $800,000 per year, for a total contract amount of $4,000,000. Funding will come from the Parks, Recreation & Libraries Department, Community Facilities District and Lighting and Landscape District operating budgets.

RECOMMENDATION

Staff recommend that the City Council adopt a resolution authorizing the City Manager to execute a Contract Purchase Agreement with Applied Landscape Materials Inc., for the purchase and installation of landscape bark mulch and playground fiber materials.

Staff additionally request authority for the City Manager or his designee to execute four (4) optional one (1) year renewals without further City Council approval, provided the applicable budget is approved by City Council, or until staff determine that continuing with this vendor is not in the best interest of the City.

BACKGROUND

The Parks Division manages and maintains over 80 parks and facilities with play areas and over 350 acres of landscaped areas. Engineered wood fiber is a primary safety component for play areas. Sustaining acceptable levels of this material is critical to providing a safe and enjoyable experience for the public.

Landscape bark mulch is used in landscape areas to retain soil moisture for healthier plants and trees, reduce weeds and enhance the aesthetics throughout our parks and street landscape areas. The Parks Division has set a four-year cycle for bark mulch replacement to ensure our 3” standard for depth coverage is maintained.

In April 2026, a Request for Proposals (RFP 13-181) was issued for Landscape Bark and Playground Engineered Wood Fiber materials and services. Three bids were received and, after staff review, Applied Landscape Materials, Inc., was the selected vendor based on experience, understanding of the project, and ability to handle the scope.

The not-to-exceed award of $800,000 annually is based on historical data and projections of future growth.

FISCAL IMPACT

The cost of the first year of the service agreement has a not-to-exceed amount of $800,000, and is included in the proposed FY2026-27 budget. The agreement includes four (4) optional one (1) year renewals with an annual not-to-exceed amount of $800,000 for a total contract amount of $4,000,000. The funding for each annual service contract will be included in the Parks, Recreation and Libraries operating budget, as well as Community Facilities District (CFD) and Lighting and Landscape District (LLD) operating budgets.

ENVIRONMENTAL REVIEW

The proposed project involves the repair, maintenance, and minor alteration existing facilities, including the condition of the land, water, and vegetation and will not result in the removal of trees. This activity is categorically exempt from CEQA as a Class 1 and Class 4 Exemption (State CEQA Guidelines Sections 15301 and 15304). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
3. Enhance economic vitality
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Russell Soares, Parks and Open Space Superintendent

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 26-195
2. CPA 3005430 - Applied Landscape Materials Inc
3. Proposal - Landscape Bark_ALM
4. CEQA Exemption (Class 1 and 4)
5. Notice of Intent to Award
6. Master Averaged Score Sheet
7. Ranking Sheet RFP 13-181

REVIEWERS:

Russell Soares, Parks, Recreation, and Libraries Department - Park Maintenance	Created/Initiated - 5/26/2026
Brian Castelluccio, Parks, Recreation, and Libraries Department - Park Maintenance	Approved - 5/26/2026
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/1/2026
Katrina Six, City Clerk Department	Approved - 6/1/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/1/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026

Michelle Sheidenberger, City Attorney Department	Approved - 6/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

RESOLUTION NO. 26-195

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND APPLIED LANDSCAPE MATERIALS INC. DBA NORCAL WHOLESALE BARK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005430) for the purchase and installation of landscape bark mulch and playground fiber materials, by and between the City of Roseville and Applied Landscape Materials Inc. dba Norcal Wholesale Bark, has been reviewed by the City Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005430

Supplier Details:

Company	Applied Landscape Materials Inc dba Norcal Wholesale Bark
Contact	Kindra Stofleth
Address	4500 Pacific St Ste O
	Rocklin, CA 95677

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

Contract Purchase Agreement 3005430

Agreement	**3005430**
Agreement Date	**19-MAY-2026**
Revision	**0**
Agreement Amount	**800,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Applied Landscape Materials Inc dba Norcal Wholesale Bark
4500 Pacific St Ste O

Rocklin, CA 95677

Phone: ()
Fax: ()
Email: ineedbark@gmail.com

Description of Labor, equipment and/or materials

The services called for under City of Roseville Request for Proposal #13-181 and contractor's proposal thereto titled Landscape Bark and Playground Engineered Wood Fiber Materials and Services dated 4/20/2026 (hereinafter "Proposal"). The terms and scope of work of City of Roseville Request for Proposal #13-181 and contractor's Proposal are herein made part of this Contract Purchase Agreement and fully incorporated by reference. All work must be quoted and approved in advance by an authorized member of the Parks, Recreation & Libraries (PRL) Department.

Contact Patrick Daly in the PRL Department at (916) 774-5764 or PDaly@roseville.ca.us for questions regarding this contract.

*The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14964	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**30-Jun-2027**	**Sue Jessup** Phone **1-916-746-1107**

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management

and the City Attorney.

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

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

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

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

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

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

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
21. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended,

declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00827215

Contractor License No. 906546

DIR Registration No. 1000011263

Check mark the applicable company type below:

X **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/16/26 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Supplier

Signature: _____

Print Name: Brendan Immers

Title: CEO , President

Date: 05/26/2026

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

Applied
LANDSCAPE MATERIALS INC.
4500 Pacific St Suite O
Rocklin, CA 95677

April 20, 2026

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

RFP: 13-181 Landscape Bark and Playground Engineered Wood Fiber Materials and Services

To Whom It May Concern,

Applied Landscape Materials respectfully submits this proposal in response to the City of Roseville's Request for Proposal indicated above. We bring over 19 years of experience, including more than 15 years of consistent, above-satisfactory performance installing bark for the City of Roseville. We understand that award will be made to the lowest responsive and responsible bidder. Accordingly, our proposal is structured to be highly competitive on price while ensuring full compliance with all specifications and execution requirements.

Applied Landscape Materials is positioned to perform the services and adhere to the requirements described in this RFP at a competitive price while meeting all execution, compliance, safety and reliability expectations of a responsible bidder.

Reliable Execution and Delivery Difference
- Built-in redundancy with dedicated equipment and staffing to ensure uninterrupted execution
- In-house blower truck mechanical technicians supporting continuous uptime
- ASTM-certified 100% virgin forest cedar, with certification held by Applied Landscape Materials and sourced through a 20+ year direct supplier relationship
- Company-owned logistics fleet enabling schedule control, delivery reliability, and rapid response

Relevant Experience in Roseville
- Ten-year history of specification-compliant installations throughout city parks and streetscapes
- Familiarity with safety protocols, site conditions, access requirements, and city coordination standards
- Accelerated onboarding with minimal site clarifications, limiting City involvement and resource use
- Consistent schedule adherence supported by integrated logistics

We appreciate the opportunity to submit and look forward to supporting the City's ongoing Landscape Bark and Playground EWF maintenance objectives.

Respectfully,

Brendan Immers
Owner, Applied Landscape Materials

PH: 916-626-1492 FX: 916-246-6015 almquotes@gmail.com

Table of Contents

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Attachments B – E

Licenses and Registrations

MSDS

ASTM Certifications

Tab A: Qualifications:

Applied Landscape Materials, Inc. (ALM) has over 20 years of experience delivering bark and engineered wood fiber installation services across Northern California, including direct experience supporting municipal operations and the City of Roseville since 2009.
ALM has installed over 1.5 million cubic yards of material, including more than 450,000 cubic yards across municipal projects throughout Northern California.

ALM has extensive experience executing work across a wide range of city-managed environments, including parks, playgrounds, streetscapes, and high-traffic public areas. This work is supported by proven coordination with city staff, traffic control, multi-site scheduling, and execution in active public settings.

ALM reduces administrative burden on City staff through established coordination practices developed from years of direct experience with Roseville—minimizing repeated coordination and avoiding the typical ramp-up effort required of individuals unfamiliar with Roseville's parks.

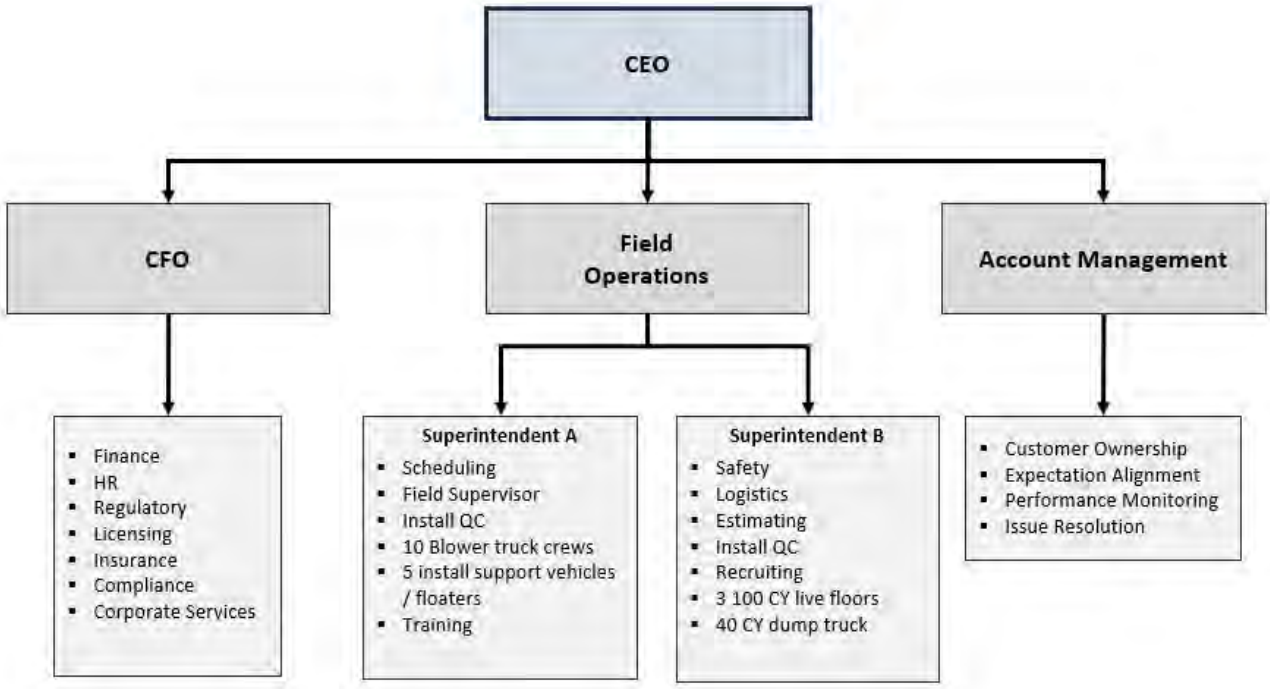
Operational Control
ALM's performance is supported by an integrated operating model that combines a modern, high-capacity fleet, vertical integration, dedicated in-house mechanical staff, and local field presence. This structure ensures high equipment uptime, rapid issue resolution, and consistent production across all projects—resulting in fewer delays, more reliable scheduling, and a lower-risk execution profile for the City.

Local Presence & Responsiveness
As a locally based contractor with established operations in the Rocklin/Roseville region, ALM provides faster response times, field accessibility, and scheduling flexibility. This proximity enables rapid mobilization, real-time coordination, and responsiveness to changing site conditions and last-minute requests.

ALM does not subcontract any portion of its work. All installation, delivery, and project coordination is performed by trained, full-time employees. This ensures consistent quality standards, direct accountability, and reliable communication with City staff.

ALM holds all required certifications and sources ASTM-certified materials through a long-standing 20-year sole supplier relationship, ensuring compliance, consistency, and reliable supply.

Organizationally, ALM is structured across Sales, Finance, Operations, and Field Execution, allowing for rapid coordination and response. The company has scaled its workforce in recent years to support increased municipal and regional demand while maintaining execution consistency.



Tab B: Experience and References

Applied Landscape Materials, Inc. (ALM) has extensive experience delivering bark and mulch installation services across municipal, park, playground, and large-scale public environments throughout Northern California.

ALM has maintained an ongoing working relationship with the City of Roseville since 2009, supporting multiple installation cycles across public spaces with consistent performance, reliable execution, and responsive turnaround—often mobilizing within 24 hours of request.

ALM's experience includes high-volume installations in active public environments, requiring coordination with City staff, adherence to safety and access requirements, and execution within defined schedules to minimize public disruption.

Representative Project Experience - Previous 5 Years:

Elk Grove Community Services District (CSD)

- Installed over 45,000 cubic yards of Engineered Wood Fiber (EWF) and decorative bark across parks, playgrounds, and streetscapes.
- Coordinated and implemented traffic control plans to maintain public safety during active installations- Demonstrated ability to execute across multiple sites with varying access and scheduling constraints
- Reference: Steve Dalton | 916-869-3515 | SteveDalton@cosumnescsd.gov

City of Sacramento

- Installed over 20,000 cubic yards of EWF and decorative bark across the CSD parks system
- Performed work in active park environments requiring coordination with City personnel and public use considerations
- Delivered consistent execution across repeated project cycles and multiple locations
- Reference: Kimberly Rhoades | 916-808-6316 | KRhodes@cityofsacramento.org

City of San Jose

- Installed over 24,000 cubic yards of EWF in municipal parks throughout the city.
- Supported large-scale deployment across a geographically distributed park network
- Demonstrated capability to maintain consistent production across multiple sites
- Reference: David Barba | 408-390-8383 | David.Barba@sanjoseca.gov

Sun City Lincoln Hills

- Annually install decorative bark in common areas and streetscapes within the 11,000 home community, totaling more than 25,000 cubic yards.
- Executed work in high-visibility residential environments requiring schedule adherence and minimal disruption
- Maintained long-term relationship through consistent service delivery and reliability
- Reference: Willie Mayberry | 916-645-4501 | Willie.Mayberry@sclhca.com

Material Supply References

- Sierra Pacific Industries – Chris Caldwell | ccaldwell@spi-ind.com
- Clean Planet / California Materials – Sophy Ty | sophy.ty@californiamaterials.com

Tab C: Qualifications of Team

Applied Landscape Materials, Inc. (ALM) utilizes a dedicated, experienced management team responsible for coordinating all aspects of installation, delivery, and project execution. Each team member plays a defined role in ensuring schedule adherence, quality control, and responsive communication throughout the project lifecycle.

All work is performed by ALM employees. No subcontractors are utilized, ensuring direct accountability, consistent standards, and full control over execution.

Team Structure

Brendan Immers, Owner

- Founder of ALM (2006). Provides overall leadership and strategic oversight, ensuring operational alignment and long-term service consistency.

Aaron Pombo, Superintendent A – Field Operations

- Oversees installation crews and blower truck operations, managing up to 25 team members. Responsible for field execution, quality control, and coordination with scheduling and sales.

Zach Miller, Superintendent B – Safety & Logistics

- Leads safety programs, logistics coordination, estimating support, and crew management. Brings 20+ years of personnel and operations management experience.

Kindra Stofleth, Project Coordinator

- Manages scheduling, resource allocation, and internal coordination. Serves as the central point of communication between field operations and client requests.

Dan Lee, Manager of Delivery Services:

- Oversees material delivery operations, including live floor trailers and dump truck fleet. Ensures timely material staging and supply coordination.

Raul Enriquez – Lead Mechanic:

- 10+ years as senior factory mechanic. Responsible for all equipment maintenance and repairs. Complete mobile repair capabilities to minimize down-time.

This team structure ensures clear accountability across all phases of work, allowing ALM to deliver consistent, high-quality results with reliable coordination and minimal disruption, driven by a dedicated public sector team engaged with municipalities on a daily basis.

Tab D: Project Understanding

Based on direct experience working with the City of Roseville since 2009, Applied Landscape Materials, Inc. (ALM) understands that the City's mulch and wood fiber installation program requires consistent execution across a wide range of active public environments—including parks, playgrounds, streetscapes, building perimeters, and high-traffic areas.

ALM operates under a defined municipal service level standard, with same-day acknowledgment of City requests, 24-hour response times, and scheduling confirmed in writing prior to mobilization. Inspection requests are prioritized and scheduled promptly, ensuring reliable coordination and alignment between City expectations and field execution.

Successful delivery in these environments depends on disciplined communication and coordination, strong safety awareness, and the ability to adapt to site-specific constraints while maintaining schedule reliability and minimizing disruption to the public.

ALM approaches each project with a site-specific execution plan developed in coordination with City staff, including evaluation of access points, staging requirements, material flow, and safety considerations. Scope, sequencing, and scheduling are confirmed in advance to ensure controlled and efficient installation

ALM maintains a comprehensive set of digital site maps and historical installation notes for prior City of Roseville projects. This institutional knowledge allows our team to quickly identify site conditions, access points, and material requirements without rework or rediscovery. As a result, ALM is able to reduce planning time, improve execution efficiency, and minimize the need for repeated City coordination, ultimately lowering overall project costs and administrative involvement.

ALM is specifically equipped to manage the operational challenges associated with municipal work, including:

- Traffic control and active site management to maintain public safety during installation
- Long-distance material placement ("long pulls") supported by high-capacity blower systems and specialized hose configurations
- Simultaneous multi-site deployment, allowing multiple locations to be completed within compressed timeframes
- Real-time field coordination, enabling adjustments based on site conditions or City direction

Through this approach, ALM is able to deliver predictable, high-quality results across diverse installation environments, while maintaining the flexibility and responsiveness required for municipal operations.

ALM is intentionally structured to exceed the City's requirements through proven coordinated execution and site-specific operational control—enabled by one of the region's largest local staffing infrastructures.

Tab E: Project Plan

Applied Landscape Materials, Inc. (ALM) utilizes a structured, repeatable project execution process designed to ensure clear communication, efficient coordination, and consistent results across all project locations. This process has been refined over more than 20 years of performing municipal installations and further tailored specifically to the City of Roseville based on direct experience, ensuring minimal disruption, consistent execution, and predictable outcomes.

Each project is managed through the following phases:

1. Scope Confirmation & Site Review

- Sales / Project Lead coordinates with City staff to confirm scope, priorities, and site requirements
- Superintendent (Field Operations) conducts site walk (as needed) to evaluate access, staging, and installation conditions

2. Project Planning & Resource Allocation

- Superintendent determines required equipment, crew size, and sequencing based on site conditions
- Project Coordinator schedules crews, equipment, and material delivery
- Traffic control requirements and site-specific considerations are identified and incorporated into the plan

3. Scheduling & Coordination

- Project Coordinator confirms installation date, start time, and estimated duration with City staff
- Final schedule and execution plan are communicated prior to mobilization

4. Mobilization & Installation

- Field Operations Team (Superintendent, Crew Leads, Installation Crews) executes installation using high-capacity blower trucks
- Material is installed efficiently using controlled blower application, with reach up to approximately 500 feet from staging location
- Blower speeds and application methods are adjusted in real time based on site conditions

5. Site Management & Quality Control

- Superintendent oversees on-site operations, ensuring adherence to scope, safety standards, and quality expectations
- Traffic control and public safety measures are actively managed during installation
- All over-spray or displaced material is cleaned and restored upon completion

6. Project Completion & Verification

- Superintendent performs final quality inspection
- Project Coordinator / Sales Lead communicates completion to City staff and confirms satisfaction
- Any follow-up items are addressed promptly

Operational Advantages

- Self-perform model ensures all work is completed by ALM personnel, providing consistent quality and direct accountability
- Integrated coordination between field, scheduling, and delivery teams reduces delays and miscommunication
- Responsive scheduling allows ALM to adjust timelines and address City requests efficiently

Tab F: Cost Proposal

Applied Landscape Materials, Inc. (ALM) proposes the following unit pricing structure, with costs broken out by material and installation as requested. Pricing is designed to provide the city with transparent, competitive, and directly comparable rates across all service categories.

All pricing reflects ALM's commitment to delivering the lowest responsible cost while maintaining consistent service quality and execution reliability.
There are no minimum order requirements, no additional fees, and no reimbursable expenses associated with this proposal.

All work will comply with applicable Department of Industrial Relations (DIR) prevailing wage requirements. The Department of Industrial Relations has determined the wage classifications for this type of work to be Laborer Group 3 and Landscape Operator Engineer Group 2. ALM pays the appropriate hourly rate as published by the DIR on all Public Works Projects.

A typical installation of one truck load (50-60 cubic yards) of material takes a 2 -3 person crew 1-2 hours, depending on complexity of the project.
Blow-in Installation Material and Laber per cubic yard:

1. Landscape Bark:

Natural "Walk On" Bark:	$25 / Cubic Yard*
Labor to Install	$18 / Cubic Yard
Recycled Bark: Dark Brown / Mocha Color	$20 / Cubic Yard*
Labor to Install	$18 / Cubic Yard

2. ASTM Certified Playground Engineered Wood Fiber:

Material	$12 / Cubic Yard*
Labor to Install	$14 / Cubic Yard

Drop Shipment of Material Delivered within Roseville City Boundaries:

Natural "Walk On" Bark:	$30 / Cubic Yard*
Recycled Bark: Dark Brown / Mocha Color	$25 / Cubic Yard*
Playground Engineered Wood Fiber	$18 / Cubic Yard*

*Material prices are exclusive of applicable local sales tax.

MSDS and EWF Certifications are attached.

Tab G: Required Statements and Documents

Applied Landscape Materials, Inc. (ALM) hereby provides the following statements of assurance in accordance with the requirements of this Request for Proposal:

1. Team Continuity

- ALM agrees that designated project team members will not be substituted without prior written approval from City staff, except in cases of unforeseen circumstances.

2. Conflict of Interest

- ALM confirms that it has no known conflicts of interest related to this proposal or the services to be provided under this contract.

3. Indemnification and Insurance

- ALM acknowledges and agrees to comply with all indemnification and insurance requirements as outlined in Section 10.7 of the sample contract. Certificates of insurance will be provided upon award, as required.

4. Non-Proprietary Submission

- ALM confirms that no portion of this proposal is proprietary, and that all submitted materials may be subject to public disclosure in accordance with applicable laws.

Required Documents (Attached)

- Proof of registration with the California Secretary of State
- Executed copy of Proposer's Certification (Attachment A)
- Completed Levine Act Disclosure Statement (Attachment B)
- Contractor Licenses (Attachment C)
- Subcontractor List (Attachment D) (Note: ALM does not utilize subcontractors for this scope of work)
- Executed Non-Collusion Declaration (Attachment E)

11.0 ATTACHMENTS

Attachment A

PROPOSER'S CERTIFICATION

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

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

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

Applied Landscape Materials, Inc
NAME OF BUSINESS

SIGNATURE

Brendan Immers, President, CEO
NAME & TITLE, TYPED OR PRINTED

4500 Pacific St. Suite O Rocklin, CA 95677
MAILING ADDRESS

916-626-1492
TELEPHONE NUMBER

almquotes@gmail.com
EMAIL

Type of Organization:

____ Sole Proprietorship X Corporation ____ State of Incorporation

____ Partnership ____ Limited Liability Company

Tab H: Exceptions

Applied Landscape Materials, Inc. (ALM) **takes no exceptions** to the Scope of Services or other requirements of this RFP, including the Sample Contract (Attachment F).

ALM's proposal is based on unit pricing. The pricing provided shall remain in effect through June 30 following the initiation of the Contract Purchase Agreement. No minimum quantities are required, and there is no limitation on the total volume of material that may be ordered.

Tab I: Competency of Proposer

Applied Landscape Materials, Inc. (ALM) possesses the facilities, operational capacity, experience, and financial resources necessary to perform the services described in this RFP in a consistent and timely manner.

Legal and Financial Standing

- ALM confirms that, within the past seven (7) years, the company has had no pending or resolved bankruptcies, liens, stop payment notices, judgments, foreclosures, or similar financial actions that would impact its ability to perform the work described herein.
- ALM further confirms that it has not been terminated for cause or breach of contract by any client.

Claims and Dispute History

- ALM has not been subject to any material lawsuits, arbitrations, or mediations that would adversely affect its financial condition or its ability to successfully perform contracted services.

Financial Resources and Operational Capacity

ALM maintains sufficient financial resources to support ongoing operations, including:

- A full-time workforce across field operations, delivery, and administrative functions
- Ownership and maintenance of a dedicated fleet of installation and delivery equipment
- Established relationships with material suppliers to ensure consistent supply

ALM's self-perform model eliminates reliance on subcontractors, ensuring continuity of service, consistent staffing, and direct control over execution.

Continuity of Performance

ALM's organizational structure and operational model are designed to ensure uninterrupted service delivery, including the ability to:

- Maintain adequate staffing levels to meet demand
- Deploy multiple crews and equipment across concurrent projects
- Respond to scheduling changes or additional service requests without disruption

Statement of Capability

- Based on its financial stability, operational structure, and demonstrated experience, ALM is fully capable of maintaining continuous performance and meeting the City's service requirements throughout the duration of the contract.

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s): _____

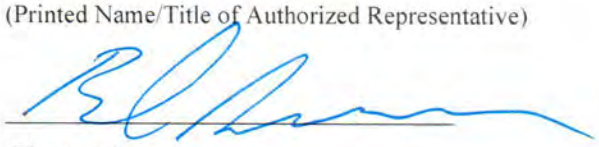
2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s): _____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

04/20/2026	Brendan Immers, President, CEO	Applied Landscape Materials, Inc.
(Date)	(Printed Name/Title of Authorized Representative)	(Name of business/legal entity)



(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

Attachment C

CONTRACTOR LICENSES

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

CA State Lic. No.	Name on License	Class/Type	Expiration Date
906546	Applied Landscape Materials Inc	C61 / D64	08/31/2026

Do you have a City of Roseville Business License? Yes_X__ No____

License #_00827215_____

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

DIR contractor registration number and expiration date:

* 1000011263 Exp. 06/30/2027

Attachment D

SUBCONTRACTOR LIST

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

Company Name N/A

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Attachment E

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President, CEO of Applied Landscape Materials, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04/20/2026 [date], at Rocklin [city], CA [state].

(Signature of Declarant)

BUSINESS LICENSE CERTIFICATE

"For Services Provided in the City of Roseville, California Only"

CITY OF ROSEVILLE
TRADITION·PRIDE·PROGRESS

8839 N Cedar Ave #212
Fresno, CA 93720-1832
License Division - 916-727-6868

BUSINESS NAME: APPLIED LANDSCAPE MATERIALS

BUSINESS LOCATION: 6410 SADDLEBROOK WAY
ROCKLIN, CA 95677-4501

BUSINESS OWNER: BRENDAN IMMERS

DESCRIPTION: SPECIAL TRADE CONTRACTOR C61, D64

Special Conditions: CONTRACTOR - SPECIALTY

LICENSE

GREG JANDA
APPLIED LANDSCAPE MATERIALS
4500 PACIFIC ST STE O
ROCKLIN, CA 95677-2000

Business License Number: 00827215

Effective Date: January 01, 2026

Expiration Date: December 31, 2026

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

APPLIED LANDSCAPE MATERIALS:

Thank you for your payment on your City of Roseville Business License. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at Roseville@hdlgov.com or by telephone at 916-727-6868.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

ROSEVILLE
BUSINESS LICENSING
8839 N CEDAR AVE # 212
FRESNO, CA 93720-1832

CITY OF ROSEVILLE

BUSINESS TAX CERTIFICATE

GREG JANDA
APPLIED LANDSCAPE MATERIALS
4500 PACIFIC ST STE O
ROCKLIN, CA 95677-2000

License Number: **00827215**

Date of Issue: **01/01/2026**



STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **906546**

Entity CORP

Business Name APPLIED LANDSCAPE MATERIALS INC DBA NORCAL WHOLESALE BARK

Classification(s) C61/D64

Expiration Date 08/31/2026

www.cslb.ca.gov

CSLB

California Secretary of State

Business UCC

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Search Tips

- *Search by **entity name** or **entity number** (remove "C" from number).*
- *Performs a "keyword" search.*
- *Results limited to the **500 closest matches**.*
- *Advanced Search*
  - *Use for **Publicly Traded Disclosure** Search.*
  - ***Refine search** by specific entity type or grouping (e.g., Nonprofit Mutual Benefit Corporation or All Corporations), entity status, and/or Initial Filing Date range.*
  - ***Begins with** filter for refined queries.*
  - *View **more than the 500 default** results.*

Important Notes

- ***Disclaimer:** All information provided "as is." The data provided is not a complete or certified record. The California Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information provided.*
- ***Need help?** For more information, select Forms on the menu, view the Help Guide or Video Library. To contact the California Secretary of State's office, view the Contact Information.*

applied landscape materials

Advanced

Results: 1

Entity Information	Initial Filing Date	Status	Entity Type	Formed In	Agent
APPLIED LANDSCAPE MATERIALS INC. (3463019)	03/21/2012	Active	Stock Corporation - CA - General	CALIFORNIA	BRENDAN IMMERS

APPLIED LANDSCAPE MATERIALS INC. (3463019)

Request Certificate

Initial Filing Date	03/21/2012
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	6410 SADDLEBROOK WAY ROCKLIN, CA 95677
Mailing Address	6410 SADDLEBROOK WAY ROCKLIN,CA95677
Statement of Info Due Date	03/31/2027
Agent	Individual BRENDAN IMMERS 6410 SADDLEBROOK WAY ROCKLIN, CA 95677

View History Request Access





TRANSACT0029530

Transaction Record

First Name

Greg Janda

Last Name

Janda

Renewal Amount

800

Penalty Amount

0

Payment Amount

800

Payment Period

2

Registration Valid Date

2025-07-01

Registration Violation Penalty Required

No

Penalty of Perjury Acceptance Date

2025-06-13 12:25:11

Name

Greg Janda Janda

User Account Email

almquotes@gmail.com

Confirmation Number

25061355265695

* Transaction Status

Successful

Number

TRANSACT0029530

Payment URL

Click here

Is this registration a renewal of an existing registration

Activity

Activity

No readable comment field

Related Lists

Registration Dates for this Transaction (1)

Registration Date (1)

Registration Dates

Contractor	Registration Start Date	Registration End Date	Registration Status
1000011263 - APPLIED LANDSCAPE MATERIALS...	2025-07-01	2027-06-30	Future

Rows 1 - 1 of 1

Terms & Conditions
Privacy Policy
Disclaimer
Nondiscrimination Notice
Accessibility
dir.ca.gov

Copyright 2024 State of California

Product Specification Sheet
For
APPLIED LANDSCAPE DECORATIVE MULCH – FIR WALK-ON

Mulch. While there is currently no statutory or regulatory definition for mulch, it is commonly defined as a soil covering used to control weeds or erosion, retain moisture in soil, and insulate soil from cold weather. It is also used for aesthetic purposes. Organic materials commonly used for mulch include wood chips, ground-up landscape trimmings, shredded bark, coarse compost material, straw, and shredded paper. Non-organic materials include crushed concrete and brick, stones and gravel, lava rock, and plastic film.

Applied Landscape's Decorative Mulch is a 100% virgin wood that has been screened to size. Applied Landscape's Decorative Mulch may be used in the following applications:

- Weed suppression
- Erosion control
- Topsoil production
- Dust abatement
- Moisture retention in soil
- Landscape area top-dressing/decoration
- Hiking and equestrian trail maintenance

Color: Natural Fir Bark
Particle size: 1" – 3"

Application recommendations:

Use gloves to spread mulch evenly over bare soil to depth of 3-4 inches. Replenish annually.

Photo: https://www.appliedlandscapematerials.com/img/bark/new/Walkon.JPG

Applied Landscape Materials, Inc.
4500 Pacific St. Suite O
Rocklin, CA 95677
(800) 256-7147

Product Specification Sheet
For
APPLIED LANDSCAPE DECORATIVE MULCH – MAHOGANY BROWN

Mulch. While there is currently no statutory or regulatory definition for mulch, it is commonly defined as a soil covering used to control weeds or erosion, retain moisture in soil, and insulate soil from cold weather. It is also used for aesthetic purposes. Organic materials commonly used for mulch include wood chips, ground-up landscape trimmings, shredded bark, coarse compost material, straw, and shredded paper. Non-organic materials include crushed concrete and brick, stones and gravel, lava rock, and plastic film.

Applied Landscape's Decorative Mulch is a 100% recycled wood that has been screened to size. The wood has been dyed a dark brown color. Applied Landscape's Decorative Mulch may be used in the following applications:

- Weed suppression
- Erosion control
- Topsoil production
- Dust abatement
- Moisture retention in soil
- Landscape area top-dressing/decoration
- Hiking and equestrian trail maintenance

Color: Natural wood dyed brown
Particle size: 3/8" – 2"

Application recommendations:

Use gloves to spread mulch evenly over bare soil to depth of 3-4 inches.
Replenish annually.

Applied Landscape Materials, Inc.
4500 Pacific St. Suite O
Rocklin, CA 95677
(916) 626-9603

APPLIED LANDSCAPE MATERIALS – CedarSafe Playground EWF

Applied Landscape's CedarSafe Certified Playground Engineered Wood Fiber (EWF) is 100% virgin cedar that has been screened to size. Cedar's self-protective qualities resist insects and mold better than any other wood species. CedarSafe does not contain dye or chemical additives of any kind. It is 100% natural. We intentionally do not use inferior wood species such as pine, douglas fir and white wood as they do not meet our quality standards.

CedarSafe Certified Playground EWF meets or exceeds
the requirements outlined in: **ASTM F2075:**

ASTM-F1292 Specification for impact attenuation performance requirements for playground surfaces within the use zone of playground equipment.

ASTM-F1951 Wheel chair accessibility test. Specification for determining accessibility of materials used under and around playground equipment. **

ASTM-F2075 Sieve Test Analysis, Hazardous Metals Test, Tramp Metal Test

Color: 100% Virgin Cedar - Blonde
Particle size: 3/8" – 3/4"

Application & Maintenance Recommendations:

For best results, product should be applied using a pneumatic application process. This process ensures a consistent depth of material while minimizing site interruption and clean-up and aids in compaction. Product should be maintained at a 12" depth and inspected monthly. Top-off to a 12" depth annually or more frequent if required.

**ASTM F1951 lab test will compact the EWF with a water-filled roller to simulate foot traffic. It does not state that this is necessary when installing EWF outside of a lab setting.

Applied Landscape Materials, Inc.
4500 Pacific St. Suite O
Rocklin, CA 95677
(916) 626-9603

www.testingservices.us ▪ (706)226-1400
office@testingservices.us

CLIENT:

Company:	*Applied Landscape Materials*
Address:	*4500 Pacific Street*
	Rocklin, CA 95677
Requested By:	

TEST MATERIAL:

Date Material Received:	*September 26, 2023*
Material Type:	*Engineered Wood Fiber Loose Playground Mulch*
Material Condition:	*Excellent, New*
Material ID:	*Playground Landscape Material*

TESTING METHODS REQUESTED:

Testing Services, Inc was instructed by the client to perform the following testing:			
Standard:	*ASTM F1951-21*	*Test Method:*	*Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment*

SAMPLING PLAN:

Sampling Date:	*9/26/23*

- Specimen sampling is performed in the sampling department at TSI.
- The sampling size of specimens is determined by the test method requirements.
- In the event a specific sampling size is not called for, a determination will be made based on previous testing experience, and approved for use by an authorized manager.
- All samples are subjected to the outside environmental conditions of temperature and relative humidly.
- Sample requiring pre-determined exposure to specified environmental conditions based on a specific test method, take place in the departments in which they are tested

DEVIATION FROM TEST METHOD:

State reason for any Deviation from, Additions to, or Exclusions from Test Method:
none

REQUIREMENT:

A surface in place shall have average work per foot (work per meter) values for straight propulsion and for turning less than the average work per foot (work per meter) values for straight propulsion and for turning, respectively, on a hard, smooth, surface with a grade of 1:14 (7.1 %).

PROCEDURE:

Test Surface Preparation: Tests were conducted on 12/28/22 indoors at TSi Laboratories in an environment of 50°F and 28% R.H. The wood mulch was installed in a wooden box (44"W x 117"L) using a combination of a Brinly 18" X 24" water-filled lawn roller, filled with 28 gallons of water, and a 6 ½ HP plate compactor, used to compact the mulch in 1" interval depths, repeated until a final compacted depth of 9" was achieved. One final roll was made with the Brinly lawn roller at the final compaction depth to simulate foot traffic.

Wheelchair/Operator: The wheelchair used in these tests was manufactured by Invcare, Model Action Xtra, Serial Number 98J84142. This wheelchair is totally adjustable, a necessity for these tests. The pneumatic tires were inflated to 60 psi on the rear and 32 psi on the front. The weight of the wheelchair was 24.25 pounds and the operator's weight was165 pounds for a total of 189 pounds. The operator's distribution was adjusted to 60% on the rear wheels and 40 % on the front.

Torque Measuring System: A certified Mecmesin Advanced Force Gauge, Model 500N, was used as an interface between a Dell Laptop and a calibrated Smart Torque Wrench, S/N 97-0085-01. Emperor Lite Software, from Mecmesin, logged the load vs. time and integrated the area under the resulting curves. The adapters and accessories needed to attach the instrumentation were fabricated locally. This total package added 10 pounds to the total weight bringing the total to 199 pounds.

Testing Services (TSI) LLC
817 Showalter Avenue
PO Box 1343
Dalton, GA 30721

OUR LETTERS AND REPORTS APPLY ONLY TO THE SAMPLE TESTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS. THESE LETTERS AND REPORTS ARE FOR THE USE ONLY OF THE CLIENT TO WHOM THEY ARE ADDRESSED AND THEIR COMMUNICATION TO ANY OTHERS OR THE USE OF THE NAME TESTING SERVICES, INC. MUST RECEIVE OUR PRIOR WRITTEN APPROVAL. OUR REPORTS, LETTERS, NAME, SEALS, OR INSIGNIA ARE NOT UNDER ANY CIRCUMSTANCES TO BE USED IN ADVERTISING TO THE GENERAL PUBLIC.

www.testingservices.us ▪ (706)226-1400
office@testingservices.us

CLIENT:

Company:	Applied Landscape Materials
Address:	4500 Pacific Street
	Rocklin, CA 95677
Requested By:	

TEST MATERIAL:

Date Material Received:	September 26, 2023
Material Type:	Engineered Wood Fiber Loose Playground Mulch
Material Condition:	Excellent, New
Material ID:	Playground Landscape Material

TEST SUMMARY:

TEST METHOD	Maximum Requirements – Average Work/ft-Force	TEST RESULTS – Average Work/ft-Force
ASTM F1951-21	Baseline Straight: 15.47 lbs	13.34 lbs
	Baseline Turning: 10.42 lbs	10.42 lbs

Straight Propulsion	1	2	3	4	5
Circumference of Rear Wheel	75.375"	75.375"	75.375"	75.375"	75.375"
Area	56.2830 ft*lbs*s	49.0431 ft*lbs*s	50.1137 ft*lbs*s	47.2215 ft*lbs*s	49.2875 ft*lbs*s
Time	7.90 seconds	7.50 seconds	7.50 seconds	7.00 seconds	7.50 seconds
Distance	86.0 inches	86.0 inches	86.0 inches	86.0 inches	86.0 inches
Distance	7.17 ft	7.17 ft	7.17 ft	7.17 ft	7.17 ft
Angular Displacement (radians)	7.17 rad	7.17 rad	7.17 rad	7.17 rad	7.17 rad
Average Torque (energy)	7.12 ft lbs	6.54 ft lbs	6.68 ft lbs	6.75 ft lbs	6.57 ft lbs
Total Work (energy)	102.15 ft lbs	93.76 ft lbs	95.80 ft lbs	96.72 ft lbs	94.22 ft lbs
Work/ft (force)	14.25 lbs	13.08 lbs	13.37 lbs	13.50 lbs	13.15 lbs
Drop Hi/Low Work/ft (force)			13.37 lbs	13.50 lbs	13.15 lbs
Average Work/ft (force)			13.34 lbs		

Turning Propulsion	1	2	3	4	5
Circumference of Rear Wheel	75.375"	75.375"	75.375"	75.375"	75.375"
Distance from Pivot Point to Outer Wheel	35.75 inches	35.75 inches	35.75 inches	35.75 inches	35.75 inches
Area	61.3448 ft*lbs*s	68.5001 ft*lbs*s	54.6769 ft*lbs*s	54.2533 ft*lbs*s	66.2262 ft*lbs*s
Time	7.50 seconds	7.95 seconds	7.90 seconds	7.95 seconds	7.30 seconds
Angle Traveled (degrees)	93.0°	93.0°	93.0°	93.0°	93.0°
Angle Traveled (radians)	1.62 rad	1.62 rad	1.62 rad	1.62 rad	1.62 rad
Arc Length Traveled by Outer Wheel	58.03 inches	58.03 inches	58.03 inches	58.03 inches	58.03 inches
Arc Length Traveled by Outer Wheel	4.84 ft	4.84 ft	4.84 ft	4.84 ft	4.84 ft
Angular Displacement of Outer Wheel (radians)	4.84 rad	4.84 rad	4.84 rad	4.84 rad	4.84 rad
Average Torque (energy)	8.18 ft lbs	8.62 ft lbs	6.92 ft lbs	6.82 ft lbs	9.07 ft lbs
Total Work (energy)	39.56 ft lbs	41.68 ft lbs	33.48 ft lbs	33.01 ft lbs	43.88 ft lbs
Work/ft (force)	8.18 lbs	8.62 lbs	6.92 lbs	6.83 lbs	9.07 lbs
Drop Hi/Low Work/ft (force)	8.18 lbs	8.62 lbs	6.92 lbs		
Average Work/ft (force)			7.91 lbs		

CONCLUSION: *The above listed material meets/exceeds both the straight line and turning propulsion requirements in accordance with ASTM F1951, where the surface tested average work per foot value was less than the average work per foot value verses a hard, smooth surface with a grade of 7.1%*

Uncertainty:
We undertake all assignments for our clients on a best effort basis. Our findings and judgments are based on the information given to us using the latest test methods available.
TSI can only ensure the test results for the specific items tested.
Unless otherwise noted in the deviation sections of this report, all tests are performed in compliance with the stated test method.

Test Report Approval:

Erle Miles, III, Lab Director Testing Services (TSI) LLC

TSi Accreditation: *Our Laboratory is accredited by NVLAP (Lab Code 100108-0), which is part of NIST and the US Dept of Commerce. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, and any agency of the U.S. Government. The above testing is under the scope of our NVLAP accreditation.*

NVLAP TESTING 100108-0

ASTM Organizational Member

Testing Services (TSI) LLC
817 Showalter Avenue
PO Box 1343
Dalton, GA 30721

OUR LETTERS AND REPORTS APPLY ONLY TO THE SAMPLE TESTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS. THESE LETTERS AND REPORTS ARE FOR THE USE ONLY OF THE CLIENT TO WHOM THEY ARE ADDRESSED AND THEIR COMMUNICATION TO ANY OTHERS OR THE USE OF THE NAME TESTING SERVICES, INC. MUST RECEIVE OUR PRIOR WRITTEN APPROVAL. OUR REPORTS, LETTERS, NAME, SEALS, OR INSIGNIA ARE NOT UNDER ANY CIRCUMSTANCES TO BE USED IN ADVERTISING TO THE GENERAL PUBLIC.

TEST REPORT

CLIENT:

Company:	Applied Landscape Materials	Report Number:	92529B
Address:	4500 Pacific Street	Lab Test Number:	3407-5723
	Rocklin, CA 95677	Test Dates:	10/10/2023
		Report Date:	10/23/2023
Requested By:		Page:	1 of 2

TEST MATERIAL:

Mulch Identification:	Playground Landscape Material	Date Received:	9/26/2023
Compacted Depth:	9"	Subbase:	Concrete

TESTING METHODS REQUESTED:

Testing Services Inc. was instructed by the client to test for the following...			
Standard:	ASTM F1292	Test Method:	Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment

SAMPLING PLAN:

Sampling Date:	9/26/2023

- Applied Landscape shipped mulch to Testing Services laboratory received 9/26/23
- The delivered mulch was acclimated to the appropriate temperatures per the test method prior to testing.

TEST APPARATUS:

- Triax 2015 E Missile System, manufactured by Alpha Automation, Inc.
- Accelerometer #1488 manufactured by Dytran, Calibration Date 7/26/2022, Recalibration Due Date 7/26/2024

DEVIATION FROM TEST METHOD:

State Reason for any Devation, Additions to, or Exclusions from Test Method
None

TEST SUMMARY:

Test Method	Condition		Gmax	HIC	Fall Height
ASTM F1292-18e1	Ambient, Dry	72°F	122	818	14'
	Hot, Dry	120°F	112	709	14'
	Frozen	25°F	118	789	14'

Full test data reported on page 2 of this report

Critical Fall Height < 200 Gmax < 1000 HIC, All Temperature Ranges	14'

Per the test method, the laboratory test used to determine critical fall height of materials specified for use in a playground shall have been conducted no more than five years prior to the date of installation of the playground surface.

Specificity: The results reported herein reflect the performance of the described samples at the time of testing and at the temperatures reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently.

Uncertainty:

We undertake all assignments for our clients on a best effort basis. Our findings and judgments are based on the information to us using the latest test methods available. Unless otherwise noted in the deviations sections of this report, all tests performed are in compliance with stated test method.

The results reported herein reflect the performance of the described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that edo not closely match the described samples will perform differently.

Test Report Approved by: _____

Erle Miles, III, Lab Director, Testing Services (TSI) LLC

Testing Services (TSI) LLC
817 Showalter Avenue
PO Box 1343
Dalton, GA 30721

TEST REPORT

CLIENT:

Company:	Applied Landscape Materials	Report Number:	92529B
Address:	4500 Pacific Street	Lab Test Number:	3407-5723
	Rocklin, CA 95677	Test Dates:	10/10/2023
		Report Date:	10/23/2023
Requested By:		Page:	1 of 2

TEST MATERIAL:

Mulch Identification:	Playground Landscape Material	Date Received:	9/26/2023
Compacted Depth:	9"	Subbase:	Concrete

TEST DATA: *(Average is drop 2 & 3, Drop 1 is for conditioniing only)*

CONDITIONS	Drop	Velocity (ft/sec)	Angle	Drop Height	Gmax	HIC
Ambient Air Temperature: 68°F	1	27.9	6"	12'	73	314
	2	27.9	6"	12'	94	496
	3	27.9	3"	12'	106	607
	Surface Temperature		70.0°F	AVERAGE Gmax/HIC	100	552
	Drop	Velocity (ft/sec)	Angle	Drop Height	Gmax	HIC
Reference Surface Temperature: 72°F ±5%	1	29.0	1"	13'	75	348
	2	29.0	9"	13'	95	534
	3	27.9	3"	13'	107	622
	Surface Temperature		72°F	AVERAGE Gmax/HIC	101	578
	Drop	Velocity (ft/sec)	Angle	Drop Height	Gmax	HIC
Test Date: 10/5/2023	1	30.1	6"	14'	80	439
	2	30.1	1"	14'	117	778
	3	30.1	4"	14'	126	857
	Surface Temperature		70°F	AVERAGE Gmax/HIC	122	818

CONDITIONS	Drop	Velocity (ft/sec)	Angle	Drop Height	Gmax	HIC
Ambient Air Temperature: 70°F	1	27.9	6"	12'	70	314
	2	29.1	1"	12'	88	451
	3	30.1	8"	12'	102	561
	Surface Temperature		117°F	AVERAGE Gmax/HIC	95	506
	Drop	Velocity (ft/sec)	Angle	Drop Height	Gmax	HIC
Reference Surface Temperature: 120°F±5%	1	29.1	10"	13'	81	367
	2	29.1	8"	13'	102	575
	3	29.1	8"	13'	114	676
	Surface Temperature		118°F	AVERAGE Gmax/HIC	108	626
	Drop	Velocity (ft/sec)	Angle	Drop Height	Gmax	HIC
Test Date: 10/10/2023	1	30.1	5"	14'	88	445
	2	30.1	8"	14'	106	641
	3	30.2	8"	14'	117	776
	Surface Temperature		117°F	AVERAGE Gmax/HIC	112	709

CONDITIONS	Drop	Velocity (ft/sec)	Angle	Drop Height	Gmax	HIC
Ambient Air Temperature: 71°F	1	27.6	2"	12'	84	380
	2	27.7	1"	12'	105	570
	3	27.7	8"	12'	104	568
	Surface Temperature		33°F	AVERAGE Gmax/HIC	105	569
	Drop	Velocity (ft/sec)	Angle	Drop Height	Gmax	HIC
Reference Surface Temperature: 25°F±5%	1	28.7	3"	13'	91	468
	2	28.8	8"	13'	122	807
	3	28.8	6"	13'	126	819
	Surface Temperature		32°F	AVERAGE Gmax/HIC	124	813
	Drop	Velocity (ft/sec)	Angle	Drop Height	Gmax	HIC
Test Date: 10/6/2023	1	30.1	1"	14'	78	424
	2	30.1	2"	14'	114	766
	3	30.1	4"	14'	121	812
	Surface Temperature		30°F	AVERAGE Gmax/HIC	118	789

Testing Services (TSI) LLC
817 Showalter Avenue
PO Box 1343
Dalton, GA 30721

LABORATORY TEST REPORT

Report # 92529C
Lab Test Number: 3409-5723
Report Date: October 23, 2023

ASTM F2075 Section 9.5, Tramp Metal

TESTING SERVICES
www.testingservices.us ▪ (706)226-1400
office@testingservices.us

CLIENT:

Company:	*Applied Landscape Materials*
Address:	*4500 Pacific Street*
	Rocklin, CA 95677
Requested By:	

TEST MATERIAL:

Date Material Received:	*September 26, 2023*
Material Type:	*Engineered Wood Fiber Loose Playground Mulch*
Material Condition:	*Excellent, New*
Material ID:	*Playground Landscape Material*

TESTING METHODS REQUESTED:

Testing Services, Inc was instructed by the client to perform the following testing...			
Standard:	*ASTM F2075-20 Section 7*	*Test Method:*	*Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment, Particle Size*
Standard:	*ASTM C136/C136M-19*	*Test Method:*	*Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates*

SAMPLING PLAN:

Sampling Date:	*9/26/23*

- Specimen sampling is performed in the sampling department at TSI.
- The sampling size of specimens is determined by the test method requirements.
- In the event a specific sampling size is not called for, a determination will be made based on previous testing experience, and approved for use by an authorized manager.
- All samples are subjected to the outside environmental conditions of temperature and relative humidly.
- Sample requiring pre-determined exposure to specified environmental conditions based on a specific test method, take place in the departments in which they are tested

DEVIATION FROM TEST METHOD:

State reason for any Deviation from, Additions to, or Exclusions From Test Method.
None

TEST SCOPE: *This test method determines the particle size of the wood fiber type material which provides data indicating sufficient porosity for drainage, yet provide large enough particle size to limit compaction and maintain resiliency, but limit oversize pieces which could lead to injury.*

PROCEDURE: *Eight (8) gallons of the engineered wood fiber, removed from the gross submitted sample size of sixty (60) cubic feet were placed into a pan and oven dried at 140°F until a constant moisture level was achieved. From the (8) gallon dried lot, one (1) gallon (volume) was removed for sieving. Three sieves were nested in order of decreasing size of opening from top to bottom, ¾", ⅜", and # 16 (2" deep x 8" diameter). The wood fiber was placed onto the top sieve and agitated by mechanical action and/or hand manipulation. The sample lot was split into two or more portions, sieving each portion individually. Sieving continued at each size until not more than 1% mass of the residue retained on the specific sieve. The mass of each size increment was weighed on a scale and the percent passing is calculated on the basis of the total mass of the initial dry sample.*

REQUIREMENTS:

Sieve Size	*Minimum % Passing*	*Maximum % Passing*
¾"	*99 %*	*100 %*
⅜"	*78 %*	*100 %*
#16	*0 %*	*15 %*

TEST DATA: *Weight of Playground Chip Sieved:* *679.41 grams*

U.S. Standard Sieve #	*Opening*	*Weight Retained*	*% Retained*	*% Passing*	*Requirement (% Passing)*				*Comment*
¾"	*0.7500"*	*0 grams*	*0.00*	*100.00*	*Min*	*99%*	*Max*	*100%*	*Passes Specification*
⅜"	*0.3750"*	*61.65 grams*	*10.72*	*89.28*	*Min*	*78%*	*Max*	*100%*	*Passes Specification*
#16	*0.0469"*	*506.59 grams*	*88.06*	*1.23*	*Min*	*0%*	*Max*	*15%*	*Passes Specification*
PAN		*7.07 grams*	*1.23*	*0.00*					

CONCLUSION: *The above wood mulch meets the specification for all particle sizes set forth in section 7 of ASTM F2075.*

Uncertainty:
We undertake all assignments for our clients on a best effort basis. Our findings and judgments are based on the information given to us using the latest test methods available.
TSI can only ensure the test results for the specific items tested.
Unless otherwise noted in the deviation sections of this report, all tests are performed in compliance with the stated test method.

Test Report Approval:

Erle Miles, III, Lab Director Testing Services (TSI) LLC

TSi Accreditation: *Our Laboratory is accredited by NVLAP (Lab Code 100108-0), which is part of NIST and the US Dept of Commerce. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, and any agency of the U.S. Government. The above testing is under the scope of our NVLAP accreditation.*

NVLAP TESTING

ASTM Organizational Member

Testing Services (TSI) LLC
817 Showalter Avenue
PO Box 1343
Dalton, GA 30721

OUR LETTERS AND REPORTS APPLY ONLY TO THE SAMPLE TESTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS. THESE LETTERS AND REPORTS ARE FOR THE USE ONLY OF THE CLIENT TO WHOM THEY ARE ADDRESSED AND THEIR COMMUNICATION TO ANY OTHERS OR THE USE OF THE NAME TESTING SERVICES, INC. MUST RECEIVE OUR PRIOR WRITTEN APPROVAL. OUR REPORTS, LETTERS, NAME, SEALS, OR INSIGNIA ARE NOT UNDER ANY CIRCUMSTANCES TO BE USED IN ADVERTISING TO THE GENERAL PUBLIC.

TESTING SERVICES

LABORATORY TEST REPORT

Report # 92529D
Lab Test Number: 3409-5723
Report Date: October 23, 2022

ASTM F2075 Section 8, Hazardous Metal Content

www.testingservices.us ▪ (706)226-1400
office@testingservices.us

CLIENT:

Company:	*Applied Landscape Materials*
Address:	*4500 Pacific Street*
	Rocklin, CA 95677
Requested By:	

TEST MATERIAL:

Date Material Received:	*September 26, 2023*
Material Type:	*Engineered Wood Fiber Loose Playground Mulch*
Material Condition:	*Excellent, New*
Material ID:	*Playground Landscape Material*

TESTING METHODS REQUESTED:

Testing Services Inc was instructed by the client to perform the following testing...			
Standard:	*EPA 7471B*	*Test Method:*	*Mercury in Solid or Semi-Solid Waste (Cold Vapor)*
Standard:	*6010B/SW846*	*Test Method:*	*Inductively Coupled Plasma-Atomic Emission Spectrometry*
Standard:	*ASTM F963-17*	*Test Method:*	*Standard Consumer Safety Specification for Toy Safety*
Standard:	*ASTM F2075-20 Section 8*	*Test Method:*	*Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment, Hazardous Metals*

SAMPLING PLAN:

Sampling Date:	*9/26/23*

- Specimen sampling is performed in the sampling department at TSI.
- The sampling size of specimens is determined by the test method requirements.
- In the event a specific sampling size is not called for, a determination will be made based on previous testing experience, and approved for use by an authorized manager.
- All samples are subjected to the outside environmental conditions of temperature and relative humidly.
- Sample requiring pre-determined exposure to specified environmental conditions based on a specific test method, take place in the departments in which they are tested

DEVIATION FROM TEST METHOD:

State reason for any Deviation from, Additions to, or Exclusions From Test Method.
None

TEST SCOPE: *This test method quantifies toxic heavy metal content of the wood fibers. It is possible for children on a playground to handle or even ingest fibers in the mouth, hence the need to determine the presence of heavy metals. Limit for toxic levels are taken from Specification F963, paragraph 4.3.5.2 Table 1.*

PROCEDURE: *Eight (8) gallons of the wood mulch was removed from the gross submitted sample size of sixty (60) cubic feet were placed into a pan and oven dried at 140°F until a constant moisture level was achieved. From the (8) gallon dried lot, one (1) gallon was removed, and sieved using a #35 US sieve to obtain three (3) grams of screened engineered wood fiber particle. The three (3) grams was then mixed with 50X its mass with an aqueous solution of 0.07 mol/L hydrochloric acid at 37°C. The pH level was checked to be between 1.0 and 1.5, mixing the solution for one (1) hour and allowing to stand for one (1) hour. The solids were separated from the solution by filtration through a membrane filter with a pore size of 0.45µm. The solids were then analyzed using methods 7470A and 6010B to determine the presence of elements, antimony (Sb), arsenic (As), barium (Ba), cadmium (Cd), chromium (Cr), lead (Pb), mercury (Hg), and selenium (Se).*

TEST DATA:

Element	*Maximum Soluble Migrated in ppm (mg/Kg)*	*Quantified Presence (Test Results)*
Antimony (Sb)	*60*	*< 0.25 mg/Kg*
Arsenic (As)	*25*	*< 0.25 mg/Kg*
Barium (Ba)	*1,000*	*0.54 mg/Kg*
Cadmium (Cd)	*75*	*<0.25 mg/Kg*
Chromium (Cr)	*60*	*<0.25 mg/Kg*
Lead (Pb)	*90*	*<0.25 mg/Kg*
Mercury (Hg)	*60*	*< 0.1 mg/Kg*
Selenium (Se)	*500*	*< 0.25 mg/Kg*

CONCLUSION: *The above wood fiber meets specification for hazardous metal content set forth in section 8 of ASTM F2075.*

Uncertainty:
We undertake all assignments for our clients on a best effort basis. Our findings and judgments are based on the information given to us using the latest test methods available.
TSI can only ensure the test results for the specific items tested.
Unless otherwise noted in the deviation sections of this report, all tests are performed in compliance with the stated test method.

Test Report Approval:

Erle Miles, III, Lab Director Testing Services (TSI) LLC

TSi Accreditation: *Our Laboratory is accredited by NVLAP (Lab Code 100108-0), which is part of NIST and the US Dept of Commerce. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, and any agency of the U.S. Government. The above testing is under the scope of our NVLAP accreditation.*

NVLAP TESTING

ASTM Organizational Member

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817 Showalter Avenue
PO Box 1343
Dalton, GA 30721

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www.testingservices.us ▪ (706)226-1400
office@testingservices.us

C CLIENT:

Company:	*Applied Landscape Materials*
Address:	*4500 Pacific Street*
	Rocklin, CA 95677
Requested By:	

TEST MATERIAL:

Date Material Received:	*September 26, 2023*
Material Type:	*Engineered Wood Fiber Loose Playground Mulch*
Material Condition:	*Excellent, New*
Material ID:	*Playground Landscape Material*

TESTING METHODS REQUESTED:

Testing Services Inc was instructed by the client to perform the following testing...			
Standard:	*ASTM F2075-15 Section 9.5*	*Test Method:*	*Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment, Non-Magnetic Tramp Metal (Modified)*

SAMPLING PLAN:

Sampling Date:	*9/26/23*

- Specimen sampling is performed in the sampling department at TSI.
- The sampling size of specimens is determined by the test method requirements.
- In the event a specific sampling size is not called for, a determination will be made based on previous testing experience, and approved for use by an authorized manager.
- All samples are subjected to the outside environmental conditions of temperature and relative humidly.
- Sample requiring pre-determined exposure to specified environmental conditions based on a specific test method, take place in the departments in which they are tested

DEVIATION FROM TEST METHOD:

State reason for any Deviation from, Additions to, or Exclusions From Test Method.
Modified to Section 9.5 of the test procedure

TEST SCOPE: *This test method determines the presence of tramp metals embedded in the wood fibers. Injury could occur from a fall or contact with a sharp metal object protruding from the fiber. It is necessary to measure the presence of tramp metals due to the use of recycled wood pallets, waste wood, an demolition wood in the manufacture of wood fiber.*

PROCEDURE: *One Hundred Forty (140) gallons, or 18.7ft³, of the wood mulch was randomly chosen from the overall sample lot of 60 ft³. The mulch was spread evenly and in small amounts in a stainless-steel pan. The entire amount was visually inspected under magnification and then passed over by two sets of magnets to detect the presence of metal. The "nonmetallic" and "metallic" examined mulch were placed into separate containers. At the conclusion of examining the entire sample lot, the mulch containing metal were weighed in grams. The % metal content was then computed using:*

$$\% \text{ Metal: } \frac{TW\text{-}MW}{TW} \times 100$$

Where: TW= Total Weight of the Sample Lot Taken
MW= Total Weight of the Chips with Metal Present

REQUIREMENTS: *Wood fiber inspected in accordance with Section 9.5 (modified sample lot) requires the total number of metal particles with a dimension of ½" or greater shall not exceed 0 per 50 yd³.*

TEST DATA:

Detection	*Quantified Presence*	*Comment*
Tramp Metal Particles	*0 per 9.36 ft³ / 70 Gallons*	*No Tramp Metal Detected*

CONCLUSION: *The above wood mulch meets/exceeds specification for tramp metal content set forth in section 9.5 of ASTM F2075 based on the sample lot tested (modified).*

Uncertainty:
We undertake all assignments for our clients on a best effort basis. Our findings and judgments are based on the information given to us using the latest test methods available.
TSI can only ensure the test results for the specific items tested.
Unless otherwise noted in the deviation sections of this report, all tests are performed in compliance with the stated test method.

Test Report Approval:

Erle Miles, III, Lab Director Testing Services (TSI) LLC

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NVLAP TESTING 100108-0

ASTM Organizational Member

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Certificate of Compliance

Applied LANDSCAPE MATERIALS, INC.

PLAYGROUND FIBER

Applied Landscape's Playground Fiber meets or exceeds the requirements outlined in **ASTM F2075**

ASTM-F1292 Specification for impact attenuation performance requirements for playground surfaces within the use zone of playground equipment.

ASTM-F1951 Wheel chair accessibility test. Specification for determining accessibility of materials used under and around playground equipment.

ASTM-F2075 Sieve Test Analysis, Hazardous Metals Test, Tramp Metal Test

---

All natural, virgin chips

No recycled urban waste

Notice of Exemption

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

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

Project Title: Landscape Bark and Playground Engineered Wood Fiber Materials and Services Project

Project Location(s): Multiple parks and landscape streetscapes located citywide

Project Description: The project would approve an on-call contract for bark and mulch replenishment projects located within City-owned and operated properties, ranging from small-scale repairs as needed to large-scale bark installation projects to ensure public safety. The contract allows for the procurement and installation of bark and mulch as needed. All activities would be located within existing landscaped areas on City-owned facilities and properties. The improvements would not result in expansion of use and would not occur within environmentally sensitive areas and would result in improved water efficiency.

Public Agency Approving Project: Roseville City Council

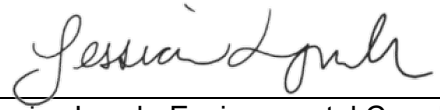
Agency/Individual Carrying Out Project: City of Roseville Parks, Recreation and Libraries Department

Reason why this Project is Exempt: This project qualifies for Class 1 and Class 4 Exemptions as described in Sections 15301 and 15304 of the California Environmental Quality Act (CEQA) Guidelines which states:

> "Class 1 consists of the…repair, maintenance,…or minor alteration of existing public or private…. facilities… or topographical features involving negligible or no expansion of existing or former use… Examples include but are not limited to…(c) Existing highways and streets…and similar facilities" and
>
> "Class 4 consists of minor public or private alterations to the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees… Examples include, but are not limited to…(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping."

The project would allow for the maintenance and improvement of parks and landscaping within parks and City-owned and operated landscaping located throughout the city. This would not result in expansion of use. Furthermore, the project would improve water efficiency within the streetscape landscaping; therefore, the Class 1 and Class 4 Exemptions are applicable to the proposed project.

Lead Agency Contact Person: Russell Soares, Parks, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. (916) 746-1783

Signature:  Date: 5/8/2026

Jessica Lynch, Environmental Coordinator
City of Roseville

311 Vernon Street
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

Date: 04/26/26

To: All Proposer concerning **RFP No. 13-181, Landscape Bark and Playgorund engineered Wood Fiber Materials and Services.**

From: Parks, Recreation & Libraries Department, Russell Soares, Parks Superintendent

Subject: Notice of Intent to Award

For **RFP No. 13-181,** pending City Council approval, the City recommends awarding a contract to **Applied Landscape Materials, Inc.**

To inquire about the recommended award, please write to Parks, Recreation & Libraries Department, Russell Soares, Parks Superintendent at RSoares@roseville.ca.us.

Department: PRL Park Operations
Date: 04/21/2026
RFP No. 13-181
for
Landscape Bark and Playground Engineered Wood Fiber Materials and Services

Ranking	Company Name	Experience and Qualifications Score (after weighting)	Percentage Weighting	Understanding of the Project Score (after weighting)	Percentage Weighting	Proposed Cost Score (after weighting)	Percentage Weighting	N/A	Percentage Weighting	Total Score
1	Applied Landscape	93	0.25	93	0.25	95	0.5		0	94
2	Jet Mulch	90	0.25	87	0.25	93	0.5		0	90.75
3	New Image	76	0.25	72	0.25	45	0.5		0	59.5
										0
										0
										0
										0
										0
										0

Department: PRL Park Operations
Date: 04/21/2026
RFP No. 13-181
for
Landscape Bark and Playground Engineered Wood Fiber Materials and Services

Ranking	Company Name
1	Applied Landscape
2	Jetmulch
3	New Image

The above ranking shows the vendor placement in terms of first place, second place, third place, etc. for selection of the contract award. Proposers are ranked using the following criteria: a) Quality of presentation b) Ability to meet the City's business goals c) Communication style

Instructions to end users: Delete this section before publishing the score sheet.

Ranking Process. Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation b) Ability to meet the City's business goals c) Communication style. Enter a "1" in the Ranking column beside the first place company, a "2" beside the second place company, etc.

Novus. Publish the completed score sheet in Novus as a "non-public" document.

Ranking Sheet. Upon a request pursuant to section 1.8 (Public Disclosure) of the City's RFP Policy document , a proposer is entitled to a ranking from any interview round. The ranking shall be prepared by City staff prior to notifying any proposers of the results.

Section 1.8 Public Disclosure. In accordance with the California Public Records Act, proposals submitted in response to a RFP, master averaged score sheets from the initial evaluation, and/or rankings from any interview shall be made available upon a public records request only after: (1) the proposal evaluation process is complete, (2) a contract has been negotiated, and (3) notice of intent to award has been made and/or the contract is placed on a City Council meeting agenda.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.4
File #: 0704-01
Item ID: 2026-355

Title:	John Byouk Park - Notice of Completion
Contact:	Joel De Jong 916-774-5924 jdejong@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the John Byouk Park Project. The total cost of the construction contract with Abide Builders, Inc. is $2,349,505. Funding for this project was included in the Neighborhood Park – Sierra Vista Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the John Byouk Park Project as complete and authorizing the Parks, Recreation & Libraries Director to execute the Notice of Completion.

BACKGROUND

John Byouk Park is an 8-acre park site located adjacent to Rex Fortune Elementary on Upland Drive in the Sierra Vista area of Roseville. This project includes a children's playground, swings, a shaded picnic area, a restroom, a softball field with backstop and dugouts, paved off-street parking, walking paths, a multi-use turf area, planting and irrigation.

In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion.

FISCAL IMPACT

The total cost of the construction contract with Abide Builders, Inc. is $2,349,505. Funding for the construction of this project was included in Neighborhood Park – Sierra Vista Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Joel De Jong, Park Development Project Manager

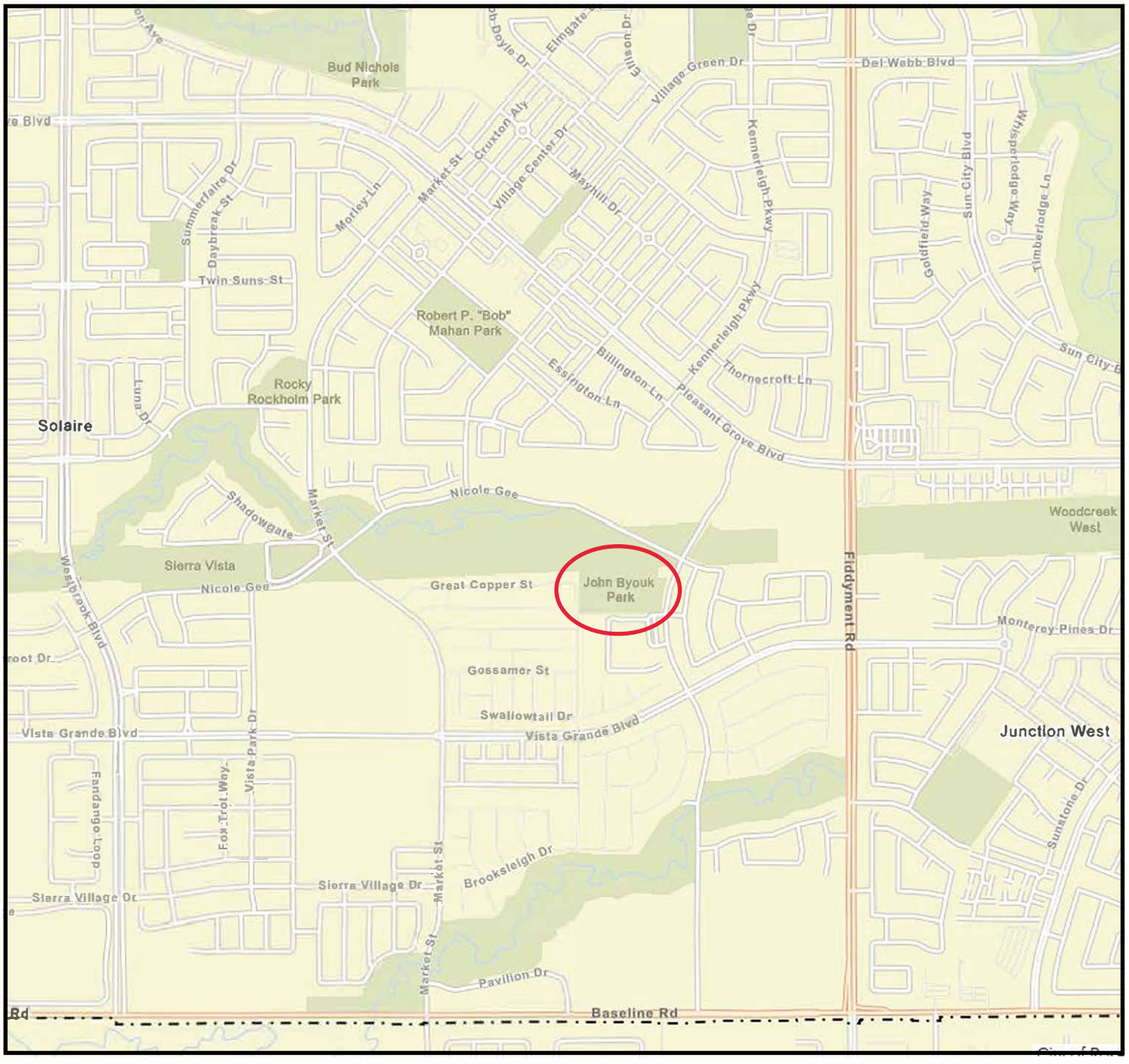
Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:
1. Vicinity Map
2. Resolution 26-220
3. NOC

REVIEWERS:

Joel De Jong, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 6/1/2026
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 6/1/2026
Jill Geller, City Clerk Department	Approved - 6/1/2026
Jill Nunes, Parks, Recreation, and Libraries - All	Approved - 6/1/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/3/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/4/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

Vicinity Map
John Byouk Park



RESOLUTION NO. 26-220

ACCEPTING THE PUBLIC WORK KNOWN AS THE JOHN BYOUK PARK PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the John Byouk Park Project, has been approved and the public work accepted.

2. The Parks, Recreation and Libraries Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the John Byouk Park Project Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was Abide Builders, Inc..

The surety on said project was The Ohio Casualty Insurance Company

_____.

_____
Jill Nunes
Parks, Recreation & Libraries Director
City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

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

_____

Jill Nunes

Parks, Recreation & Libraries Director
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, Jill Nunes

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

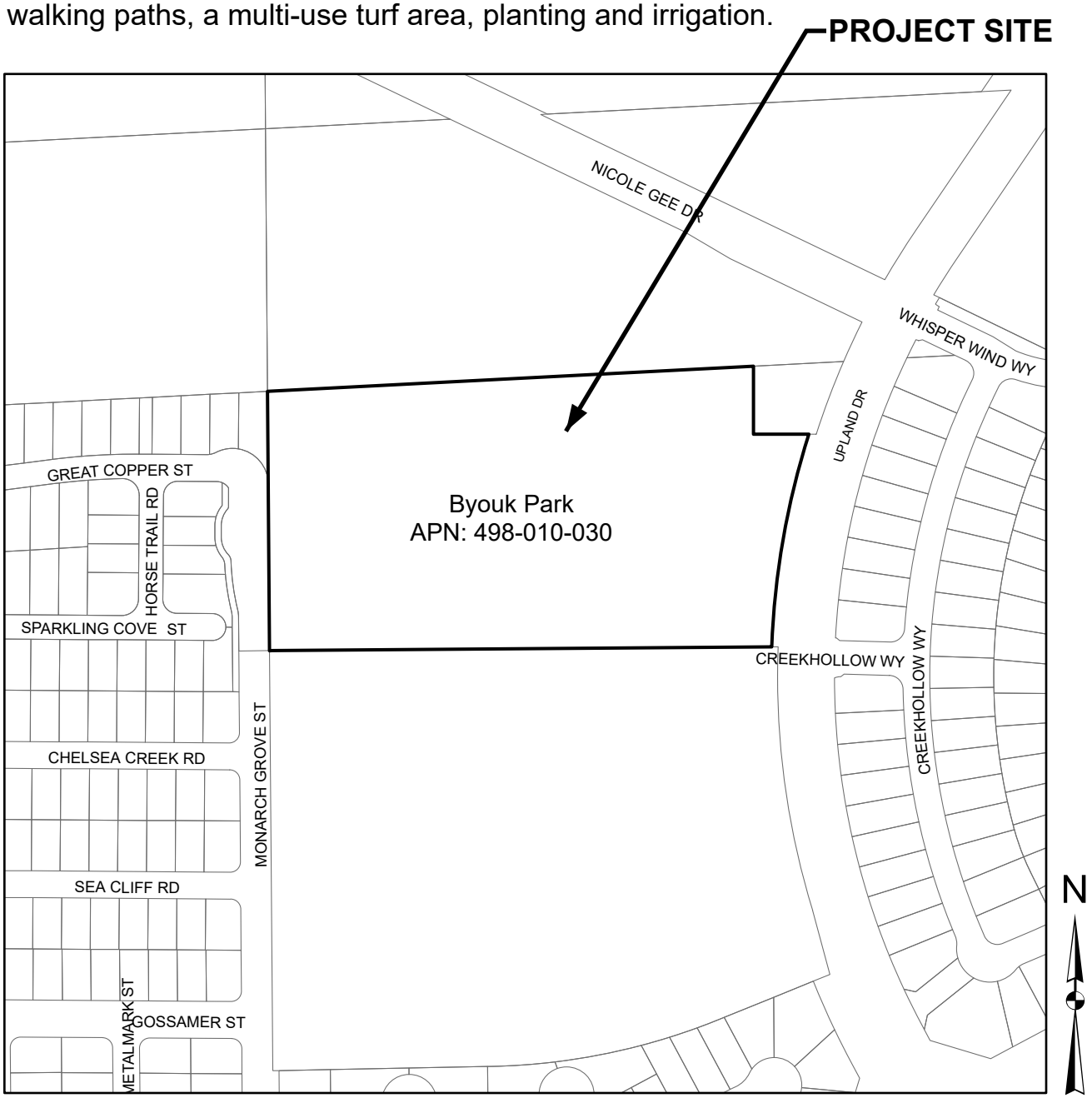
_____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

Exhibit A

Byouk Park
4651 Upland Dr., Roseville, CA 95747

Amenities include a children's playground, swings, a shaded picnic area, restroom, a softball field with backstop and dugouts, paved off-street parking, walking paths, a multi-use turf area, planting and irrigation.



City Council Communication

Meeting Date: 6/17/2026
Item #: VII.5
File #: 0704
Item ID: 2026-474

Title:	Monument Sign System Replacement - Sole Source Contract Purchase Agreement Amendment
Contact:	Eric Dexter 916-746-1769 edexter@roseville.ca.us

SUMMARY

Staff recommends approval of a sole source contract purchase agreement amendment with Illuminated Creations, Inc. dba Ellis & Ellis Sign Systems in the amount of $99,500 to provide monument sign replacements. The amendment includes the need for additional contract authority for the replacement of aging infrastructure and signage. Funding is included in the North Central, Riverside, Woodcreek East, North Roseville and North Roseville Community Facilities District budgets.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve Sole Source Contract Purchase Agreement (3004772) Amendment #2 with Illuminated Creations, Inc. dba Ellis & Ellis Sign Systems to provide repair and replacement of aging infrastructure and signage in various districts throughout the city, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

Parks, Recreation & Libraries has replaced 14 different monument signs throughout the 27 Community Facilities Districts. There is a total of 31 monument signs in these districts, many of which were developed around the same time, so the signs have deteriorated at a similar rate and require replacement.

This amendment to the Contract Purchase Agreement will provide the contract authority to replace the remaining 17 signs. The selected vendor will ensure a consistent look and a final product that aligns with the established standards already in use.

FISCAL IMPACT

Funding is included in the North Central, Riverside, Woodcreek East, North Roseville and North Roseville Community Facilities District budgets. There will be no impact to the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Eric Dexter, Parks and Open Space Superintendent

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:
1. Resolution 26-245
2. Contract Purchase Agreement
3. Sole Source - Ellis Ellis
4. CEQA Class 2 Exemption
5. Bond Rider

REVIEWERS:

Eric Dexter, Parks, Recreation, and Libraries Department - Park Maintenance	Created/Initiated - 5/26/2026
Brian Castelluccio, Parks, Recreation, and Libraries Department - Park Maintenance	Approved - 5/27/2026
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 5/29/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-245

APPROVING SOLE SOURCE CONTRACT PURCHASE AGREEMENT AMENDMENT #2, BY AND BETWEEN THE CITY OF ROSEVILLE AND ILLUMINATED CREATIONS, INC., DBA ELLIS & ELLIS SIGN SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Sole Source Contract Purchase Agreement (3004772) Amendment #2 for the Monument Sign System Replacement Project, by and between the City of Roseville and Illuminated Creations, Inc. dba Ellis & Ellis Sign Systems, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3004772

Supplier Details:

Company	Illuminated Creations Inc dba Ellis & Ellis Sign Systems
Contact	Mike Torrez
Address	1111 Joellis Way
	Sacramento, CA 95815

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3004772

Agreement	**3004772**
Agreement Date	**30-JUN-2025**
Change Order	**6**
Change Order Date	**14-MAY-2026**
Revision	**5**
Agreement Amount	**99,500.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Illuminated Creations Inc dba Ellis & Ellis Sign Systems
1111 Joellis Way

Sacramento, CA 95815
Phone: (916) 569-3536
Fax: (916) 924-3133
Email: mtorrez@ellissigns.com

Description of Labor, equipment and/or materials

AMENDMENT #2

Contract Purchase Agreement 3004772, which was executed on 7/1/2025, is hereby modified as follows:

The purpose of this modification is to increase the agreement amount from $74,999 to $99,500. The purpose of this modification is to allow additional monument lighting fixture maintenance and repairs.

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

Please contact Michael Neumann in PRL at (916) 774-5579 or MNeumann@roseville.ca.us for questions regarding this agreement.

*The total agreement amount is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10216	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2025	**30-Jun-2026**	**Sue Jessup** Phone **1-916-746-1107**

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

Supplier

Signature: _____

Print Name: Sarah Bozza

Title: CFO

Date: 05/12/2026

Supplier

Signature: Not Needed.

Print Name: Bret E. Ellis

Title: President

Date: 05/12/2026

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Sacramento

On 5/14/2026 (Date) before me, Ella Jean Andrade, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Sarah Bozza (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ELLA JEAN ANDRADE
Notary Public - California
Sacramento County
Commission # 2514589
My Comm. Expires Apr 13, 2029

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ella Jean Andrade
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CITY OF ROSEVILLE CALIFORNIA

PURCHASING FINANCE

SOLE SOURCE FORM

Requesting Department: PRL
Name of Requestor: Alexis Priest

Division: Parks & Natural Resources
Extension: 5245

Total Dollar Amount: 99,500

Vendor Name: Illuminated Creations dba Ellis & Ellis

Sole Source forms are not required for purchases less than $5,000

DEFINITIONS: Sole Source means that there is only **one** supplier who can provide the required product or service; or there may be more than one available supplier for a particular product or service; however, a ***sole provider*** is being selected based upon one or more of the following reasons:

Check applicable criteria and complete explanation section.

☒ *Standardization*: Sole Brand items are used in cases where the City requires the item(s) to standardize parts, design, quality, etc. with a particular brand or model. Sole Brand items may be items which perform a certain function for which no other items are known to exist. *(Explain below)*

☐ *Critical Schedule Requirements*: Supplier is the firm best able to meet critical schedule requirements. NOTE: This is not available for construction goods or services over the Council limit. (*Explain below)*

☐ *Specialized Test Facilities/Equipment*: Supplier is known to have facilities and/or test equipment which is highly specialized. *(Explain below)*

☐ *Patented, Copyrighted, or Licensed Item or Service:* The item or service is held under exclusive title, trademark or copyright by a private person or company. (*Attach letter from manufacturer authorizing specific supplier.)*

☐ *Distributorship*: Manufacturer defines limited or proprietary distribution channels, i.e., one designated vendor for the local sales territory. (*Attach letter from manufacturer authorizing specific supplier.)*

☐ *Professional Services Over Bid Limit (Requires City Manager and City Attorney approval):* Contracts for professional services not conducive to bidding (including, without limitation, contracts for engineering, architectural, accounting or legal services). Compelling reasons warrant an exception to the competitive procurement process. *(Explain below)*

Explanation: (Attach additional pages if needed.)
The vendor is producing the remaining signs, and we want to ensure a consistent approach and final product that aligns with the established standards already in use.

ADDITIONAL INFORMATION:

Vendor Name:Illuminated Creations Inc dba Ellis & Ellis Sign Systems Phone: 916-569-3544

Contact Person:Sofia Segura Email Address: ssegura@ellissigns.com

Address: P.O. Box 15770, Sacramento, CA 95852

Define / Describe specific product(s) or service(s): ***required**

The vendor is currently developing signage across multiple City districts, and we want to maintain consistency in the products, materials, and overall design approach so the final signage aligns with the established City standards already in use

AUTHORIZATION:

"I, the Undersigned, understand the City's requirement for competitive bidding. I also understand sole source purchases do not allow a competitive bid process. I have researched alternatives and other sources and have made a concerted effort to review comparable/equal equipment and sources. I believe, to the best of my knowledge, this sole source request to be justified and have found the supplier identified above to be the best source for this procurement action, with the agreed-upon pricing to be fair and reasonable and in the best interest of the City of Roseville for the utilization of its ***public funds.****"*

Signature (Requestor): Alexis Priest Date: 5/14/26

The signatures below certify that the information submitted on this form has been reviewed and has departmental approval. The final determination of sole source approval shall be made by the Purchasing Office in coordination with the City Attorney's Office. The City Attorney's Office or Purchasing Office should be the final signature received.

Division Manager Approval (required for purchases equal to or greater than $5,000)

Signature (Division Manager): Brian Castelluccio Date: 5/14/26

Purchasing Signature is not required if over Council Limit

Purchasing Official Approval (required for purchases between $5,000 – $74,999.99)

Signature (Purchasing Official): _____ Date: _____

Department Head and City Attorney Approval (required for purchases equal to or greater than $75,000)

Signature (Department Head): Jill Gellen Date: 05/14/2026

Signature (City Attorney): Date: 5/26/2026

City Manager and City Attorney Approval (required only for professional services equal to or greater than $75,000)

Signature (City Manager): _____ Date: _____

Signature (City Attorney): _____ Date: _____

Purchasing Use Only

PR Number: _____ *CPA/ PO Number:* _____ *Dollar Amount: $* _____

Buyer: _____ *City Council Approval Date:* _____ *Expires:* _____

Notice of Exemption

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

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

Project Title: Monument Sign System Replacement – Contract Purchase Agreement

Project Location(s): Riverside Avenue (Riverside District), Horncastle Avenue and Woodcreek Oaks Boulevard (North Roseville Zone A), and Trehowell Drive and Treecrest Court (North Central Zone B)

Project Description: The Parks, Recreation and Libraries (PRL) Department proposes to approve a contract purchase agreement to replace aging and deteriorating monument signs in three locations, including on Riverside Avenue, Horncastle Avenue and Woodcreek Oaks, and Trehowell Drive and Treecrest Court. This would continue a prior effort that resulted in the replacement of 14 monument signs located throughout the City's 27 Community Facilities Districts (CFDs). Each of the signs would be located in the same locations as the existing signs and will serve the same purpose.

Public Agency Approving Project: Roseville City Council

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

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

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

The project would approve funding to replace existing monument signs in three locations. The replacement signs would be located in the same areas and would have the same purpose as the existing signs. Therefore, the Class 2 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Eric Dexter, Parks, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. 916-746-1769.

Signature: Jessica Lynch Date: 5/27/2026

Jessica Lynch, Environmental Coordinator
City of Roseville

TRAVELERS

Travelers Casualty and Surety Company of America

License No. _____

RIDER

To be attached to and form part of Bond No. **108294632**.

Issued on behalf of **Illuminated Creations Inc dba: Ellis & Ellis Sign Systems** as Principal, and in favor of **City of Roseville** as Obligee.

It is agreed that:

☐ 1. The Surety hereby gives its consent to change the Name:

from: _____

to: _____

☐ 2. The Surety hereby gives its consent to change the Address:

from: _____

to: _____

☒ 3. The Surety hereby gives its consent to change the **Penal Sum**:

from: **Seventy-Four Thousand Nine Hundred Ninety-Nine and 00/100 ($74,999.00)**

to: **One Hundred Ninety-Five Thousand and 00/100 ($195,000.00)**

This rider shall become effective as of **May 8, 2026**

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated **5-13-26**.

Travelers Casualty and Surety Company of America

By: _____
John E. Murphy
Attorney-in-Fact

Accepted: **City of Roseville**
Obligee

By: Michelle Kleidenberg
City Attorney

or **Illuminated Creations Inc dba: Ellis & Ellis Sign Systems**
Principal

By: _____
Saran Bozza, CFO

S-4111 (8/66)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **John E. Murphy** of **SACRAMENTO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **May**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Sacramento

On 5/13/26 before me, Debi Anne Meusburger, Notary Public

Date *Here Insert Name and Title of the Officer*

personally appeared John E. Murphy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DEBI ANNE MEUSBURGER
COMM. # 2539308
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO CO.
EXP. DEC 15, 2029

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Sacramento }

On 5/14/2026 (Date) before me, Ella Jean Andrade, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Sarah Bozza (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ELLA JEAN ANDRADE
Notary Public - California
Sacramento County
Commission # 2514589
My Comm. Expires Apr 13, 2029

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ella Jean Andrade
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Company Profile

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

1 Tower Sq, Hartford, CT 06183-0001
C/O TRAVELERS/AETNA PROP CAS C

-

Lines of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

Lines of Business
Fire
Marine
Surety
Disability
Plate Glass
Liability
Workers' Compensation
Common Carrier Liability
Boiler And Machinery

Lines of Business

Burglary

Credit

Sprinkler

Team And Vehicle

Automobile

Aircraft

Miscellaneous

Privacy Policy ADA Compliance Site Map Employment Opportunities Internships

Free Document Readers Scheduled Site Maintenance

Copyright © California Department of Insurance

TRAVELERS

Travelers Casualty and Surety Company of America

License No. _____

RIDER

To be attached to and form part of Bond No. **108294632**.

Issued on behalf of **Illuminated Creations Inc. dba: Ellis & Ellis Sign Systems** as Principal, and in favor of **City of Roseville** as Obligee.

It is agreed that:

☐ 1. The Surety hereby gives its consent to change the Name:

from: _____

to: _____

☐ 2. The Surety hereby gives its consent to change the Address:

from: _____

to: _____

☒ 3. The Surety hereby gives its consent to change the **Penal Sum**:

from: **One Hundred Ninety-Five Thousand and 00/100 ($195,000.00)**

to: **Ninety-Nine Thousand Five Hundred and 00/100 ($99,500.00)**

This rider shall become effective as of **May 14, 2026**

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated **May 14, 2026**.

Travelers Casualty and Surety Company of America

By: _____

Deborah Willliams
Attorney-in-Fact

Accepted: **City of Roseville**
Obligee

By: Michelle Kaudewitz
City Attorney

or **Illuminated Creations Inc. dba: Ellis & Ellis Sign Systems**
Principal

By: Sarah Bozza, CFO

S-4111 (8/66)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Deborah Williams** of **SACRAMENTO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **May**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Sacramento }

On 5/14/26 before me, Debi Anne Meusburger, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Deborah Williams
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DEBI ANNE MEUSBURGER
COMM. # 2539308
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO CO.
EXP. DEC 15, 2029

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Sacramento }

On 5/15/2026 (Date) before me, Ella Jean Andrade, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Sarah Bozza (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ELLA JEAN ANDRADE
Notary Public - California
Sacramento County
Commission # 2514589
My Comm. Expires Apr 13, 2029

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ella Jean Andrade
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

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☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Company Profile

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

1 Tower Sq, Hartford, CT 06183-0001
C/O TRAVELERS/AETNA PROP CAS C

Lines of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

Lines of Business
Fire
Marine
Surety
Disability
Plate Glass
Liability
Workers' Compensation
Common Carrier Liability
Boiler And Machinery

Lines of Business

Burglary

Credit

Sprinkler

Team And Vehicle

Automobile

Aircraft

Miscellaneous

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City Council Communication

Meeting Date: 6/17/2026
Item #: VII.6
File #: 0707
Item ID: 2026-179

Title:	Roseville Aquatics Complex Renovation Project - Approve Plans and Specifications and Authorize Staff to Call for Bids
Contact:	Heather Buck 916-774-5254 hcbuck@roseville.ca.us

SUMMARY

Staff recommends approval of the plans and specifications for the Roseville Aquatics Complex Renovation Project and authorize staff to call for bids. The project scope includes replastering of the competition pool and upgrades to the locker rooms and restrooms. The project is estimated to cost $3,300,500 for construction and is funded in the proposed FY2026-27 budget in the Parks Recreation and Libraries Capital Projects Fund, with funding provided by the FY2024-25 General Fund year-end budget surplus. There will be no increase in maintenance costs and no General Fund impact.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the plans and specifications for the Roseville Aquatics Complex Renovation Project; and
2. Authorize staff to call for bids.

BACKGROUND

The 30-year-old Roseville Aquatics Complex (RAC) is located on Woodcreek Oaks Boulevard south of Pleasant Grove Boulevard. The project includes replastering of the competition pool and upgrades to the locker rooms and restrooms to ensure accessibility compliance. Additive alternates have been identified for budget purposes to allow for “menu style” bidding, and include mechanical pit wall repairs, HVAC improvements to the classroom, sports lighting replacements, additional plumbing improvements, door closer replacements, and replacement of the pool surge pit cover. Bids are scheduled to be opened in August 2026. Staff plans to return to Council in September to seek approval to award the project.

The Architect’s estimate for construction of the base bid is $3,300,500.

FISCAL IMPACT

Funding for design of this project was approved in the FY2023-24 budget and funding for construction of this project is included in the proposed FY2026-27 budget in the Parks Recreation and Libraries Capital Projects Fund, with funding provided by the FY2024-25 General Fund year-end budget surplus. There will be no increase in maintenance costs and no General Fund impact.

ENVIRONMENTAL REVIEW

The proposed project involves the repair, maintenance, and minor alteration of existing facilities and structures. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines §15301). The project also involves the replacement of existing facilities and structures. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines §15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Heather Buck, Senior Park Development Project Manager

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Vicinity Map
2. RAC Renovation Plans and Specs
3. RAC Renovation - project manual
4. CEQA Exemption

REVIEWERS:

Heather Buck, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 5/26/2026
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 5/28/2026
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 5/29/2026
Kelly Aye, City Attorney Department	Approved - 6/1/2026
Katrina Six, City Clerk Department	Approved - 6/1/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/1/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

Roseville Aquatics Complex

Vicinity Map



Roseville Aquatics Complex - Alterations

3051 Woodcreek Oaks Blvd
Roseville, CA 95747

WMB ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

ABBREVIATIONS

@	AT
A.F.F.	ABOVE FINISH FLOOR
ABV.	ABOVE
ADJ.	ADJUSTABLE
ALT.	ALTERNATE
ALUM.	ALUMINUM
APPL.	APPLICABLE
APPROX.	APPROXIMATE
B.O.	BOTTOM OF
BD.	BOARD
BLDG.	BUILDING
BLK.	BLOCK
BLKG.	BLOCKING
BLW.	BELOW
BTWN.	BETWEEN
C.I.	CAST IRON
C.I.P.	CAST-IN-PLACE
C.J.	CONTROL JOINT
C.L.	CENTER LINE
CBC	CALIFORNIA BUILDING CODE
CLG.	CEILING
CLR.	CLEAR
CMU	CONCRETE MASONRY UNIT
COL.	COLUMN
COMP.	COMPACTED
CONC.	CONCRETE
CONT.	CONTINUOUS
D.F.	DOUGLAS FIR / DRINKING FOUNTAIN
D.S.	DOWNSPOUT
DBL.	DOUBLE
DIA.	DIAMETER
DN.	DOWN
DWG.	DRAWING
E.I.F.S.	EXTERIOR INSULATION & FINISH SYSTEM
E.J.	EXPANSION JOINT
E.W.	EACH WAY
EA.	EACH
ELEV.	ELEVATION
EQ.	EQUAL
EV	ELECTRIC VEHICLE
EXIST. / (E)	EXISTING
EXP.	EXPANSION
EXT.	EXTERIOR
F.D.	FLOOR DRAIN
F.E.	FIRE EXTINGUISHER
F.G.	FIBERGLASS / FINISH GRADE
F.H.	FIRE HYDRANT
F.O.F.	FACE OF FINISH
F.O.S.	FACE OF STUD
F.R.P.	FIBER REINFORCED POLYMER
F.S.	FIRE SPRINKLERS
F.S.D.	FIRE SEPARATION DISTANCE
FIN.	FINISH
FLR.	FLOOR
FT.	FOOT / FEET
FTG.	FOOTING
G.B.	GRADE BREAK
G.I.	GALVANIZED IRON
G.L.B.	GLUE LAMINATED BEAM
GA.	GAUGE
GALV.	GALVANIZED
GD.	GRADE
GYP. BD.	GYPSUM BOARD
H.M.	HOLLOW METAL
HD.	HEAD
HDR.	HEADER
HDWR.	HARDWARE
HORIZ.	HORIZONTAL
HR.	HOUR
HT.	HEIGHT
I.D.	IDENTIFICATION
I.S.A.	INTERNATIONAL SYMBOL OF ACCESSIBILITY
INSUL.	INSULATION
INT.	INTERIOR
JB.	JAMB
JT.	JOINT
LAV.	LAVATORY
LTWT.	LIGHT WEIGHT
MAX.	MAXIMUM
MECH.	MECHANICAL
MIN.	MINIMUM / MINUTE
MTD.	MOUNTED
MTL.	METAL
(N)	NEW
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
N/A	NOT APPLICABLE
NO. / #	NUMBER
O.C.	ON CENTER
OPP.	OPPOSITE HAND
ov/	OVER
OZ.	OUNCE
P.F.	PREFINISHED
P.O.C.	POINT OF CONNECTION
P.T.	PRESSURE TREATED
PL.	PLATE
PLAM.	PLASTIC LAMINATE
PROP.	PROPERTY
PSI	POUNDS PER SQUARE INCH
PW	PLYWOOD
R.W.L.	RAIN WATER LEADER
RDWD.	REDWOOD
REF.	REFER TO
REINF.	REINFORCED
REQ'D.	REQUIRED
RM.	ROOM
S.C.	SOLID CORE
S.D.	STORM DRAIN
S.F.	SQUARE FOOTAGE / STOREFRONT
S.M.	SHEET METAL
S.M.S.	SHEET METAL SCREW
S.P.	SINGLE PLY
S.S.	SANITARY SEWER LINE / STANDING SEAM / STAINLESS STEEL
SCH.	SCHEDULE
SDST	SELF-DRILLING SELF-TAPPING
SHT.	SHEET
SIM.	SIMILAR
SPEC.	SPECIFICATION
SQ.	SQUARE
STD.	STANDARD
STL.	STEEL
SUSP.	SUSPENDED
T & B	TOP & BOTTOM
T & G	TONGUE & GROOVE
T.J.I.	TRUS JOIST I-JOIST
T.O.	TOP OF
T.S.	TUBE STEEL
TEMP	TEMPORARY
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
V.B.	VAPOR BARRIER
V.I.F.	VERIFY IN FIELD
V.T.R.	VENT THROUGH ROOF
VERT.	VERTICAL
W.C.	WATER CLOSET
W.H.	WATER HEATER
W.I.	WROUGHT IRON
W.W.F.	WOVEN WIRE FABRIC
w/	WITH
w/o	WITHOUT
WD.	WOOD

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PROJECT CONTACTS

OWNER INFORMATION

OWNER
CITY OF ROSEVILLE
PARKS, RECREATION & LIBRARIES
316 VERNON STREET
ROSEVILLE, CA 95678
PHONE: 916.203.2478
EMAIL: HCBuck@roseville.ca.us
CONTACT: HEATHER BUCK

CONSULTANT INFORMATION

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CONTACT: BRANDON KLEINERT

STRUCTURAL ENGINEER
MERIDIAN STRUCTURAL ENGINEERS, INC.
1843 IRON POINT ROAD, SUITE 100
FOLSOM, CA 95630
PHONE: 916.365.4740
EMAIL: mikeb@meridianse.com
CONTACT: MIKE BAKER

MECHANICAL ENGINEER
SACRAMENTO ENGINEERING CONSULTANTS
10555 OLD PLACERVILLE ROAD
SACRAMENTO, CA 95827
PHONE: 916.368.4468 ext. 125
EMAIL: jennifer@saceng.com
CONTACT: JENNIFER POST

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10555 OLD PLACERVILLE ROAD
SACRAMENTO, CA 95827
PHONE: 916.368.4468 ext. 125
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CONTACT: PHILIP BEJARANO

POOL CONSULTANT
AQUATIC DESIGN GROUP
2226 FARADAY AVENUE
CARLSBAD, CA 92008
PHONE: 760.444.8303
EMAIL: dberkshire@aquaticdesigngroup.com
CONTACT: DENNIS BERKSHIRE

PROJECT DATA

ALTERATION	YES	NO
ALTERATION TO EXISTING BLDG	X	
ADDITION TO EXISTING BLDG		X
CHANGE OF USE		X
EXISTING FIRE SPRINKLERS	X	

TYPE OF CONSTRUCTION	V-B
OCCUPANCY GROUP	B
BUILDING HEIGHT	(E) 16'-0" *UNCHANGED*
NUMBER OF STORIES	1
BUILDING AREA	(E) 6,818 S.F. *UNCHANGED*
AREA OF WORK	3,093 S.F.
TOTAL BUILDING OCCUPANCY	*UNCHANGED*

ACCESS COMPLIANCE

CLAIM OF HARDSHIP UNDER CBC 11B-202.4 EXCEPTION 8	NO
VALUATION	
DATE OF PREVIOUS ALTERATION	

	COMPLIANT PRIOR TO ALTERATION	IMPROVED WITH ALTERATION	EXCEEDS HARDSHIP THRESHOLD
PRIMARY ENTRANCE	X		
ACCESSIBLE ROUTE TO THE AREA		X	
TOILET FACILITES SERVING THE AREA		X	
DRINKING FOUNTAINS SERVING THE AREA	X		
PUBLIC TELEPHONES SERVING THE AREA	— NOT PREVIOUSLY PROVIDED —		
SIGNS		X	

PROJECT INFORMATION

PROJECT DESCRIPTION

ALTERATION OF EXISTING AQUATIC CENTER - PROJECT INCLUDES:

LOCKER ROOM ALTERATIONS:
- SHOWER STALL RESTRUCTURING
- NEW PLUMBING FIXTURES
- ACCESSIBILITY UPGRADES - SHOWERS AND TOILET STALLS
- NEW FLOORING AND WALL FINISHES

50 METER POOL RESTORATION:
- RE-PLASTER FINISH
- REPLACEMENT OF POOL LIGHTS

BID ALTERNATES: (SEE BELOW)

APPLICABLE CODES

ALL WORK SHALL BE IN CONFORMANCE WITH THE LATEST ADOPTED AND EFFECTIVE EDITION OF TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR), AS APPLICABLE:

PART 1	CALIFORNIA ADMINISTRATIVE CODE
PART 2	2025 CALIFORNIA BUILDING CODE
PART 3	2025 CALIFORNIA ELECTRICAL CODE
PART 4	2025 CALIFORNIA MECHANICAL CODE
PART 5	2025 CALIFORNIA PLUMBING CODE
PART 6	2025 CALIFORNIA ENERGY CODE
PART 9	2025 CALIFORNIA FIRE CODE
PART 11	2025 CALIFORNIA GREEN BUILDING STANDARDS CODE

VICINITY MAP



PROJECT LOCATION

GENERAL NOTES

1. ALTERATIONS TO THE SPRINKLER SYSTEMS ARE NOT ANTICIPATED. CONTRACTOR SHALL KEEP SYSTEM IN PLACE AND INSTALL (N) ESCUTCHEONS AS REQUIRED TO FACILITATE CEILING REPLACEMENT.
2. FIRE ALARM SYSTEM TO REMAIN - CONTRACTOR SHALL ADJUST DEVICES AS REQUIRED TO PERFORM IMPROVEMENTS, INCLUDING RE-INSTALLATION OF DEVICES AFTER NEW FINSHES ARE PLACED.

BID ALTERNATES

1. MECHANICAL PIT WALL REPAIR - REF. SHEET S-203
2. DRINKING FOUNTAIN REPLACEMENT - REF. SHEET A2.2 AND P2.3
3. CLASSROOM CONDITIONING - REF. SHEET M2.1 FOR HVAC, ADDITIONAL SCOPE INCLUDES REPLACEMENT OF GYP BD. CEILING AND (N) INSULATION PER SHEET A9.1, NEW ELECTRICAL PANEL, SHEET E1.1
4. EXTERIOR MUSCO LIGHT REPLACEMENT - REF. SHEET E5.1
5. INSTALL ANGLE STOPS w/ ACCESS PANELS ABOVE SHOWERS, REF. SHEET A9.1 AND P2.3
6. MODIFY EXISTING SHOWERS TO LOCATE CONTROLS AT NEW HEIGHT - REF. SHEET A6.1 AND P2.3
7. REMOVE EXTERIOR DRINKING FOUNTAIN AND REPLACE WITH HI-LOW DRINKING FOUNTAIN w/ BOTTLE FILLING STATION - REF. SHEET A2.2 AND P2.3
8. REMOVE AND REPLACE DOOR CLOSERS - REF. SHEET A2.2
9. REMOVE AND REPLACE POOL SURGE PIT COVER - REF. SHEET SP-4

SYMBOLS

- AA / A4.1 — BUILDING SECTION
- A / A5.1 — WALL SECTION
- 1, 2, 3, 4 / A10.1 — INTERIOR ELEVATIONS
- S / A3.1 — EXTERIOR ELEVATION
- A, 1 — GRID LINE
- +0' - 0" T.O. SLAB — ELEVATION
- NORTH ARROW
- A / A6.1 — DETAIL DESIGNATION
- 00.00 — NUMBERED NOTE
- P1 — FINISH DESIGNATION
- REVISION TO DRAWINGS
- ROOM 101 — ROOM NAME & NUMBER
- DIMENSION TO FACE OF ELEMENT
- DIMENSION TO CENTER OF ELEMENT
- DIMENSION TO FACE OF FINISH
- ℄ — CENTERLINE

LICENSED ARCHITECT
TIMOTHY K. MATHIS
NO. C 16986
REN. 9-30-27
STATE OF CALIFORNIA

Roseville Aquatics Complex - Alterations
3051 Woodcreek Oaks Blvd
Roseville, CA 95747

WMB Project No. 25-019

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.27.26	Plan Check Response

TITLE SHEET

T1.1

[redacted]

4/28/2026 12:07:08 AM

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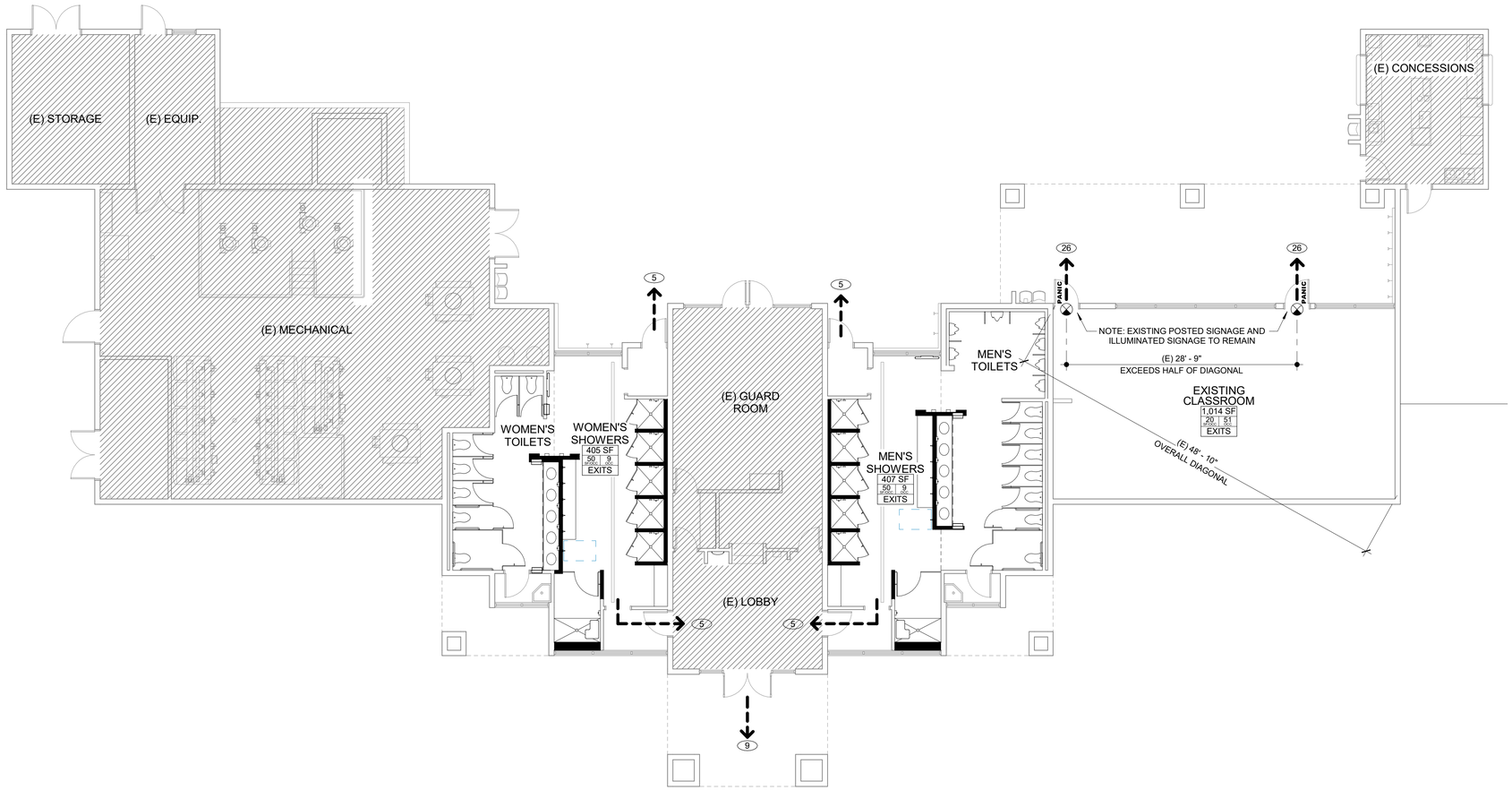
For Council Approval
Not for Bidding



OCCUPANCY AND EGRESS PLAN

1/8" = 1'-0" 1/8" = 1'-0"

LEGEND

LOBBY — ROOM NAME
800 SF — ROOM AREA
200 4 — OCCUPANT LOAD
1 EXIT — EXITS REQUIRED
OCCUPANCY LOAD FACTOR
ILLUMINATED EXIT SIGN - REF. ELECTRICAL DWGS.
100 — NUMBER OF OCCUPANTS
PORTABLE FIRE EXTINGUISHER
PANIC — PANIC HARDWARE
AREA NOT IN SCOPE

NOTES:
1. REFER TO POSTED SIGNAGE PLAN ON SHEET T3.2 FOR LOCATION OF TACTILE EXIT SIGNS

DOOR EGRESS CALCULATION

FOR BUILDINGS FULLY EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM AND EMERGENCY VOICE/ALARM SYSTEM

NOMINAL DOOR WIDTH	NET OPENING	FACTOR	MAX. NO. OF OCCUPANTS
36"	33"	0.15" / OCC.	220
42"	39"	0.15" / OCC.	260
48"	45"	0.15" / OCC.	300
72"	68"	0.15" / OCC.	453

PLUMBING FIXTURE COUNT

NOTE: EXSITING PLUMBING COUNT SHALL BE MAINTAINED - ADDITIONAL FIXTURES NOT REQUIRED PER CPC 422 SINCE NO ADDITIONAL OCCUPANTS OR SQUARE FOOTAGE ARE PROVIDED

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WMB Project No. 25-019

LICENSED ARCHITECT — TIMOTHY K. MATTHEWS — No. C-31698 — REN. 9-30-27 — STATE OF CALIFORNIA

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.27.26	Plan Check Response

OCCUPANCY AND EGRESS PLAN

T2.1

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CALGREEN 2025 COMPLIANCE SCHEDULE *NONRESIDENTIAL MANDATORY MEASURES*

5.1 PLANNING + DESIGN

	SECTION	REQUIREMENT	PROJECT-SPECIFIC INFORMATION	VERIFICATION: RESPONSIBILITY	VERIFICATION: DOCUMENTATION
	5.105.1	**Deconstruction and reuse of existing structures** – Alteration(s) to existing building(s) with a combined altered floor area of 100,000 s.f. or greater; or addition(s) to existing building(s) where the total floor area combined with the existing building(s) is 100,000 s.f. or greater; shall comply with either §5.105.2, §5.409.2, or §5.409.3	*N/A - Alteration/addition neither alters more than 100,000 s.f. nor increases total building area beyond 100,000 s.f.*		
✓	5.105.2	**Reuse of existing building** – An alteration/addition to an (e) bldg shall maintain min 45% combined of the (e) bldg's primary structural elements (foundations; columns, beams, walls, and floors; and lateral elements) and (e) bldg enclosure (roof framing, wall framing and exterior finishes). *(Window assemblies, insulation, portions of buildings deemed structurally unsound or hazardous, and hazardous materials that are remediated as part of the project shall not be included in the calculation.)*	*Building maintains at least 45% of applicable elements*		*(No additional documentation required)*
	5.409.2	**Whole-building lifecycle assessment** – *(See §5.409.2 below.)*			
○	5.409.3	**Product GWP compliance** – *(See §5.409.3 below.)*			
	5.106.1	**Stormwater pollution prevention during construction** – For projects disturbing less than one acre of land, comply with local ordinances for stormwater management and/or erosion control; and/or implement BMPs for erosion/sediment control.	*N/A - Project disturbs no land*		*(No additional documentation required)*
	5.106.4.1.1	**Short-term bicycle parking** – For projects generating visitor traffic, provide permanently-anchored, readily-visible bicycle racks within 200' of the visitors' entrance, equal to 5% of new visitor vehicle spaces (min one two-bike rack).	*N/A - No new visitor motorized vehicle parking spaces added under this project.*		*(No additional documentation required)*
	5.106.4.1.2 5.106.4.1.3 5.106.4.1.4	**Long-term bicycle parking** – • For new buildings providing tenant spaces for 10 or more tenant-occupants, • For additions or alterations adding 10 or more tenant-occupant vehicular parking spaces, or • For new shell buildings to have future tenant-occupants in any amount, Provide secure bicycle parking equal to 5% of the added (or anticipated future) tenant-occupant vehicular parking spaces (min. 1 bicycle parking facility).	*N/A - Project is an [addition/alteration] adding 9 or less tenant-occupant parking spaces.*		*(No additional documentation required)*
	5.106.5.3	**Electric vehicle (EV) charging at new projects** – At new projects providing ten or more vehicle parking spaces, provide EV capable spaces and supply equipment (quantity per Table 5.106.5.3.1). Identify by signage or pavement markings per CalTrans Traffic Operations Policy Directive 13-01.	*N/A - Project is an alteration, see §5.106.5.4 below*		*(No additional documentation required)*
	5.106.5.4	**Electric vehicle (EV) charging at additions or alterations** – When: 1. An addition/ateration to a building increases power supply to an electric service panel, 2. An addition/alteration to a parking facility increases power supply to an electric service panel, or 3. A new photovoltaic system is installed covering existing parking spaces, Construction shall provide EV capable spaces and supply equipment per §5.106.5.3 in quantity per Table 5.106.5.3.1, considering the total number of spaces added or altered. If required EV capable spaces and supply equipment exceeds existing quantities, provide EV charging equal to the difference.	*N/A - Project does not increase power supply to an electric service panel*		*(No additional documentation required)*
	5.106.5.5	**Electric vehicle (EV) charging (medium- and heavy-duty)** – For new warehouses, grocery stores, office buildings, manufacturing facilities, or retail stores; provide spare raceway(s)/busway(s) and capacity for planned off-street loading spaces (quantity and capacity per Table 5.106.5.5.1).	*N/A - Project is an alteration*		*(No additional documentation required)*
	5.106.8	**Light pollution reduction** – Design and install outdoor lighting systems to comply with the following: • Min. requirements for Lighting Zones 0-4 per CEC • Backlight ratings per IES TM-15-11 • Uplight and Glare ratings per CEC • Allowable BUG (backlight/uplight/glare) ratings per Table 5.106.8 OR comply with local ordinance, whichever is more stringent.	*N/A - Project does not alter exterior lighting.*		*(No additional documentation required)*
	5.106.10	**Grading and paving** – Indicate how site grading or a drainage system will manage all surface water flows to keep water from entering buildings.	*N/A - Project does not alter the drainage path.*		*(No additional documentation req'd)*

5.3 WATER EFFICIENCY + CONSERVATION

	SECTION	REQUIREMENT	PROJECT-SPECIFIC INFORMATION	VERIFICATION: RESPONSIBILITY	VERIFICATION: DOCUMENTATION
	5.303.1.1	**Water meters** – In new bldgs or additions in excess of 50,000 s.f., provide separate water submeters for: 1. Each tenant space projected to consume more than 100 gal/day *(for example, laundromats, restaurants, medical/dental offices, laboratories, or beauty salon)* 2. Where submeters for individuals tenants are not feasible, add submeters to the following systems: *a.* Makeup water for cooling towers *(where flow through > 500 gpm)* *b.* Makeup water for evaporative coolers *(where flow through > 6 gpm)* *c.* Steam and hot-water boilers *(where energy input > 500,000 Btu/h)*	*N/A - Building occupied by a single owner, not individual tenants.*		*(No additional documentation required)*
	5.303.1.2	Provide a **separate water submeter** or metering device for any tenant within a new bldg or addition that is projected to consume more than 1,000 gal/day	*N/A - Building occupied by a single owner, not individual tenants.*		*(No additional documentation req'd)*
✓	5.303.3.1	**Water closet effective flush volume** shall not exceed 1.28 gallons per flush.	Refer to plumbing plans.	Contractor / Installer	*(No additional documentation req'd)*
✓	5.303.3.2	**Urinal flush volume** shall not exceed 0.125 gal/flush at wall-mounted urinals or 0.5 gal/flush at floor-mounted or other urinals	Refer to plumbing plans.	Contractor / Installer	*(No additional documentation req'd)*
✓	5.303.3.3.1	**Showerheads** shall have a maximum flow rate of 1.8 gal/min at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA Watersense Specification for Showerheads.	Refer to plumbing plans.	Contractor / Installer	*(No additional documentation req'd)*
	5.303.3.3.2	**Multiple showerheads serving one shower** shall have a combined maximum flow rate of 1.8 gal/min at 80 psi. Or, the shower shall be designed to allow only one showerhead to be in operation at a time.	*N/A - All showers have only one showerhead.*	Contractor / Installer	*(No additional documentation req'd)*
✓	5.303.6	**Standards** – Plumbing fixtures and fittings shall be installed in accordance with the CPC, and shall meet applicable standards in Table 1701.1 of the CPC and in Ch. 6 of CGBC.	Refer to plumbing plans.	Contractor / Installer	*(No additional documentation req'd)*
	5.304.1	**Outdoor potable water use in landscape areas** shall comply with either a local water efficient landscape ordinance, or the current California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent	*N/A - Project provides no irrigation.*	Jurisdiction	*(No additional documentation required)*

5.4 MATERIAL CONSERVATION + RESOURCE EFFICIENCY

	SECTION	REQUIREMENT	PROJECT-SPECIFIC INFORMATION	VERIFICATION: RESPONSIBILITY	VERIFICATION: DOCUMENTATION
	5.407.1	**Weather protection** – Provide a weather-resistant exterior wall and foundation envelope as required by CBC §1402.2, manufacturer's installation instructions, or local ordinance, whichever is more stringent.	*N/A - Alteration does not affect the building's exterior walls or foundation.*	Jurisdiction	*(No additional documentation req'd)*
	5.407.2.1	**Moisture control, sprinklers** – Design and maintain landscape irrigation systems to prevent spray on structures.	*N/A - Project provides no irrigation.*	Jurisdiction	*(No additional documentation req'd)*
	5.407.2.2.1	**Moisture control, entries and openings** – At exterior entries and/or openings which are subject to foot traffic or wind-driven rain, prevent water intrusion by: • using nonabsorbent floor and wall finishes within at least 2 ft. around and perpendicular to the opening • providing 4 feet of shelter through an awning, overhang, or recess	*N/A - Project does not alter exterior openings.*	Jurisdiction	*(No additional documentation required)*
	5.407.2.2.2	Install **flashings** integrated with a drainage plane.	*N/A - Alteration does not affect building exterior.*	Jurisdiction	*(No additional documentation req'd)*
✓	5.408.1	**Construction waste management** – Recycle and/or reuse 65% min of nonhazardous construction/demolition waste (per §5.408.1.1, §5.408.1.2, or §5.408.1.3); or comply with local construction/demolition waste management ordinance, whichever is more stringent.	Specification Section 017419	Contractor	
✓	5.408.1.1	**Construction waste management plan** – Where the local jurisdiction does not have a construction and demolition waste management ordinance that is more stringent, submit a construction waste management plan that complies with §5.408.1.1	Specification Section 017419	Contractor	Construction Waste Management Plan + waste/recycling weight tickets and receipts
	5.408.3	**Excavated soil and land clearing debris** (trees, stumps, rocks, vegetation) shall be 100% reused or recycled.	*N/A - Project does not disturb soil.*	Contractor	
	5.409.1	**Life cycle assessment for new buidlings** – Projects consisting of newly constructed building(s) with a combined floor area of 100,000 s.f. or greater shall comply with either §5.409.2 or §5.409.3.	*N/A - Project is an alteration/addition which neither alters more than 100,000 s.f. nor increases total building area beyond 100,000 s.f.*		
○	5.409.2	Projects shall conduct a cradle-to-grave **whole-building lifecycle assessment** performed in accordance with ISO 14040 and ISO 14044, excluding operating energy, and demonstrating a min 10% reduction in global warming potential (GWP) as compared to a reference baseline building of similar size, function, complexity, type of construction, material specification, and location that meets the requirements of the current California Energy Code. Software datasets and calculation methods shall comply with 5.409.2.	Refer to worksheet 'WS-9' on sheet [X0.0].	Architect / Engineer	Calculation on construction documents
○	5.409.3	**Product global warming potential (GWP) compliance (prescriptive path)** – Each permanently-installed product listed in Table 5.409.3 shall have a Type III environmental product declaration (EPD), product- or factory-specific.	Refer to worksheet 'WS-5' on sheet [X0.0].	Architect / Engineer	Calculation on construction documents
	5.410.1	**Recycling by occupants** – Provide areas for the depositing, storage, and collection of non-hazardous materials for recycling—including paper, corrugated cardboard, glass, plastics, organic waste, and metals; or meet a local recycling ordinance, if more restrictive.	*N/A - Project is an renovation which increases the floor area by less than 30%.*	Jurisdiction	*(No additional documentation required)*
	5.410.2	**Commissioning for new buildings** 10,000 s.f. and greater: 1. Owner's Project Requirements (OPR) 2. Basis of Design (BOD) 3. Commissioning Plan 4. Functional Performance Testing 5. Documentation and training 6. Commissioning Report	*N/A - Project is an addition/alteration.*		*(No additional documentation required)*
	5.410.4	**Testing and adjusting of systems** for new buildings less than 10,000 s.f. or new systems for an initial tenant improvement: 1. Develop a written plan of procedures for testing and adjusting HVAC systems and controls, indoor and outdoor lighting and controls, water heating systems, renewable energy systems, landscape irrigation systems, and water reuse systems, if any. 2. Perform testing, adjusting and balancing procedures in accordance with project specifications 3. Provide final report of testing signed by the individual responsible for performing the tests 4. Provide building owner with operation and maintenance manual.	*N/A - Project is an addition/alteration.*	Contractor / Installer	*(No additional documentation required)*

5.5 ENVIRONMENTAL QUALITY

	SECTION	REQUIREMENT	PROJECT-SPECIFIC INFORMATION	VERIFICATION: RESPONSIBILITY	VERIFICATION: DOCUMENTATION
	5.503.1	**Fireplaces** – Install only direct-vent sealed-combustion gas or sealed wood-burning fireplaces, or a sealed wood stove or pellet stove. Wood stoves and pellet stoves shall comply with U.S. EPA NSPS emission limits.	*N/A - Project provides no fireplaces.*	Contractor / Installer	
✓	5.504.1	**Limit use of permanent HVAC system during construction** to condition the building within the required temperature range for material and equipment installation. If the HVAC system is used during construction, use return air filters with a Minimum Efficiency Reporting Value (MERV) of 8, or an average efficiency of 30%; and replace all filters prior to occupancy.	Refer to notes on mechanical plans.	Contractor / Installer	*(No additional documentation required)*
✓	5.504.3	**Covering of duct openings and protection of mechanical equipment during construction** – All duct and air distribution component openings shall be covered with tape, plastic, and/or sheet metal during storage and rough installation until final startup in order to reduce the amount of water, dust, and debris which may enter in the system.	Refer to notes on mechanical plans.	Contractor / Installer	*(No additional documentation required)*
✓	5.504.4.1	**Adhesives, sealants and caulks** shall comply with V.O.C. limits listed in Tables 5.504.4.1 + 5.504.2	Refer to Interior Finish Schedule and Specification Section 079200	Contractor / Installer	Product data for installed materials
✓	5.504.4.3	**Paints and coatings** shall comply with V.O.C. limits listed in Table 5.504.4.3	Refer to Interior Finish Schedule and Specification Section 099100	Contractor / Installer	Product data for installed materials
	5.504.4.4	**Carpet systems** (including carpet cushion) shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017.	*N/A - Project provides no carpeting.*	Contractor / Installer	Product data for installed materials
○	5.504.4.5	**Composite wood products** – Hardwood plywood, particleboard, and medium density fiberboard shall comply with formaldehyde emission limits specified in Table 5.504.4.5.	Refer to Interior Finish Schedule and Specification Sections 062000 + 064100	Contractor / Installer	Product data and/or certifications; chain of custody certifications
	5.504.4.6	**Resilient flooring** – For 80% of the floor area receiving resilient flooring, install products complying with the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017.	*N/A - Project provides no resilient flooring.*	Contractor / Installer	Product data for installed materials
✓	5.504.4.7	**Thermal Insulation** – Comply with the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017.	Refer to Interior Finish Schedule and Specification Section 072100.	Contractor / Installer	Product data for installed materials
	5.504.4.8	**Acoustical ceiling and wall panels** – Comply with the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017.	*N/A - Project provides no acoustical ceiling or wall panels.*	Contractor / Installer	Product data for installed materials
✓	5.504.5.3	**Air filters** – Install air filtration media with a minimum MERV rating of 13 for outside and return air.	Refer to notes on mechanical plans.	Contractor / Installer	Product data and location of installed filters
	5.504.7	**Environmental Tobacco Smoke control** – At designated outdoor smoking areas, post signage prohibiting smoking within 25' of building entries, outdoor air intakes, and operable windows; or comply with local or applicable ordinance.	*N/A - No designated outdoor smoking area provided.*	Jurisdiction	*(No additional documentation required)*
✓	5.505.1	**Indoor moisture control** – Buildings shall meet or exceed provisions of California Building Code §1202 and Chapter 14.	Refer to wall schedules on A2.2	Jurisdiction	*(No additional documentation required)*
✓	5.506.1	**Outside air delivery** for mechanically or naturally ventilated spaces in buildings – Meet the minimum requirements of CEC §120.1 (Requirements For Ventilation), or applicable local code, whichever is more stringent, and Division 1, Chapter 4 of CCR, Title 8.	Refer to notes on mechanical plans.	Jurisdiction	*(No additional documentation required)*
✓	5.506.2	**CO_2 monitoring** – For buildings or additions equipped with demand control ventilation, CO_2 sensors and ventilation controls shall be specified and installed per CEC §120.1(c)(4).	Refer to notes on mechanical plans.	Jurisdiction	*(No additional documentation required)*
	5.507.4	**Acoustical control** – For buildings within the 65 CNEL noise contour of an airport, freeway, expressway, railroad, industrial source, or fixed guideway; employ STC- or OITC-rated building assemblies and components, using either the prescriptive or performance method below.	*N/A - Building not within 65 CNEL noise contours of an airport, freeway, expressway, railroad, industrial source, or fixed guideway.*	Jurisdiction	*(No additional documentation required)*
prescriptive method	5.507.4.1	**Prescriptive method** – Envelope wall and roof-ceiling assemblies shall be minimum STC 50 (or OITC 40). Exterior windows shall be minimum STC 40 (or OITC 30).		Jurisdiction	*(No additional documentation required)*
prescriptive method	5.507.4.1.1	**Noise exposure where noise contours not readily available** – Buildings exposed to a noise level of 65 dB L_{eq}-1-hr during any hour of operation shall have exterior wall and roof-ceiling assemblies exposed to the noise source meeting a STC 45 rating minimum (OITC 35), with exterior windows of a STC 40 rating minimum (OITC 30).		Jurisdiction	*(No additional documentation required)*
performance method	5.507.4.2	**Performance method** – Wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall be constructed to provide an interior noise environment attributable to exterior sources that does not exceed an hourly equivalent noise level of 50dBA in occupied areas during any hour of operation.		Jurisdiction	*(No additional documentation required)*
performance method	5.507.4.2.1	**Site features** – Exterior features such as sound walls or earth berms may be utilized as appropriate to the building, addition or alteration project to mitigate sound migration to the interior.		Jurisdiction	*(No additional documentation required)*
performance method	5.507.4.2.2	**Documentation of compliance** – An acoustical analysis documenting complying interior sound levels shall be prepared by personnel approved by the architect or engineer or record.		Jurisdiction	*(No additional documentation required)*
	5.507.4.3	**Interior sound transmission** – Wall and floor-ceiling assemblies separating tenant spaces from other tenant spaces or public spaces shall have an STC of at least 40.	*N/A - Building not divided into tenant spaces.*	Jurisdiction	*(No additional documentation required)*
✓	5.508.1	**Ozone depletion and greenhouse gas reductions** – Installations of HVAC, refrigeration, and fire suppression shall not contain CFCs or Halons.	Refer to notes on mechanical plans.	Contractor / Installer	Product data for refrigerants and/or fire suppression materials
	5.508.2	**Supermarket refrigerant leak reduction** – New commercial refrigeration systems shall comply with the provisions of this section when installed in retail food stores that both: • have 8,000 s.f. or more of conditioned area • utilize either refrigerated display cases, walk-in coolers, or walk-in freezers connected to remote compressor units or condensing units	*N/A - Project provides no commercial refrigerated display cases, walk-in coolers, or walk-in freezers*	Contractor / Installer	Product data for refrigerants and/or fire suppression materials

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LICENSED ARCHITECT
No. C 16986
REN. 9-30-27
STATE OF CALIFORNIA

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.27.26	Plan Check Response

CALGREEN CODE COMPLIANCE

T2.2

[redacted]

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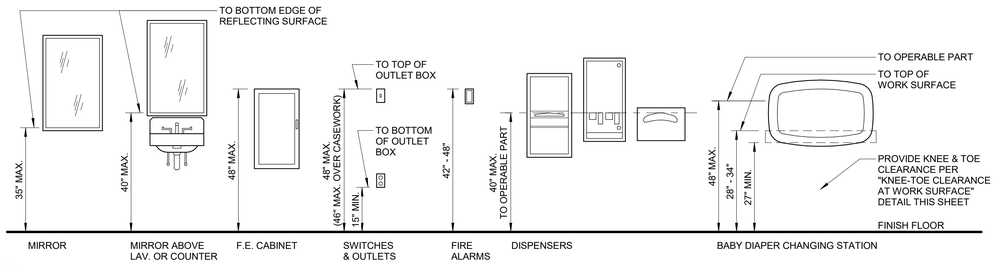
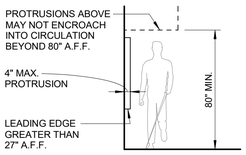
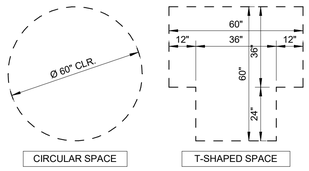


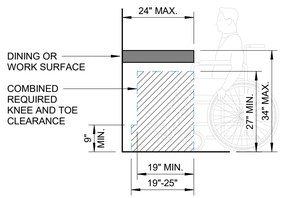
M MOUNTING HEIGHTS
1/2" = 1'-0"



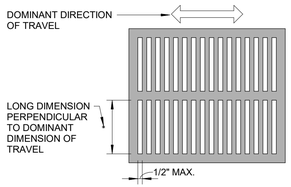
N PROTRUSION LIMITS
1/4" = 1'-0"



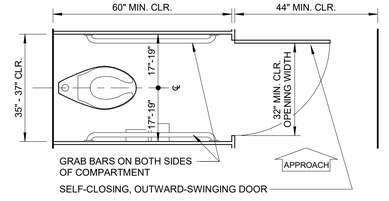
H TURNING SPACE
3/8" = 1'-0"

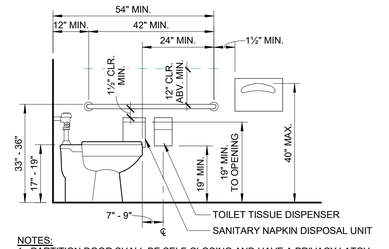


P KNEE-TOE CLR. @ WORK SURFACE
1/2" = 1'-0"



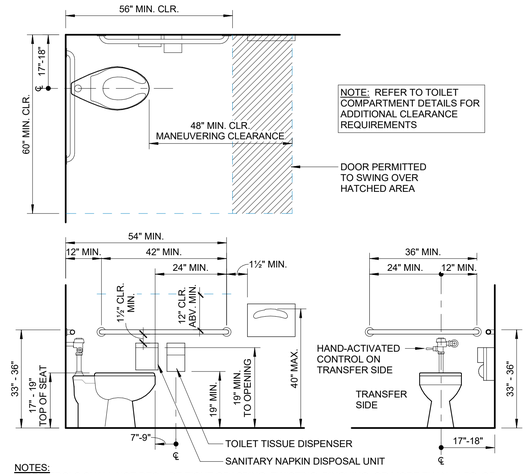
J OPENINGS IN GROUND SURFACES
1 1/2" = 1'-0"





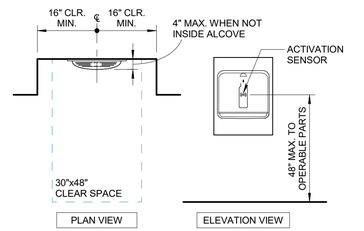
NOTES:
1. PARTITION DOOR SHALL BE SELF-CLOSING AND HAVE A PRIVACY LATCH.
2. DOOR PULLS SHALL BE PLACED ON BOTH SIDES OF THE DOOR NEAR THE LATCH.
3. HANDLES, PULLS, AND OPERABLE PARTS ON DOORS SHALL BE LOCATED BETWEEN 34" AND 44" ABOVE THE FINISH FLOOR.

E ACC. R.R. STALL - AMBULATORY
1/2" = 1'-0"

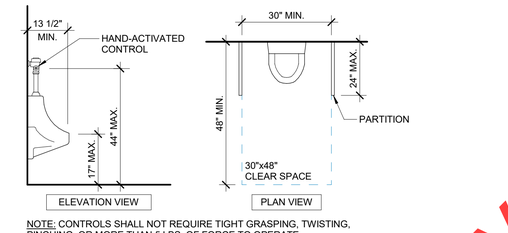


NOTES:
1. CONTROLS SHALL NOT REQUIRE TIGHT GRASPING, TWISTING, PINCHING, OR MORE THAN 5 LBS. OF FORCE TO OPERATE.
2. THE REQUIRED CLEARANCE AROUND THE WATER CLOSET SHALL BE PERMITTED TO OVERLAP THE WATER CLOSET, ASSOCIATED GRAB BARS, DISPENSERS, SANITARY NAPKIN DISPOSAL UNITS, COAT HOOKS, SHELVES, ACCESSIBLE ROUTES, CLEAR FLOOR SPACE & CLEARANCES REQUIRED AT OTHER FIXTURES, AND THE TURNING SPACE. NO OTHER FIXTURES OR OBSTRUCTIONS SHALL BE LOCATED WITHIN THE REQUIRED WATER CLOSET CLEARANCE.

A ACCESSIBLE WATER CLOSET
1/2" = 1'-0"

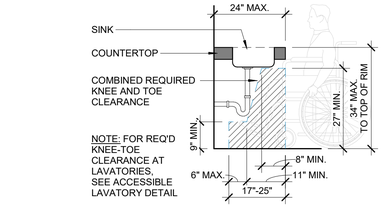


F BOTTLE FILLING STATION
1/2" = 1'-0"

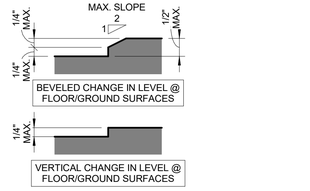


NOTE: CONTROLS SHALL NOT REQUIRE TIGHT GRASPING, TWISTING, PINCHING, OR MORE THAN 5 LBS. OF FORCE TO OPERATE

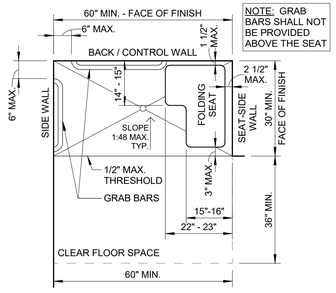
B ACCESSIBLE URINAL
1/2" = 1'-0"

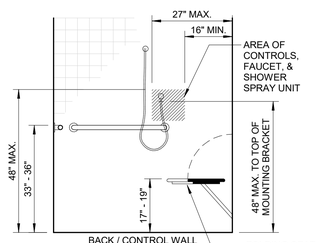


Q KNEE-TOE CLEARANCE @ SINK
1/2" = 1'-0"



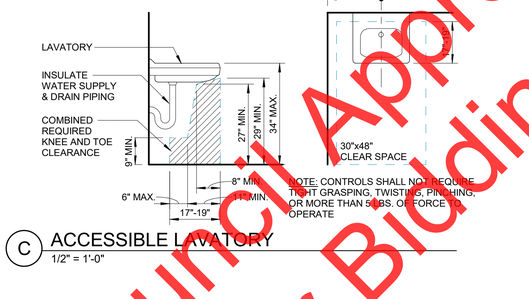
K VERTICAL OFFSETS
6" = 1'-0"





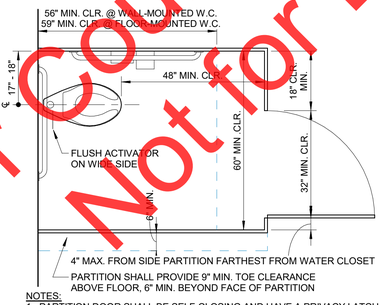
NOTES:
1. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 LBS. MAX.
2. CONTROLS AND FAUCETS SHALL ALLOW THE USER TO CLOSE AND OPEN THE WATER SUPPLY.
3. DRAIN GRATES SHALL HAVE 1/4" MAXIMUM OPENINGS AND SHALL BE FLUSH WITH THE FLOOR SURFACE.

G ROLL-IN SHOWER STALL
1/2" = 1'-0"



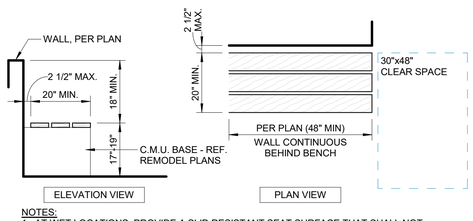
NOTE: CONTROLS SHALL NOT REQUIRE TIGHT GRASPING, TWISTING, PINCHING, OR MORE THAN 5 LBS. OF FORCE TO OPERATE

C ACCESSIBLE LAVATORY
1/2" = 1'-0"



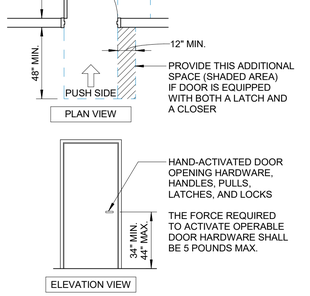
NOTES:
1. PARTITION DOOR SHALL BE SELF-CLOSING AND HAVE A PRIVACY LATCH.
2. DOOR PULLS SHALL BE PLACED ON BOTH SIDES OF THE DOOR NEAR THE LATCH.
3. HANDLES, PULLS, AND OPERABLE PARTS ON DOORS SHALL BE LOCATED BETWEEN 34" AND 44" ABOVE THE FINISH FLOOR.

D ACC. R.R. STALL - END DOOR OUTWARD
1/2" = 1'-0"



NOTES:
1. AT WET LOCATIONS, PROVIDE A SLIP-RESISTANT SEAT SURFACE THAT SHALL NOT ACCUMULATE WATER.
2. BENCH THIS DETAIL SHOWN TO ILLUSTRATE CODE REQUIREMENTS ONLY. REFER TO SPECIFICATIONS FOR PRODUCT MAKE, MODEL, AND OTHER REQUIREMENTS.

R ACCESSIBLE BENCH
1/2" = 1'-0"



L ACCESSIBLE DOOR
1/4" = 1'-0"

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WMB Project No. 25-019

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.27.26	Plan Check Response

BUILDING ACCESSIBILITY DETAILS

T3.1

LICENSED ARCHITECT TIMOTHY K. MATTHEWS No. C-16944 REN. 9-30-27 STATE OF CALIFORNIA
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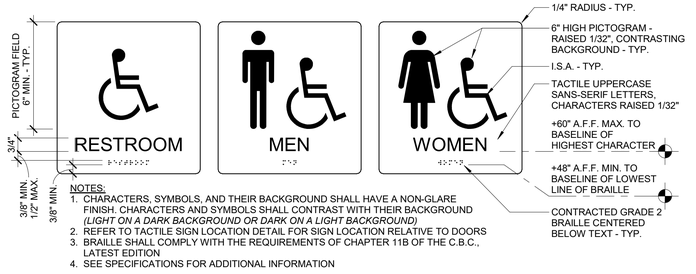
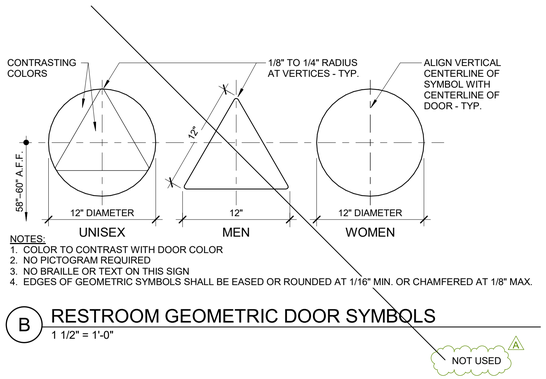


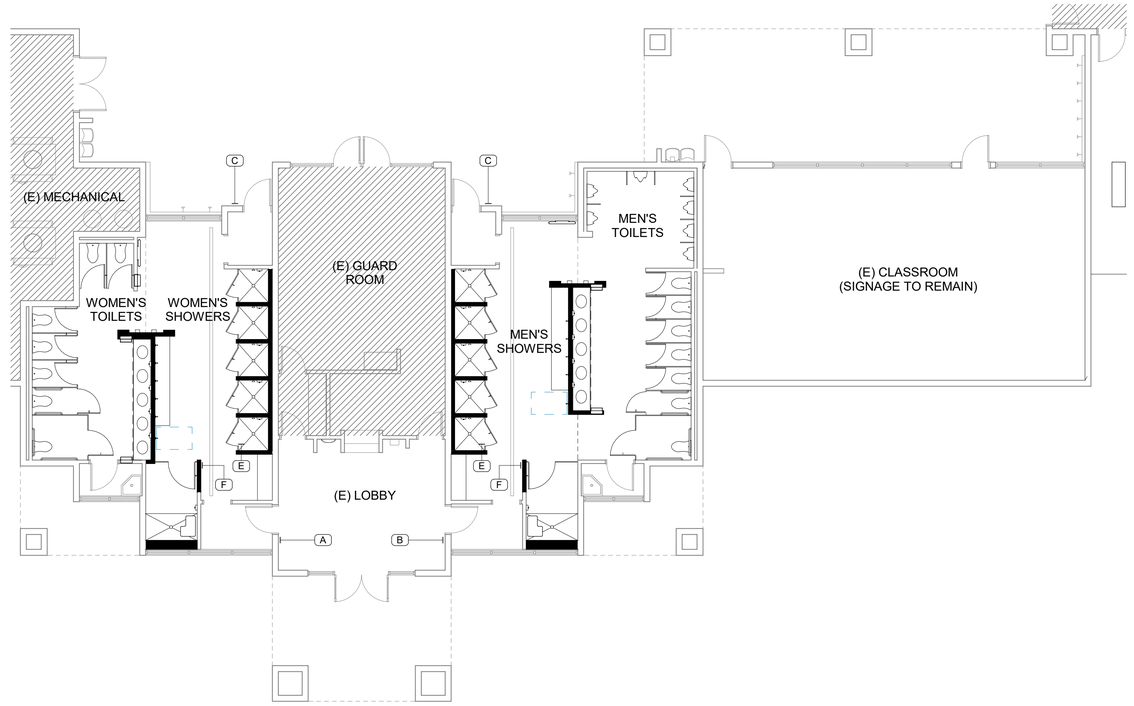
NOTES:
1. CHARACTERS, SYMBOLS, AND THEIR BACKGROUND SHALL HAVE A NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND *(LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND)*
2. REFER TO TACTILE SIGN LOCATION DETAIL FOR SIGN LOCATION RELATIVE TO DOORS
3. BRAILLE SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 11B OF THE C.B.C., LATEST EDITION
4. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION

A RESTROOM IDENTIFICATION WALL SIGNAGE
3" = 1'-0"



NOTES:
1. COLOR TO CONTRAST WITH DOOR COLOR
2. NO PICTOGRAM REQUIRED
3. NO BRAILLE OR TEXT ON THIS SIGN
4. EDGES OF GEOMETRIC SYMBOLS SHALL BE EASED OR ROUNDED AT 1/16" MIN. OR CHAMFERED AT 1/8" MAX.

B RESTROOM GEOMETRIC DOOR SYMBOLS
1 1/2" = 1'-0"



POSTED SIGNAGE PLAN
1/8" = 1'-0" 1/8" = 1'-0"

NOTE: EXISTING RESTROOM AND EGRESS SIGNAGE SHALL REMAIN, ONLY NEW SIGNAGE IS SHOWN ON THIS PLAN

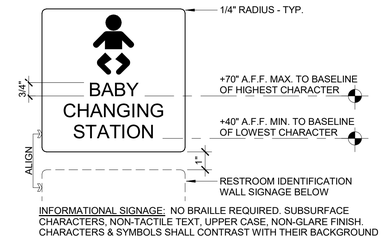
POSTED SIGNAGE SCHEDULE

NO.	SIGN TYPE	TEXT	DETAIL
A	RESTROOM ID w/ ISA - WOMEN	WOMEN	A
B	RESTROOM ID w/ ISA - MEN	MEN	A
C	BABY CHANGING STATION	(REFER TO DETAIL)	C
E	SHOWER	(REFER TO DETAIL)	E
F	SHOWER w/ ISA	(REFER TO DETAIL)	F

NOTE: DETAIL REFERENCES REFER TO DETAILS THIS SHEET U.O.N.

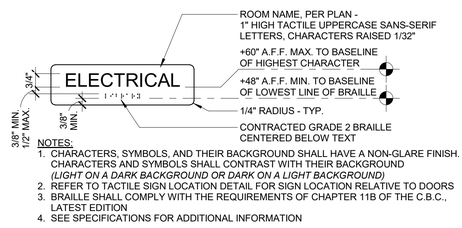
LEGEND
SIGNAGE LOCATION SYMBOL

1 SIGNAGE TYPE - REFER TO SCHEDULE



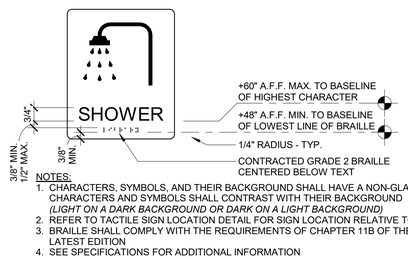
INFORMATIONAL SIGNAGE: NO BRAILLE REQUIRED. SUBSURFACE CHARACTERS, NON-TACTILE TEXT, UPPER CASE, NON-GLARE FINISH. CHARACTERS & SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND

C BABY CHANGING STATION SIGNAGE
3" = 1'-0"



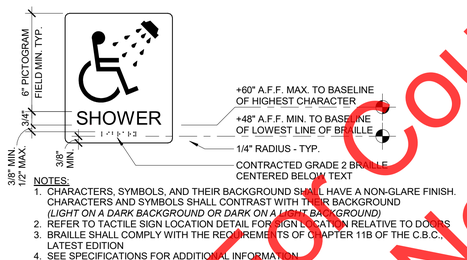
NOTES:
1. CHARACTERS, SYMBOLS, AND THEIR BACKGROUND SHALL HAVE A NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND *(LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND)*
2. REFER TO TACTILE SIGN LOCATION DETAIL FOR SIGN LOCATION RELATIVE TO DOORS
3. BRAILLE SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 11B OF THE C.B.C., LATEST EDITION
4. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION

D SECONDARY ROOM IDENTIFICATION SIGN
3" = 1'-0"



NOTES:
1. CHARACTERS, SYMBOLS, AND THEIR BACKGROUND SHALL HAVE A NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND *(LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND)*
2. REFER TO TACTILE SIGN LOCATION DETAIL FOR SIGN LOCATION RELATIVE TO DOORS
3. BRAILLE SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 11B OF THE C.B.C., LATEST EDITION
4. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION

E SHOWER SIGNAGE
3" = 1'-0"



NOTES:
1. CHARACTERS, SYMBOLS, AND THEIR BACKGROUND SHALL HAVE A NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND *(LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND)*
2. REFER TO TACTILE SIGN LOCATION DETAIL FOR SIGN LOCATION RELATIVE TO DOORS
3. BRAILLE SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 11B OF THE C.B.C., LATEST EDITION
4. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION

F SHOWER SIGNAGE w/ ISA
3" = 1'-0"

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PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.27.26	Plan Check Response

POSTED SIGNAGE PLAN + DETAILS

T3.2

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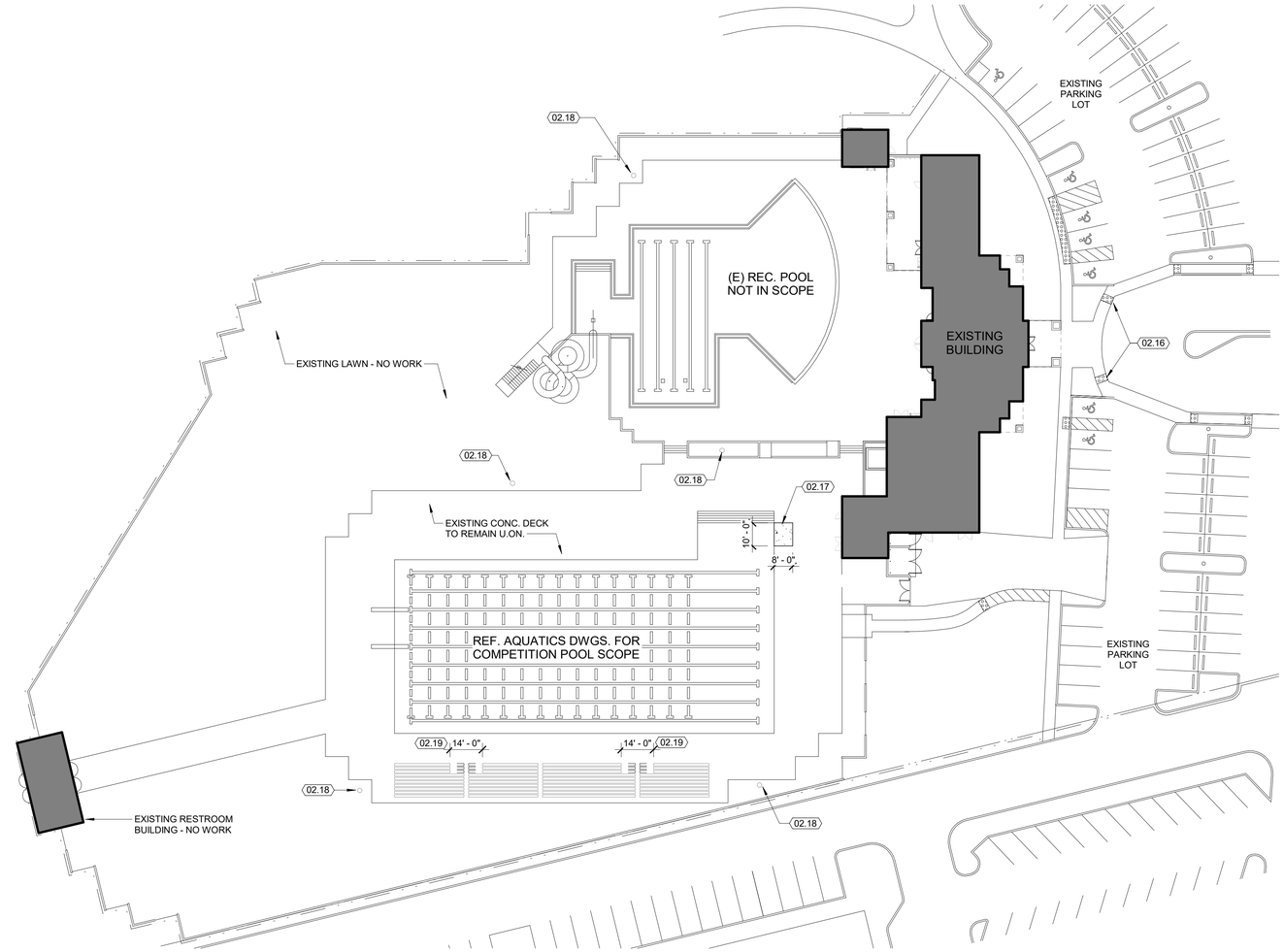

SITE PLAN - DEMOLITION
1" = 20'-0"

GENERAL NOTES

1. ALL ITEMS IDENTIFIED TO BE DEMOLISHED OR REMOVED SHALL MEAN THAT THE SUBJECT ITEM IS THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND RECYCLED, REUSED OR LEGALLY DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY OF ROSEVILLE WASTE MANAGEMENT PLAN.
2. ALL ITEMS NOT IDENTIFIED TO BE DEMOLISHED OR REMOVED ARE EXISTING TO REMAIN. THE CONTRACTOR SHALL TAKE REQUIRED PRECAUTION TO PROTECT ALL EXISTING ITEMS.
3. REFER TO POOL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION INFORMATION. MECHANICAL GRILLES, PLUMBING FIXTURES, AND ELECTRICAL FIXTURES SHOWN FOR COORDINATION PURPOSES ONLY.

KEYNOTES

02.16 REMOVE DETECTABLE WARNING SURFACE
02.17 REMOVE PORTION OF CONCRETE POOL DECK
02.18 BID ALT. #4: REMOVE POLE-MOUNTED FIXTURES, REF. ELECTRICAL DWGS.
02.19 REMOVE PORTION OF EXISTING BLEACHERS - REF. DETAIL 1/A1.2

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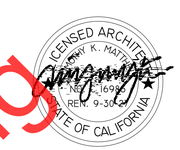

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DEMOLITION SITE PLAN

D1.2

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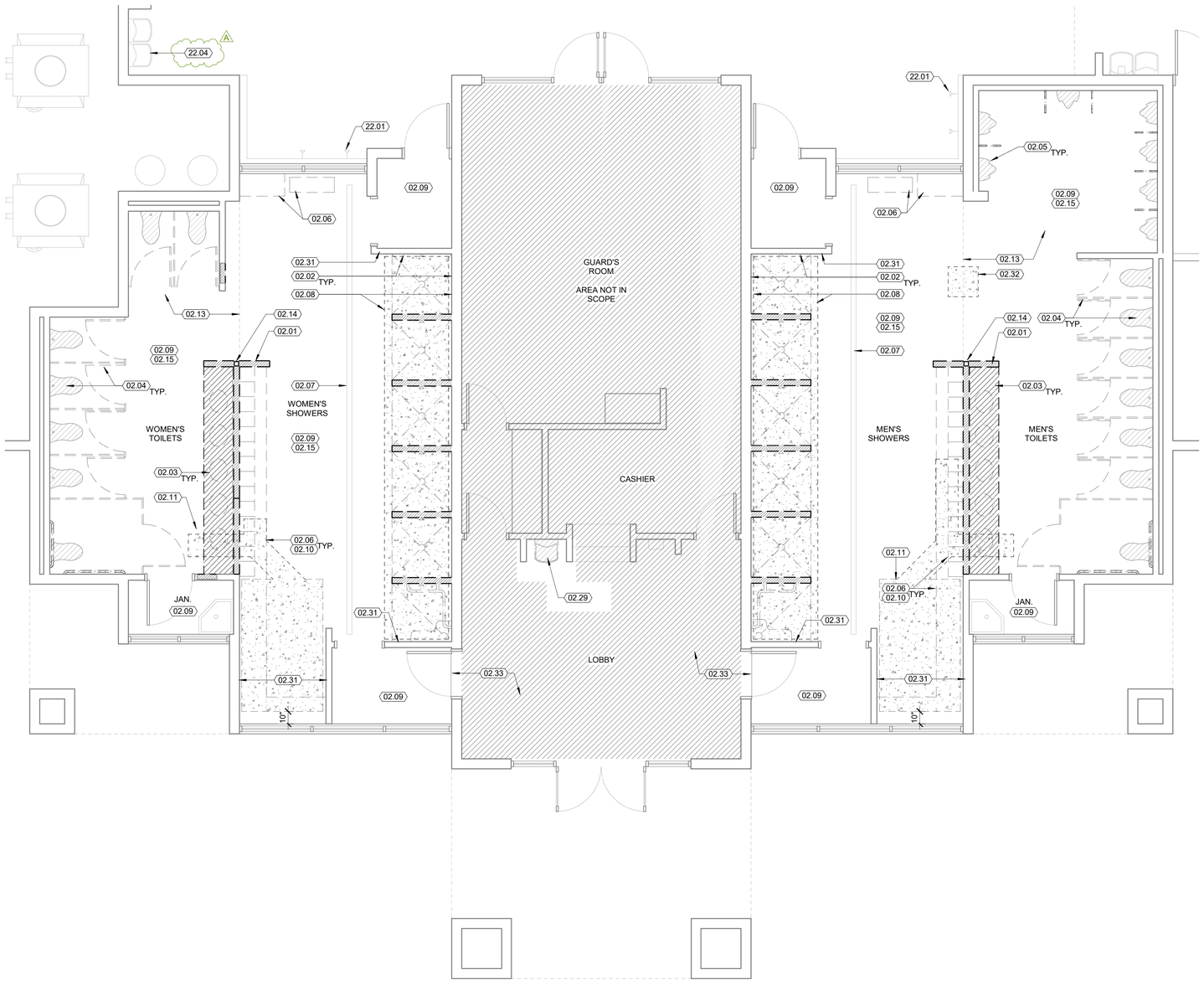

DEMOLITION FLOOR PLAN

1/4" = 1'-0" 1/4" = 1'-0"

LEGEND

- WALL TO REMAIN
- WALL TO BE REMOVED
- DOOR, FRAME, AND HARDWARE TO BE REMOVED
- WINDOW & FRAME TO BE REMOVED
- STOREFRONT SYSTEM TO BE REMOVED
- CONCRETE FLOORING TO BE SAWCUT AND REMOVED - VERIFY EXTENT w/ PLUMBING AND STRUCTURAL IMPROVEMENTS

GENERAL NOTES

1. ALL ITEMS IDENTIFIED TO BE DEMOLISHED OR REMOVED SHALL MEAN THAT THE SUBJECT ITEM IS THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND RECYCLED, REUSED OR LEGALLY DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY OF ROSEVILLE WASTE MANAGEMENT PLAN.
2. ALL ITEMS NOT IDENTIFIED TO BE DEMOLISHED OR REMOVED ARE EXISTING TO REMAIN. THE CONTRACTOR SHALL TAKE REQUIRED PRECAUTION TO PROTECT ALL EXISTING ITEMS.
3. REFER TO POOL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION INFORMATION. MECHANICAL GRILLES, PLUMBING FIXTURES, AND ELECTRICAL FIXTURES SHOWN FOR COORDINATION PURPOSES ONLY.

KEYNOTES

02.01 FRAMED WALL TO BE REMOVED FULL HEIGHT
02.02 DEMOLISH SHOWERS, INCLUDING PLUMBING, FRAMED WALLS, AND FINISHES / WATERPROOFING
02.03 REMOVE LAVATORIES, COUNTERTOP, AND ASSOCIATED PLUMBING
02.04 REMOVE WATER CLOSETS, TOILET PARTITIONS, AND ACCESSORIES
02.05 REMOVE URINALS AND PARTITIONS
02.06 REMOVE LOCKERS, BENCHES, AND WALL ANCHORS
02.07 REMOVE LINEAR DRAIN COVER, DRAIN TO REMAIN
02.08 SAWCUT AND REMOVE CONCRETE SLAB, CURB, SHOWER PAN, GROUT BED
02.09 REMOVE EPOXY FLOORING AND WALL BASE FINISH THROUGHOUT
02.10 REMOVE C.M.U. BASE UNDERNEATH LOCKERS
02.11 SAWCUT AND REMOVE SLAB FOR RELOCATED PLUMBING - SHOWN FOR REFERENCE, REFER TO PLUMBING DWGS.
02.13 SHORE (E) LINTEL AND CEILING JOISTS AS REQ'D - REF. STRUCTURAL DWGS.
02.14 REMOVE POST - INSTALL SHORING AS REQ'D - REF. STRUCTURAL DWGS.
02.15 REMOVE WALL FINISH THROUGH SPACE, INCLUDING GYPSUM BOARD, TYP.
02.29 BID ALT. #2: REMOVE (E) DRINKING FOUNTAIN
02.31 REMOVE WALL FINISHES
02.32 SAWCUT AND REMOVE PORTION OF SLAB AS REQ'D TO INSTALL (N) FOOTING PER STRUCTURAL DWGS.
02.33 (E) EPOXY FLOORING TO REMAIN IN LOBBY - TRANSITION LINE TO BE CUT UNDERNEATH DOOR
22.01 BID ALT. #6 MODIFY EXTERIOR SHOWER CONTROL VALVE TO RELOCATE CONTROL WITHIN ACCESSIBLE RANGE - REF. DETAIL F/A6.1
22.04 BID ALT. #7: REMOVE AND REPLACE DRINKING FOUNTAIN - REF. PLUMBING DWGS.

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LICENSED ARCHITECT
TIMOTHY K. MATTISON
No. C-16982
REN. 9-30-27
STATE OF CALIFORNIA

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.27.26	Plan Check Response

DEMOLITION FLOOR PLAN

D2.1

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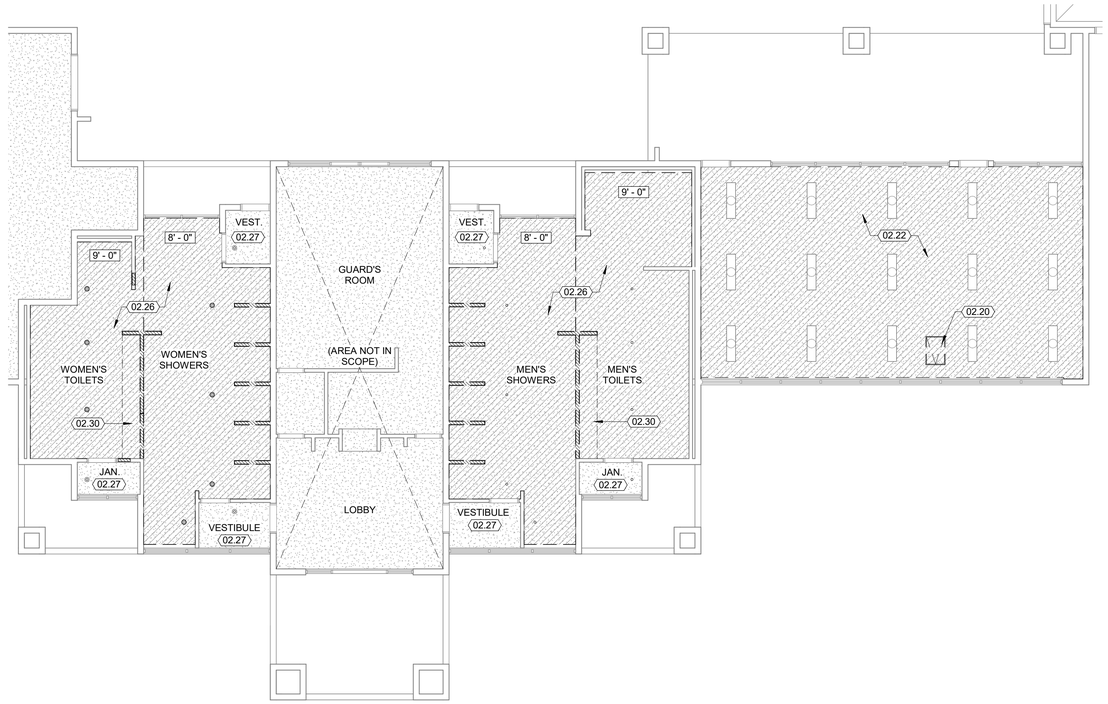

DEMOLITION CEILING PLAN

1/8" = 1'-0"

LEGEND

- WALL TO REMAIN
- WALL TO BE REMOVED
- STOREFRONT SYSTEM TO BE REMOVED
- EXISTING GYP. BD. CEILING TO REMAIN
- EXISTING GYP. BD. CEILING TO REMOVED

GENERAL NOTES

1. ALL ITEMS IDENTIFIED TO BE DEMOLISHED OR REMOVED SHALL MEAN THAT THE SUBJECT ITEM IS THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND RECYCLED, REUSED OR LEGALLY DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY OF ROSEVILLE WASTE MANAGEMENT PLAN.
2. ALL ITEMS NOT IDENTIFIED TO BE DEMOLISHED OR REMOVED ARE EXISTING TO REMAIN. THE CONTRACTOR SHALL TAKE REQUIRED PRECAUTION TO PROTECT ALL EXISTING ITEMS.
3. REFER TO POOL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION INFORMATION. MECHANICAL GRILLES, PLUMBING FIXTURES, AND ELECTRICAL FIXTURES SHOWN FOR COORDINATION PURPOSES ONLY.

KEYNOTES

02.20 (E) ACCESS HATCH - REMOVE AND REPLACE AS REQ'D TO INSTALL (N) INSULATION PER BID. ALT. #3

02.22 BID ALT. #3: REMOVE GYP. BD. CEILING AS REQ'D TO INSTALL (N) INSULATION AND REFRIGERANT LINES, REMOVE LIGHT FIXTURES AS REQ'D AND SALVAGE FOR RE-INSTALLATION

02.26 REMOVE GYP. BD. CEILING - AREA SHOWN HATCHED, REMOVE LIGHTING AND HVAC DIFFUSERS AS REQ'D - REF. MECH. & ELEC. DWGS.

02.27 GYP. BD. CEILING TO REMAIN

02.30 REMOVE LIGHT SOFFIT

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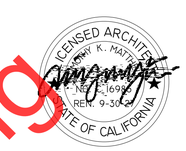

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DEMOLITION CEILING PLAN

D9.1

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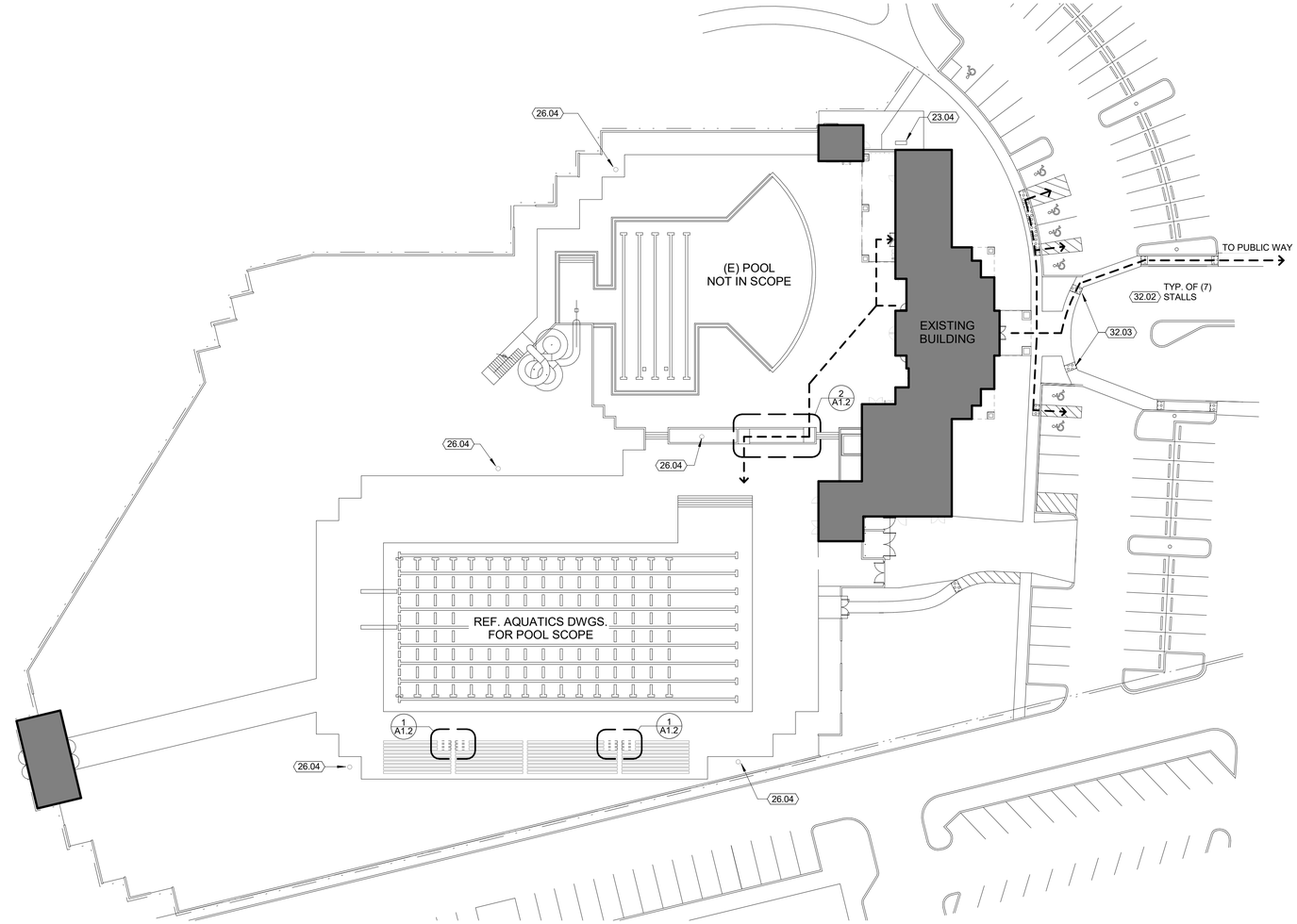

SITE PLAN
1" = 20'-0"

LEGEND

ACCESSIBLE PEDESTRIAN ROUTE:
MIN. WIDTH = 48"
MAX. SURFACE SLOPES:
CROSS SLOPE = 1:48 MAX.
SLOPE IN DIRECTION OF TRAVEL = 1:20 MAX.
RUNNING SLOPE ON RAMPS AND CURB RAMPS = 1:12 MAX.
NO VERTICAL OFFSETS IN EXCESS OF 1/4"

KEYNOTES

23.04 BID ALT #3: INSTALL SLAB MOUNTED HEAT PUMP - REF. MECH. DWGS.
26.04 BID ALT. #4: REPLACE EXISTING POLE-MTD. LIGHT FIXTURES, POLE TO REMAIN - REF. ELEC DWGS.
32.02 RE-PAINT ISA SYMBOLS
32.03 REMOVE AND REPLACE INTEGRAL DETECTABLE WARNING SURFACE - REF. DETAIL A/A1.2

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SITE PLAN

A1.1

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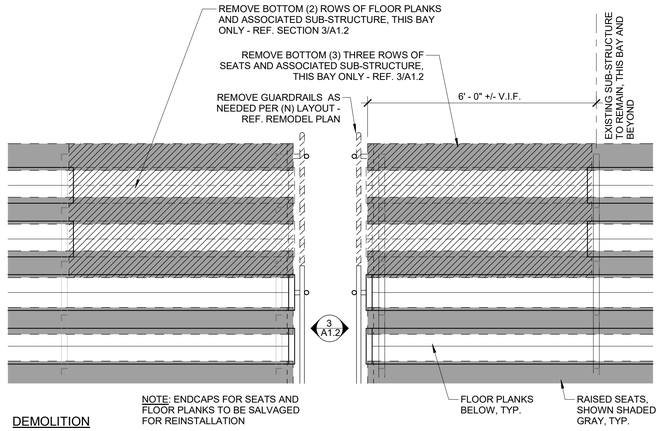


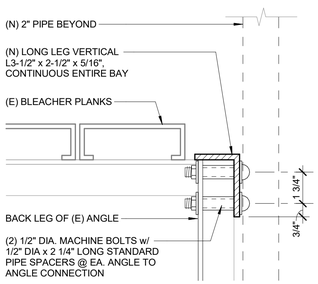
1 BLEACHER MODIFCATIONS - ENLARGED PLANS

1/2" = 1'-0"

NOTE: SCOPE OF WORK ENTAILS THE MODIFICATION OF (4) BLEACHERS TOTAL AS SHOWN ON A1.1. FOR THE SAKE OF CLARITY, SOME TYPICAL NOTES HAVE BEEN OMITTED ON ENLARGED PLAN ABOVE.

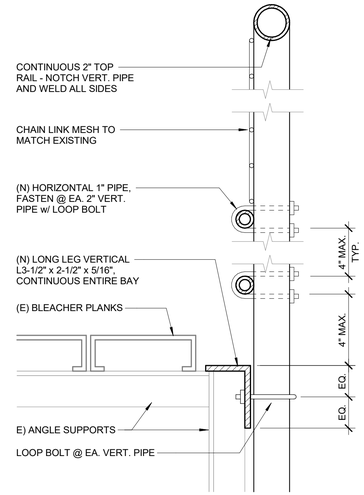
BLEACHER GENERAL NOTES

1. ALL NEW STEEL MEMBERS AND HARDWARE TO BE HOT-DIPPED GALVANIZED, U.O.N.
2. EXISTING SUB-STRUCTURE AND DIAGONAL BRACES TO REMAIN, U.O.N.
3. SUBMIT SHOP DRAWINGS TO OWNER'S REPRESENTATIVE PRIOR TO FABRICATION



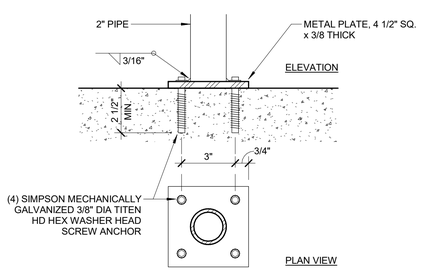
E METAL ANGLE AT (E) BLEACHERS

3" = 1'-0"



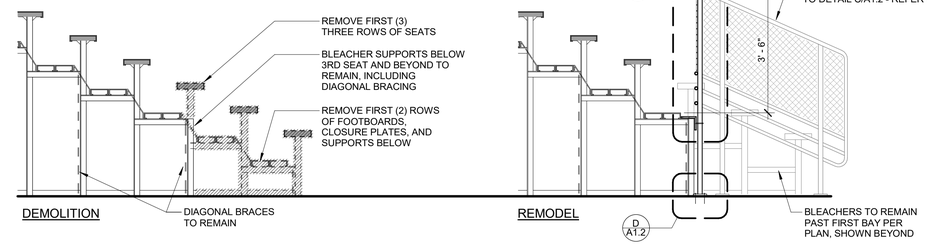
C BLEACHER GUARDRAIL MODIFICATION

3" = 1'-0"



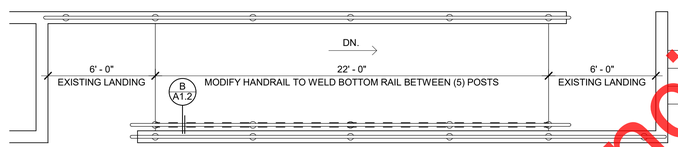
D BLEACHER RAIL POST

3" = 1'-0"



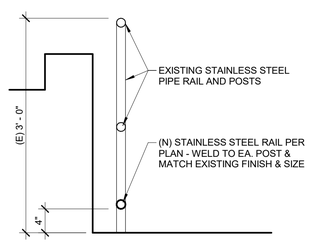
3 BLEACHER MODIFCATIONS SECTION

1/2" = 1'-0"



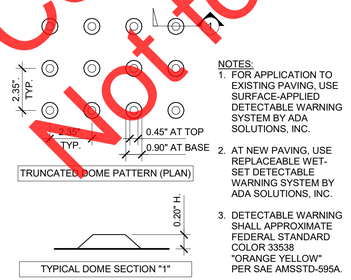
2 EXISTING RAMP MODIFCATIONS

1/4" = 1'-0" 1" = 20'-0"



B RAMP RAIL SECTION

1" = 1'-0"



A DETECTABLE WARNING

3" = 1'-0"

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3051 Woodcreek Oaks Blvd
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WMB Project No. 25-019

LICENSED ARCHITECT JENNY K. MATTISON C-16969 REN. 9-30-27 STATE OF CALIFORNIA

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.27.26	Plan Check Response

SITE DETAILS

A1.2

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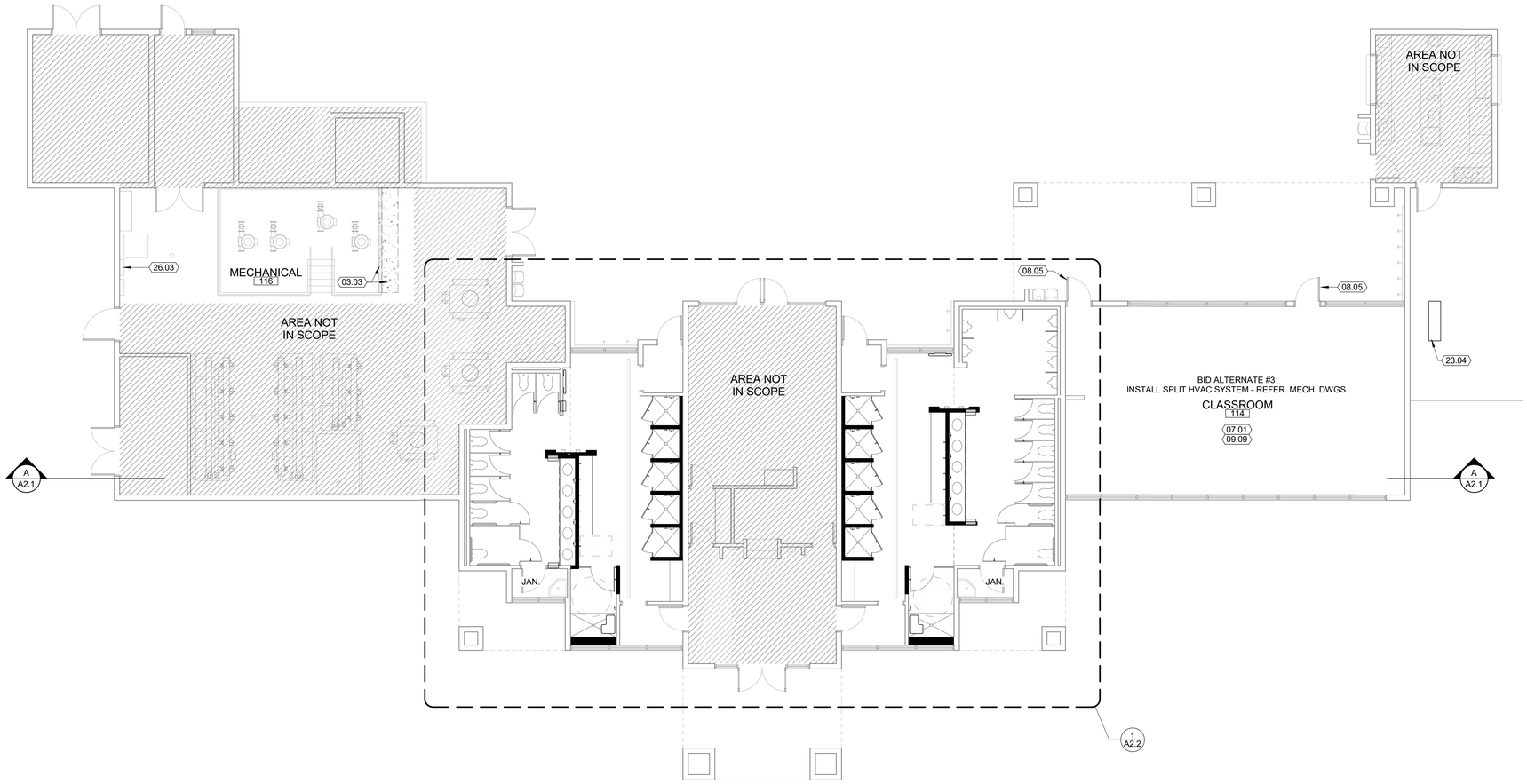
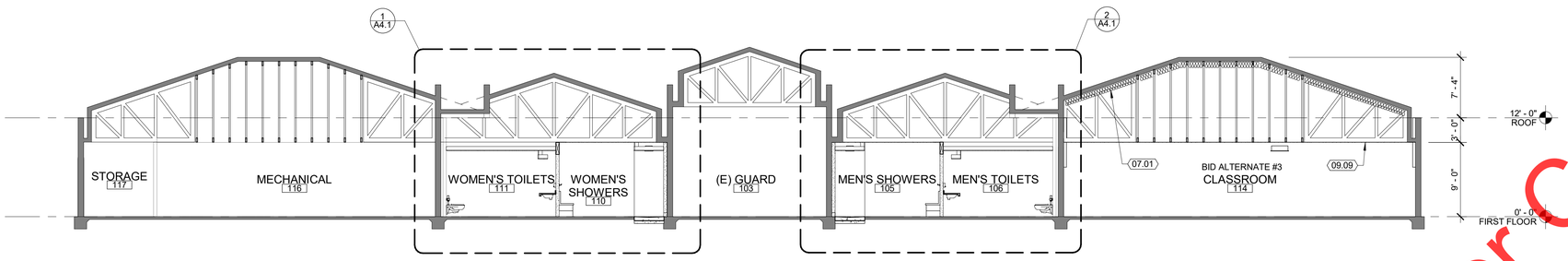


REMODEL FLOOR PLAN - OVERALL

1/8" = 1'-0" 1/4" = 1'-0"



A BUILDING SECTION AA

1/8" = 1'-0"

LEGEND

- EXISTING WALL TO REMAIN
- FRAMED WALL
- ALIGN ADJACENT FINISH SURFACES
- DIMENSION TO FACE OF STRUCTURE
- DIMENSION TO CENTER OF ELEMENT
- DIMENSION TO FACE OF FINISH
- (N) CONC. INFILL - REF. DETAIL C/A6.1

GENERAL NOTES

1. GRID LINES ARE TO FACE OF STUD, U.O.N.

KEYNOTES

03.03 BID ALT. #1: REPAIR MECHANICAL PIT WALL - REFER TO STRUCTURAL DWGS.
07.01 BID ALT. #3: PROVIDE (N) R-30 INSULATION WITHIN ROOF FRAMING ABOVE CLASSROOM
08.05 BID ALT. #3: MODIFY DOOR PANEL TO INSTALL 14 x 18 LOUVER w/ BUG SCREEN
09.09 BID ALT. #3: INSTALL (N) GYP. BD. CEILING AS REQ'D AFTER (N) INSULATION - RE-INSTALL LIGHT FIXTURES AND RE-CONNECT TO (E) CIRCUIT(S)
23.04 BID ALT #3: INSTALL SLAB MOUNTED HEAT PUMP - REF. MECH. DWGS.
26.03 MODIFY EXISTING PANEL TO REPAIR / REPLACE DAMAGED CIRCUIT BREAKERS - REF. ELEC. DWGS.

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TIMOTHY K. MATTISON
C-26 No. 16992
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REMODEL PLAN - OVERALL

A2.1

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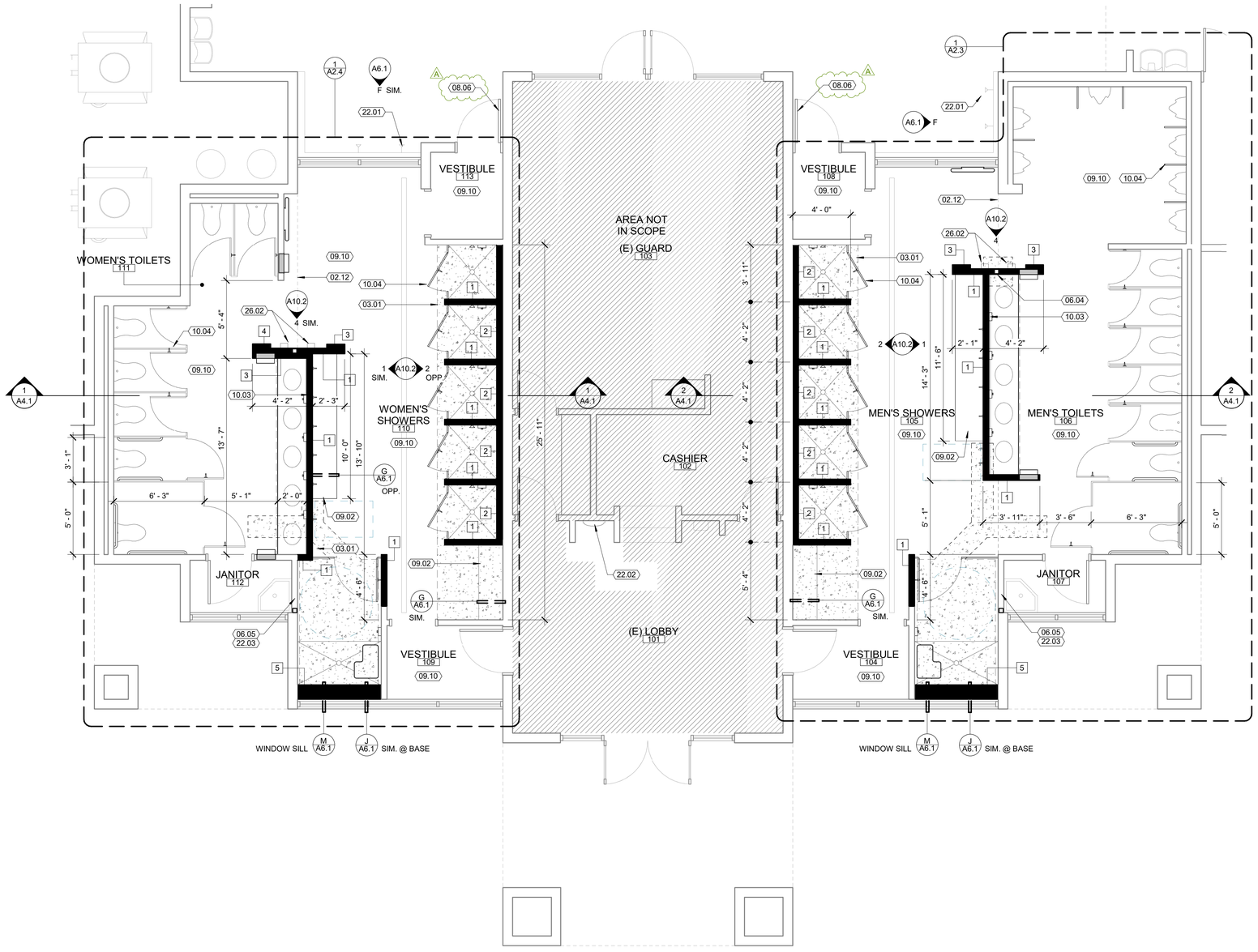

1 REMODEL FLOOR PLAN - SHOWERS AND TOILETS
1/4" = 1'-0" 1/4" = 1'-0"

NO.	CORE	WALLBOARD	EXTENT	DETAILS HEAD	DETAILS SILL
1	2x4 P.T. D.F. STUDS @ 16" O.C.	1/2" CEMENT BD. BOTH SIDES	CORE, INSUL. & WALLBD. TO UNDERSIDE OF CEILING FRAMING	D/A6.1	E/A6.1
2	2x4 P.T. D.F. STUDS @ 16" O.C.	1/2" CEMENT BD. EXPOSED SIDE	CORE & WALLBD. TO UNDERSIDE OF CEILING FRAMING	D/A6.1	E/A6.1
3	2x8 P.T. D.F. STUDS @ 16" O.C.	5/8" GYP. BD. BOTH SIDES	CORE, INSUL. & WALLBD. TO UNDERSIDE OF CEILING FRAMING	D/A6.1	E/A6.1
4	2x12 P.T. D.F. STUDS @ 16" O.C.	5/8" GYP. BD. BOTH SIDES	CORE, INSUL. & WALLBD. TO UNDERSIDE OF CEILING FRAMING	D/A6.1	E/A6.1
5	2x10 P.T. D.F. STUDS @ 16" O.C.	5/8" GYP. BD. EXPOSED SIDE	CORE & WALLBD. TO UNDERSIDE OF WINDOW	-	E/A6.1

NOTES:

1. PROVIDE 6" CURB UNDER WALLS, TYP.
2. PROVIDE MOISTURE RESISTANT GYP. BD.

LEGEND

- EXISTING WALL TO REMAIN
- FRAMED WALL
- ALIGN ADJACENT FINISH SURFACES
- DIMENSION TO FACE OF STRUCTURE
- DIMENSION TO CENTER OF ELEMENT
- DIMENSION TO FACE OF FINISH
- (N) CONC. INFILL - REF. DETAIL C/A6.1

GENERAL NOTES

1. GRID LINES ARE TO FACE OF STUD, U.O.N.

KEYNOTES

02.12 PORTION OF (E) BEAM TO REMAIN
03.01 INSTALL 4" CONC. REINFORCED SLAB w/ DOWELS TO (E) SLAB AND 6" HIGH CURB AT WALL, RECESS SLAB @ SHOWER PANS
06.04 (N) POST PER STRUCTURAL DWGS.
06.05 RE-FRAME PORTION OF WALL AS REQ'D TO ACCOMMODATE (N) BEAM AND COLUMN PER STRUCTURAL DWGS. - FINISHES WITHIN JANITOR ROOM TO REMAIN
08.06 BID ALT. #8: REMOVE AND REPLACE DOOR CLOSER
09.02 INSTALL SOLID SURFACE BENCHTOP ov/ (N) C.M.U. BASE @ +18" A.F.F.
09.10 INSTALL (N) 5/8" GYP. BD. ov/ EXISTING AND NEW FRAMED WALLS U.O.N. - REF. FINISH PLAN ON SHEET A10.1 FOR FINISHES
10.03 INSTALL FULL HT. PLATE GLASS MIRROR ABOVE LAVATORY
10.04 PROVIDE HDPE TOILET PARTITIONS AND SHOWER DOORS, TYP.
22.01 BID ALT. #6 MODIFY EXTERIOR SHOWER CONTROL VALVE TO RELOCATE CONTROL WITHIN ACCESSIBLE RANGE - REF. DETAIL F/A6.1
22.02 BID ALT. #2: REMOVE AND REPLACE DRINKING FOUNTAIN w/ BOTTLE FILLER
22.03 RE-ROUTE VENT / WATER LINES AS REQ'D TO ACCOMODATE (N) BEAM
26.02 INSTALL (N) WALL MTD. HAND / HAIR DRYERS, (3) DRYERS IN MEN'S, (4) DRYERS IN WOMEN'S - REF. INTERIOR ELEVS. & ELEC. DWGS.

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REMODEL PLAN - SHOWERS AND TOILETS

A2.2

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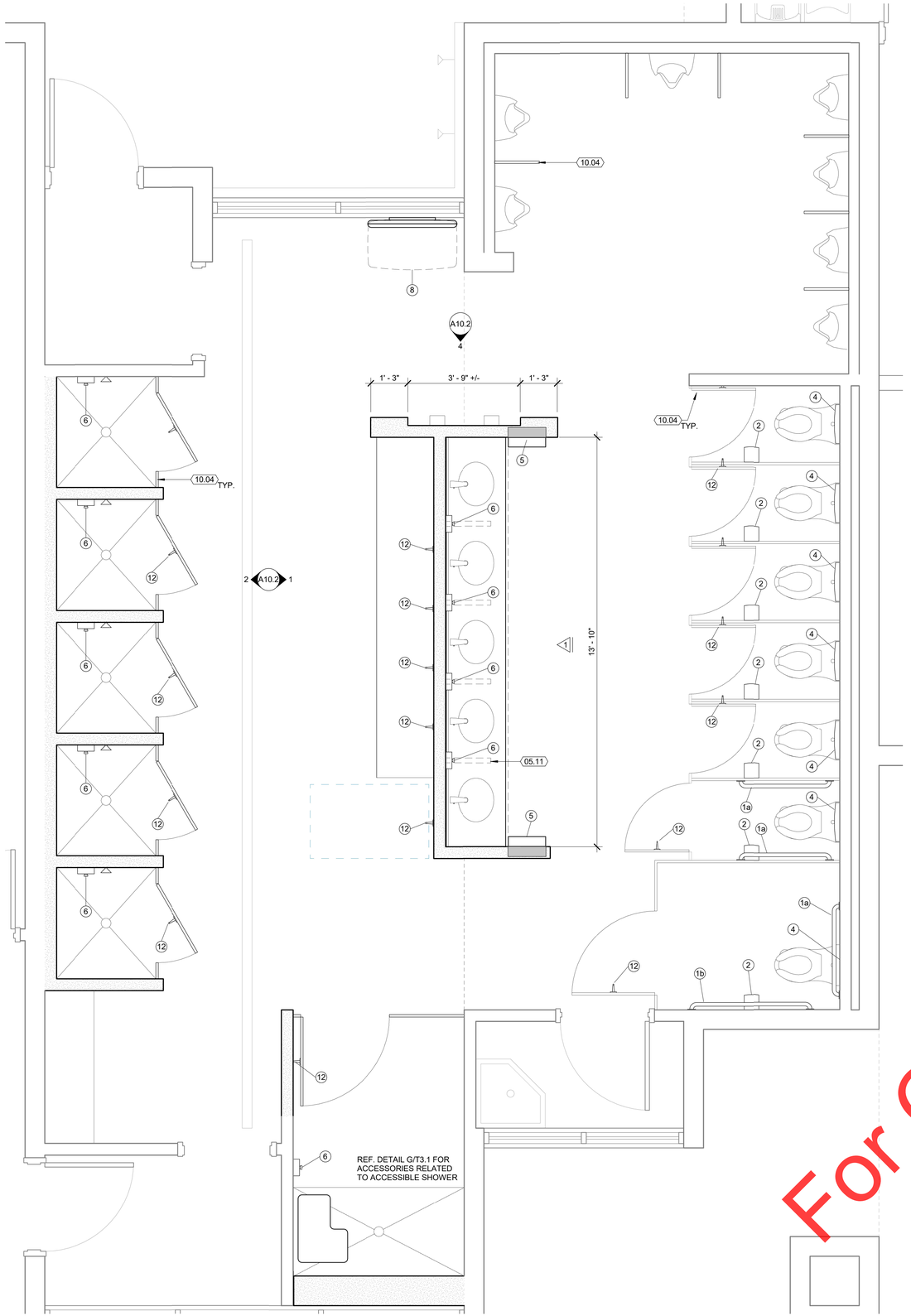

1 ENLARGED MEN'S TOILET ROOM - ACCESSORIES
1/2" = 1'-0" 1/4" = 1'-0"

LEGEND

- DIMENSION TO FACE OF STRUCTURE
- DIMENSION TO CENTER OF STRUCTURE OR ELEMENT
- DIMENSION TO FACE OF FINISH
- (1) RESTROOM ACCESSORY NO. - REF. SCHEDULE
- (1) CABINET ELEVATION - REF. A11.1
- (00.00) NUMBERED NOTE

GENERAL NOTES

1. REFER TO SHEET T3.1 FOR MOUNTING HEIGHTS, CLEARANCES, AND ADDITIONAL REQUIREMENTS FOR ACCESSIBILITY
2. PROVIDE ADEQUATE WALL BLOCKING FOR WALL-MOUNTED ACCESSORIES PER DETAIL A / A6.1
3. PLUMBING FIXTURES SHOWN FOR COORDINATION PURPOSES ONLY. REFER TO PLUMBING DRAWINGS FOR FIXTURE SPECIFICATIONS.

RESTROOM ACCESSORIES

NO.	ITEM	TYPE	MFG.	MODEL
1a	GRAB BAR	SURFACE MOUNTED	BOBRICK	B-6806 x 36
1b	GRAB BAR	SURFACE MOUNTED	BOBRICK	B-6806 x 48
2	TOILET TISSUE DISPENSER - OWNER PROVIDED, CONTRACTOR INSTALLED	SURFACE MOUNTED	PER OWNER	--
3	SANITARY NAPKIN DISPOSAL	SURFACE MOUNTED	BOBRICK	B-270
4	TOILET SEAT COVER DISPENSER - OWNER PROVIDED, CONTRACTOR INSTALLED	SURFACE MOUNTED	PER OWNER	--
5	COMBINATION PAPER TOWEL AND WASTE RECEPTACLE		BOBRICK	B-3944
6	SOAP DISPENSER - OWNER PROVIDED, CONTRACTOR INSTALLED	SURFACE MOUNTED	PER OWNER	--
8	BABY DIAPER CHANGING STATION	SURFACE MOUNTED	KOALA KARE	KB300
12	CLOTHES HOOK	SURFACE MOUNTED	BOBRICK	B-2116

KEYNOTES

05.11 STEEL ANGLE WALL BRACKET TO SUPPORT COUNTERTOP, TYP.
10.04 PROVIDE HDPE TOILET PARTITIONS AND SHOWER DOORS, TYP.

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ENLARGED PLAN - MEN'S

A2.3

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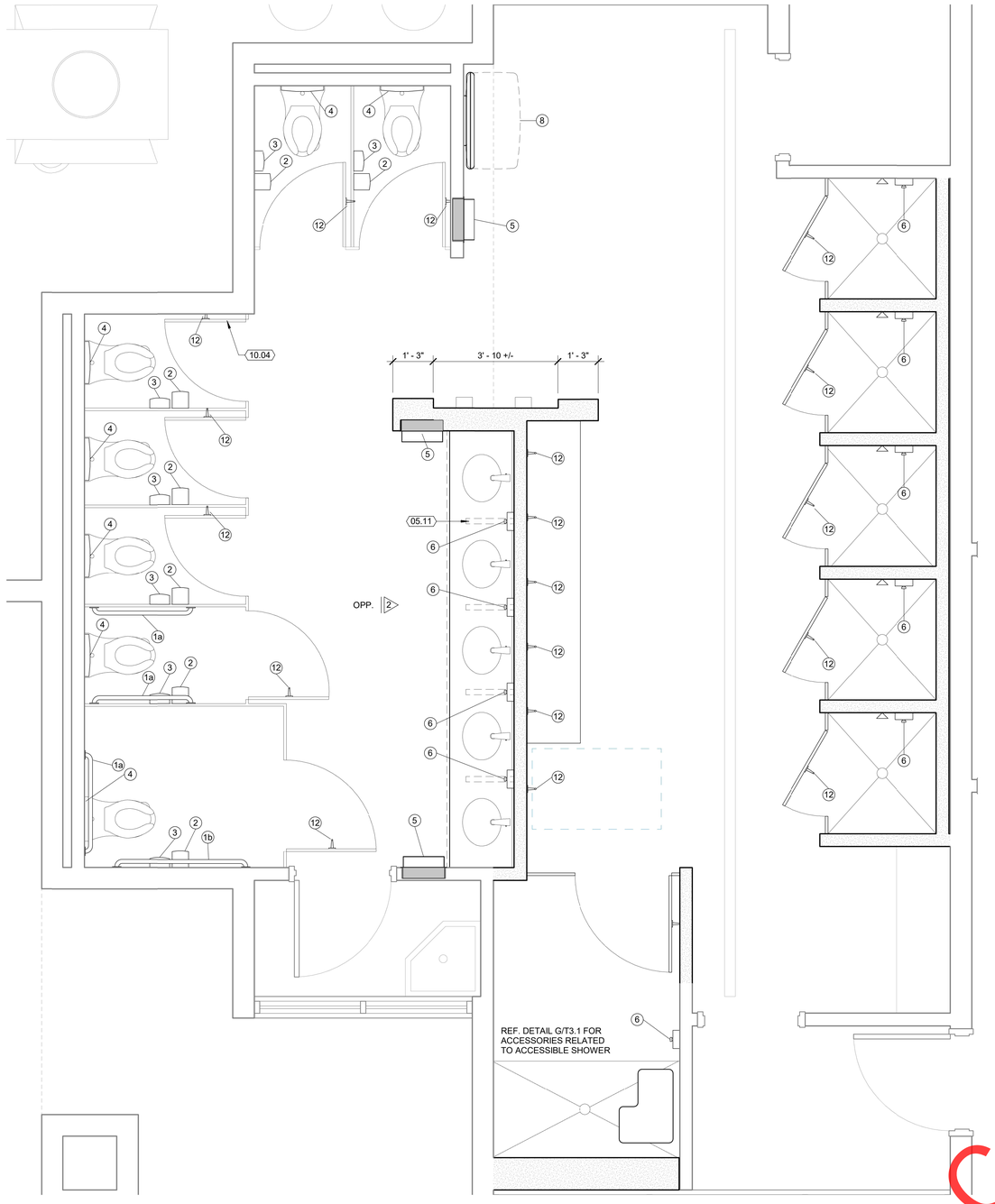

1 ENLARGED WOMEN'S TOILET ROOM ACCESSORIES
1/2" = 1'-0" 1/4" = 1'-0"

LEGEND

- DIMENSION TO FACE OF STRUCTURE
- DIMENSION TO CENTER OF STRUCTURE OR ELEMENT
- DIMENSION TO FACE OF FINISH
- (1) RESTROOM ACCESSORY NO. - REF. SCHEDULE
- (1) CABINET ELEVATION - REF. A11.1
- (00.00) NUMBERED NOTE

GENERAL NOTES

1. REFER TO SHEET T3.1 FOR MOUNTING HEIGHTS, CLEARANCES, AND ADDITIONAL REQUIREMENTS FOR ACCESSIBILITY
2. PROVIDE ADEQUATE WALL BLOCKING FOR WALL-MOUNTED ACCESSORIES PER DETAIL A / A6.1
3. PLUMBING FIXTURES SHOWN FOR COORDINATION PURPOSES ONLY. REFER TO PLUMBING DRAWINGS FOR FIXTURE SPECIFICATIONS.

RESTROOM ACCESSORIES

NO.	ITEM	TYPE	MFG.	MODEL
1a	GRAB BAR	SURFACE MOUNTED	BOBRICK	B-6806 x 36
1b	GRAB BAR	SURFACE MOUNTED	BOBRICK	B-6806 x 48
2	TOILET TISSUE DISPENSER - OWNER PROVIDED, CONTRACTOR INSTALLED	SURFACE MOUNTED	PER OWNER	--
3	SANITARY NAPKIN DISPOSAL	SURFACE MOUNTED	BOBRICK	B-270
4	TOILET SEAT COVER DISPENSER - OWNER PROVIDED, CONTRACTOR INSTALLED	SURFACE MOUNTED	PER OWNER	--
5	COMBINATION PAPER TOWEL AND WASTE RECEPTACLE		BOBRICK	B-3944
6	SOAP DISPENSER - OWNER PROVIDED, CONTRACTOR INSTALLED	SURFACE MOUNTED	PER OWNER	--
8	BABY DIAPER CHANGING STATION	SURFACE MOUNTED	KOALA KARE	KB300
12	CLOTHES HOOK	SURFACE MOUNTED	BOBRICK	B-2116

KEYNOTES

05.11 STEEL ANGLE WALL BRACKET TO SUPPORT COUNTERTOP, TYP.
10.04 PROVIDE HDPE TOILET PARTITIONS AND SHOWER DOORS, TYP.

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LICENSED ARCHITECT
ANTHONY K. MATTHEWS
No. C-16986
REN. 9-30-2
STATE OF CALIFORNIA

PUBLISH HISTORY:

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ENLARGED PLAN - WOMEN'S

A2.4

[redacted]

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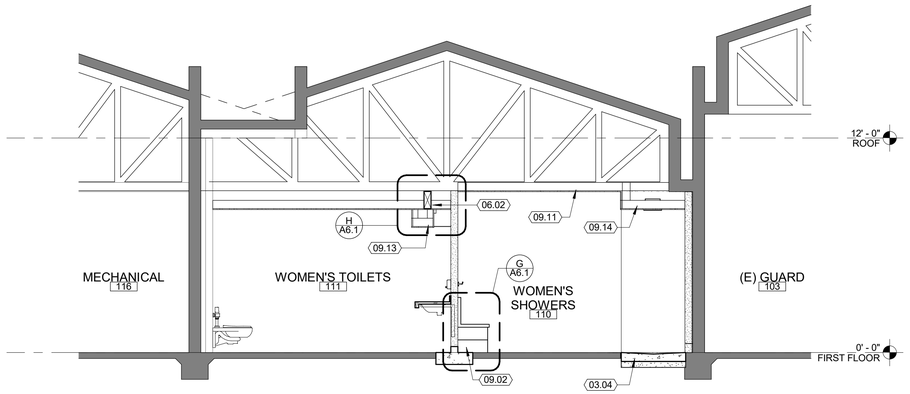
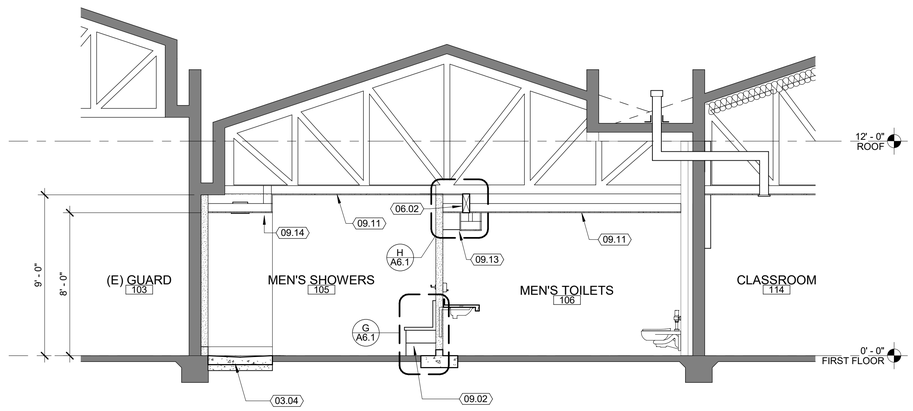
KEYNOTES

03.04 REPLACE CONC. w/ RECESSED SLAB w/ DOWELS TO (E) SLAB ov/ A.B.
06.02 (N) L.V.L. BEAM PER STRUCTURAL DWGS.
09.02 INSTALL SOLID SURFACE BENCHTOP ov/ (N) C.M.U. BASE @ +18" A.F.F.
09.11 (N) 5/8" GYP. BD. ov/ (E) CEILING JOISTS - PAINT
09.13 (N) GYP. BD. SOFFIT w/ LIGHTING - REF. ELEC. DWGS.
09.14 (N) 5/8" GYP. BD. ov (N) CEILING JOISTS, TYP. @ SHOWERS



1 ENLARGED SECTION - WOMEN'S
1/4" = 1'-0"



2 ENLARGED SECTION - MEN'S
1/4" = 1'-0"

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BUILDING SECTIONS

A4.1

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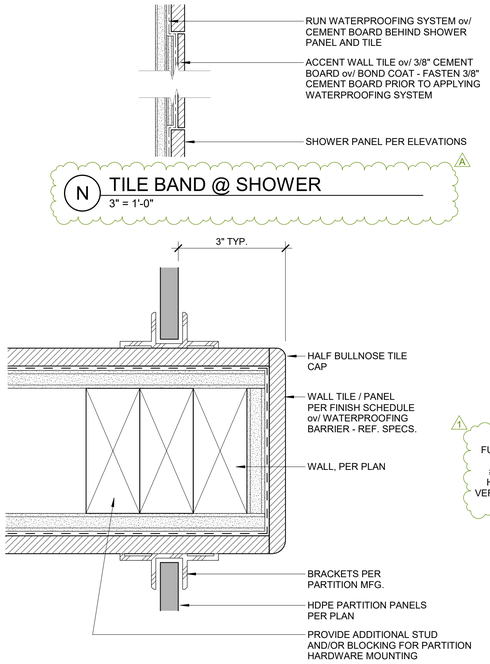
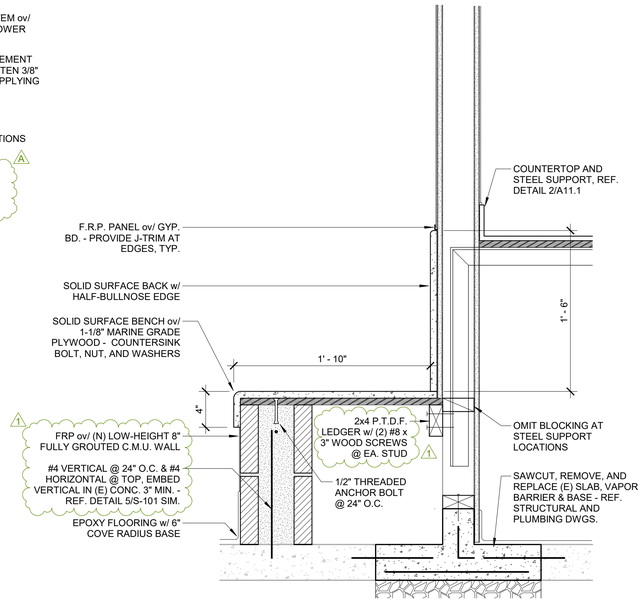
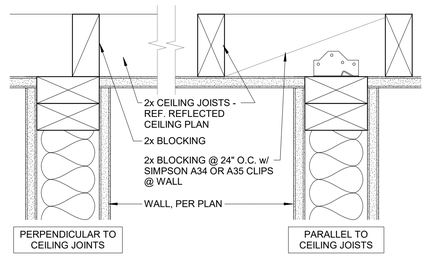


N TILE BAND @ SHOWER
3" = 1'-0"

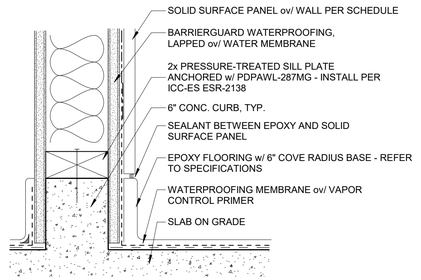
K OUTSIDE CORNER
6" = 1'-0"



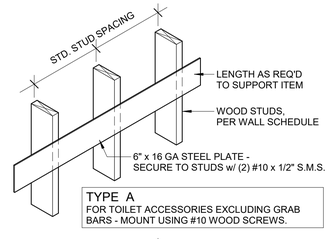
G BENCH ov/ C.M.U. WALL
1 1/2" = 1'-0"



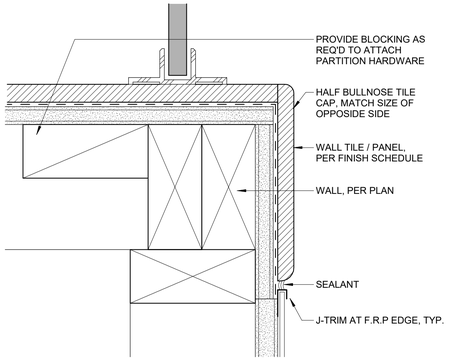
D WALL HEAD @ CEILING FRAMING
3" = 1'-0"



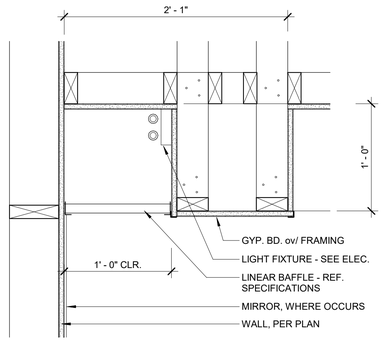
E WALL SILL @ CONC. CURB
3" = 1'-0"



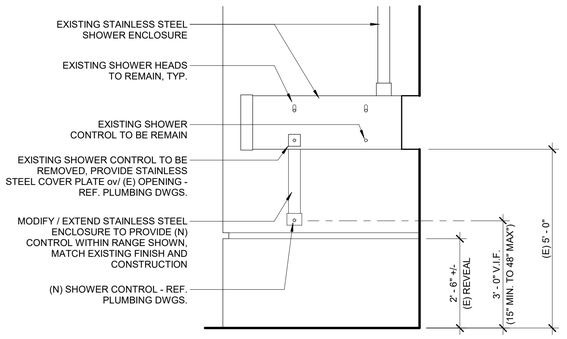
A TYP. BACKING PLATES
3/4" = 1'-0"



L CORNER @ F.R.P.
6" = 1'-0"

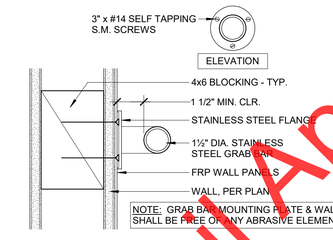


H LIGHT SOFFIT
1 1/2" = 1'-0"

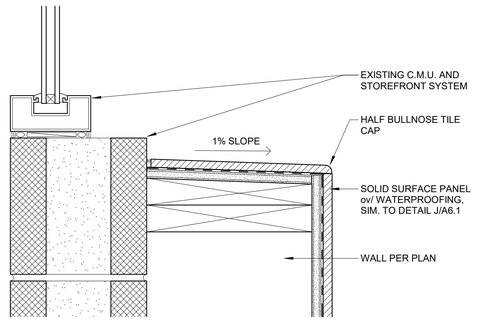


F EXT. SHOWER CONTROL (BID ALT. #6)
1/2" = 1'-0"

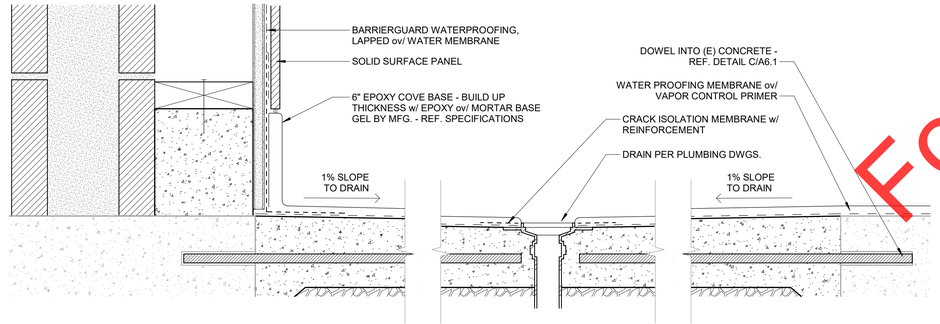
NOTE: PROVIDE SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION



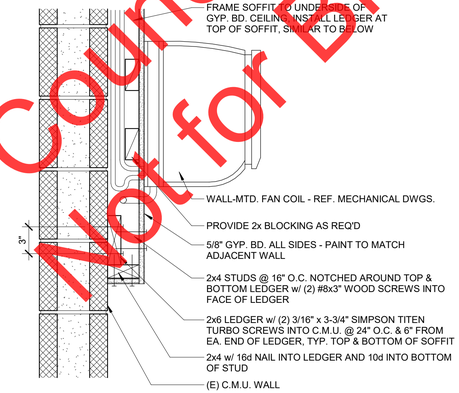
B GRAB BAR ATTACHMENT
3" = 1'-0"



M SOLID SURFACE AT WINDOW SILL
3" = 1'-0"



J FURRED SILL AT FOOTING
3" = 1'-0"



C FRAMED SOFFIT @ FAN COIL
1 1/2" = 1'-0"

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STATE OF CALIFORNIA

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	02.20.26	Initial Submittal
A	04.15.26	Coordination
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DETAILS

A6.1

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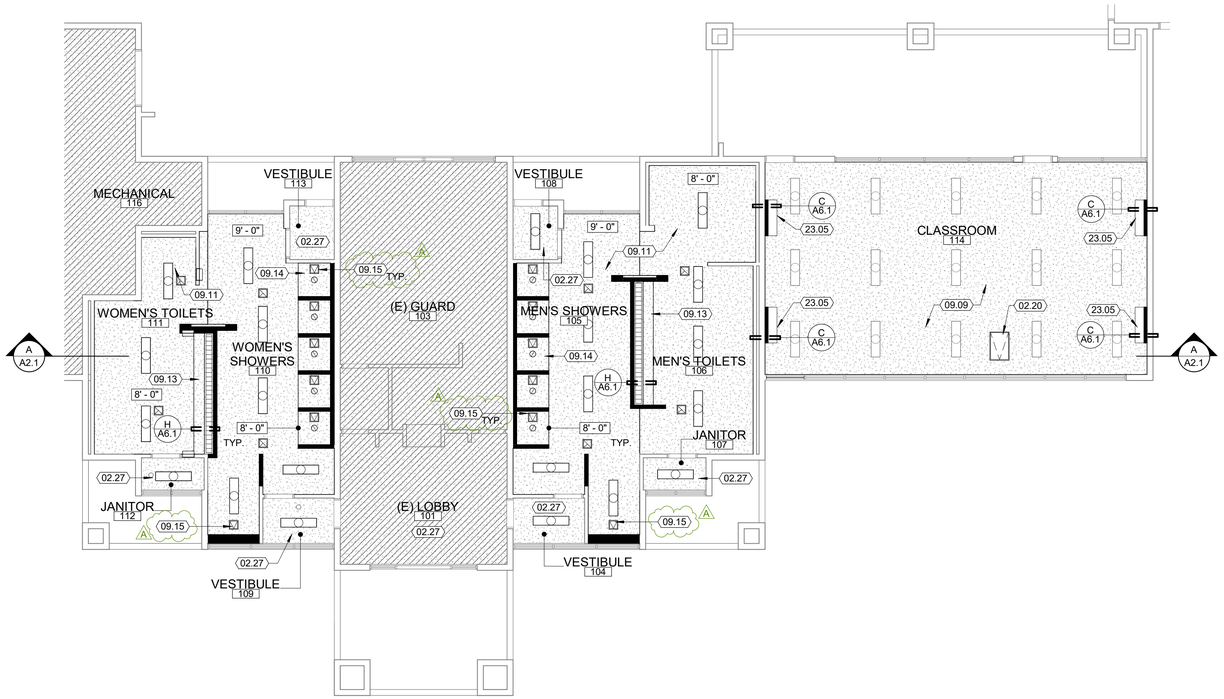

REFLECTED CEILING PLAN

1/8" = 1'-0"

LEGEND

- 5/8" GYP. BD. ov/ (E) FRAMING
- 12' - 0" — CEILING HEIGHT ABOVE FINISH FLOOR LEVEL
- SURFACE-MOUNTED LIGHT FIXTURE - REF. ELECTRICAL DWGS.
- RECESSED LIGHT FIXTURE - REF. ELECTRICAL DWGS.
- RECESSED LIGHT FIXTURE - REF. ELECTRICAL DWGS.
- SUPPLY AIR GRILLE - REF. MECHANICAL DWGS.
- RETURN AIR GRILLE - REF. MECHANICAL DWGS.
- EXHAUST GRILLE - REF. MECHANICAL DWGS.
- ACCESS PANEL - REF. MECHANICAL DWGS.

GENERAL NOTES

1. MECHANICAL GRILLES AND ELECTRICAL FIXTURES SHOWN FOR COORDINATION PURPOSES ONLY. REFER TO MECHANICAL AND ELECTRICAL SHEETS FOR MORE INFORMATION.

KEYNOTES

02.20	(E) ACCESS HATCH - REMOVE AND REPLACE AS REQ'D TO INSTALL (N) INSULATION PER BID. ALT. #3
02.27	GYP. BD. CEILING TO REMAIN
09.09	BID ALT. #3: INSTALL (N) GYP. BD. CEILING AS REQ'D AFTER (N) INSULATION - RE-INSTALL LIGHT FIXTURES AND RE-CONNECT TO (E) CIRCUIT(S)
09.11	(N) 5/8" GYP. BD. ov/ (E) CEILING JOISTS - PAINT
09.13	(N) GYP. BD. SOFFIT w/ LIGHTING - REF. ELEC. DWGS.
09.14	(N) 5/8" GYP. BD. ov (N) CEILING JOISTS, TYP. @ SHOWERS
09.15	BID ALT. #5: INSTALL ACCESS PANEL IN CEILING FOR ANGLE STOPS PER PLUMBING DWGS.
23.05	BID ALT #3: INSTALL FAN COIL PER MECH. DWGS. - PATCH, REPAIR, AND PAINT GYP. BD. CEILING AFTER INSTALLATION

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REFLECTED CEILING PLAN

A9.1

[redacted]

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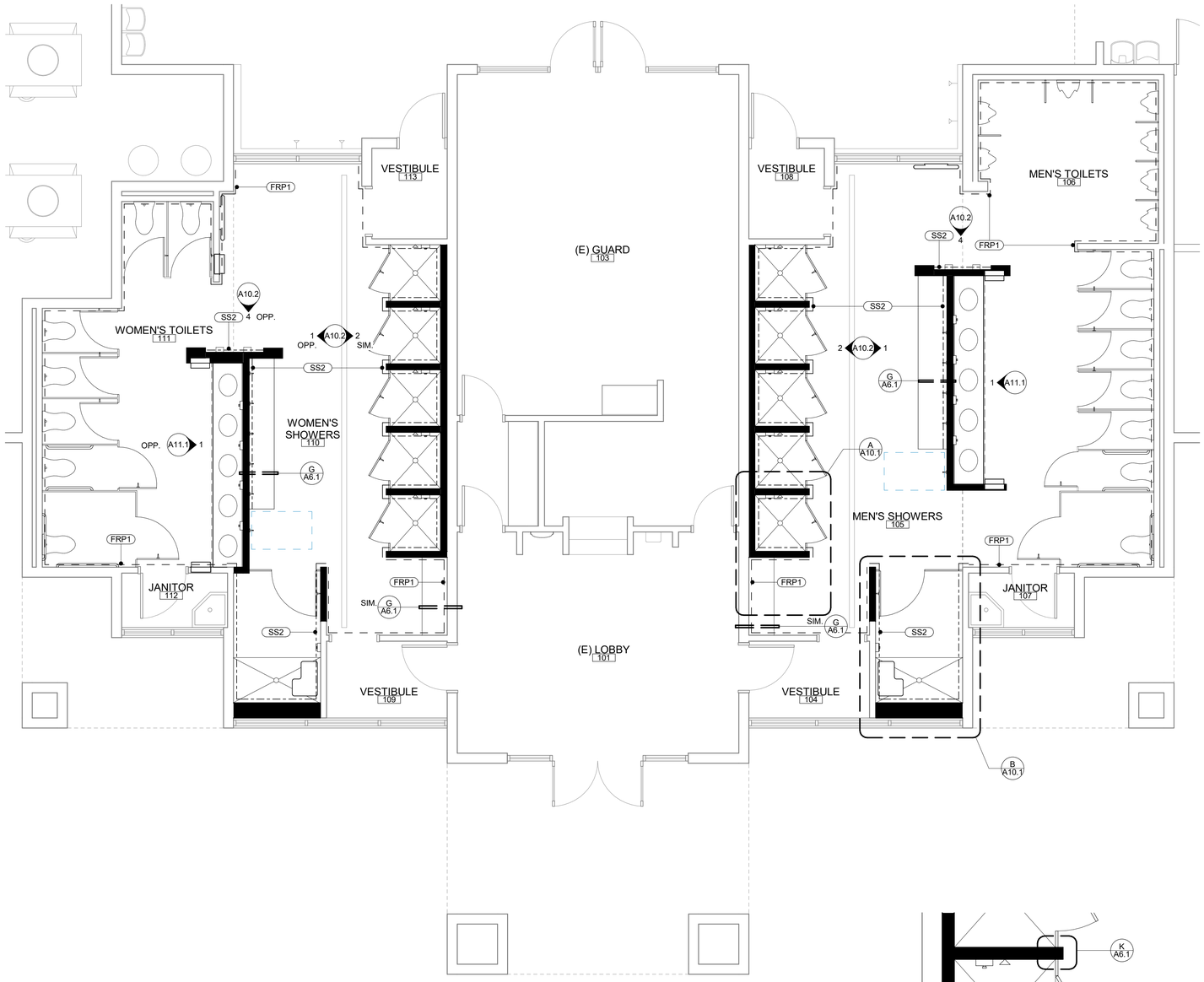
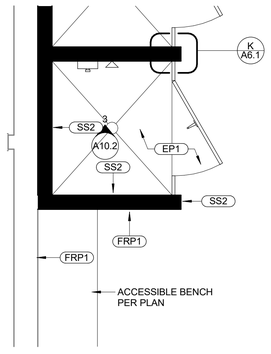


FLOOR FINISHES PLAN

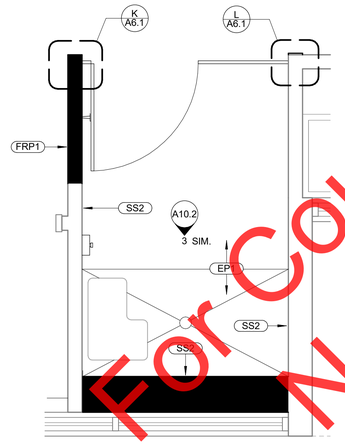
1/4" = 1'-0"



A ENLARGED SHOWER PLAN

1/2" = 1'-0"

TYP. OF (10) SHOWERS



B ENLARGED ACCESSIBLE SHOWER

1/2" = 1'-0"

TYP. OF (2) SHOWERS

ROOM FINISH SCHEDULE

ROOM		FINISHES				
NO.	NAME	FLOOR	BASE	WALL	CEILING	COMMENTS
104	VESTIBULE	EP1	EP1	P1	P1	
105	MEN'S SHOWERS	SEE NOTES	SEE PLAN	SEE ELEVS	P1	SHOWER PANELS TO BE INSTALLED ov/ WATERPROOFING SYSTEM
106	MEN'S TOILETS	EP1	EP1	FRP1	P1	
107	JANITOR	EP1	EP1	FRP1	P1	
108	VESTIBULE	EP1	EP1	P1	P1	
109	VESTIBULE	EP1	EP1	P1	P1	
110	WOMEN'S SHOWERS	SEE PLAN	SEE PLAN	SEE ELEVS	P1	SHOWER PANELS TO BE INSTALLED ov/ WATERPROOFING SYSTEM
111	WOMEN'S TOILETS	EP1	EP1	FRP1	P1	
112	JANITOR	EP1	EP1	FRP1	P1	
113	VESTIBULE	EP1	EP1	P1	P1	
114	CLASSROOM	(E)	(E)	P1	P1	

FINISHES LEGEND

EPOXY FLOOR

EP1 - DEX-O-TEX FLOORING w/ INTEGRAL BASE, COLOR: LAKE LOUIS
SIZE: 1/8" FLAKE - REF. SPECIFICATIONS

PAINT

P1 - DUNN EDWARDS, COLOR WHITE
INTERIOR WALLS AND CEILING

P2 - DUNN EDWARDS, COLOR TO MATCH EXISTING
HOLLOW METAL DOORS AND FRAMES

FIBERGLASS REINFORCED PANEL

FRP1 - VALTO VARIETEX, COLOR: MORNING MIST GRAY 636, TEXTURE: LINEN

NOTE: PROVIDE FULL-HEIGHT. FRP PANELS ov/ FRAMED WALLS, TYP. WITHIN AREA OF WORK, U.O.N.

SOLID SURFACE

SS1 - CORIAN QUARTZ, COLOR: EVEREST
COUNTERTOPS

SS2 - CORIAN PANEL, COLOR: BLUE CARRARA
SHOWER WALL PANELS, BENCH SURFACE, ACCENT ALCOVE
INSTALL PANELS w/ ADHESIVE PER MFG. INSTRUCTIONS (1)
NOTE: PROVIDE DEX-O-TEX WATERPROOFING SYSTEM ov/ CEMENT BD. BEHIND CORIAN PANELS, TYPICAL - REF. SPECIFICATIONS

TILE

T1 - MARAZZI, ARTISTIC REFLECTIONS, COLOR TWIGHLIGHT AE15, SIZE 2" x 10" VERTICAL (1)
ACCENT BAND WITHIN SHOWER PANELS, TYPICAL WHERE SS2 OCCURS
INSTALL SIM. TO TCNA W244

(A) **NOTE: CONFIRM ALL FINISH COLORS AND PATTERNS WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION**

PRODUCT & MATERIAL REQUIREMENTS FOR INDOOR POLLUTANT CONTROL

1. ALL MATERIALS, ADHESIVES, COATINGS, AND SEALANTS SHALL COMPLY WITH V.O.C. LIMITATIONS SET FORTH BY THE LOCAL AIR POLLUTION CONTROL DISTRICT OR CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 11 (CALGREEN BUILDING STANDARDS), WHICHEVER IS MORE RESTRICTIVE.

2. ALL HARDWOOD COMPOSITE WOOD PRODUCTS (PLYWOOD, PARTICLEBOARD, AND MEDIUM DENSITY FIBERBOARD) SHALL MEET THE MAXIMUM FORMALDEHYDE EMISSIONS LIMITATIONS AS SPECIFIED IN ARB'S AIR TOXIC CONTROL MEASURE FOR COMPOSITE WOOD (17 CCR 93120 ET SEQ.) BY THE DATES SPECIFIED IN THOSE SECTIONS.

3. ARCHITECT HAS MADE EVERY REASONABLE ATTEMPT TO CONFIRM THAT PRODUCTS SPECIFIED IN THESE DOCUMENTS COMPLY WITH ABOVE-LISTED REQUIREMENTS. IT IS THE RESPONSIBILITY OF THE SUBCONTRACTOR, VENDOR, AND/OR MANUFACTURER TO NOTIFY THE ARCHITECT THROUGH THE GENERAL CONTRACTOR OF ANY NON-COMPLIANT PRODUCT OR MATERIAL SPECIFIED BY THE ARCHITECT PRIOR TO BID DUE DATE.

4. CONTRACTOR SHALL PROVIDE PRODUCT/MATERIAL COMPLIANCE DOCUMENTATION WITH SUBMITTAL DOCUMENTS AS REQUIRED BY SPECIFICATION SECTION 013323. CONTRACTOR SHALL SUBMIT COMPLIANCE DOCUMENTATION TO THE JURISDICTION HAVING AUTHORITY UPON ACCEPTANCE BY ARCHITECT.

For Council Approval
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WMB Project No. 25-019

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FINISH SCHEDULE AND FINISH PLAN

A10.1

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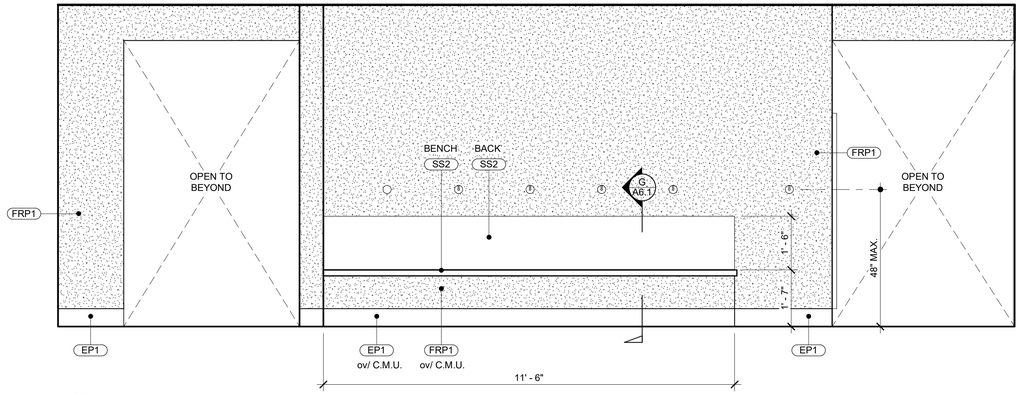
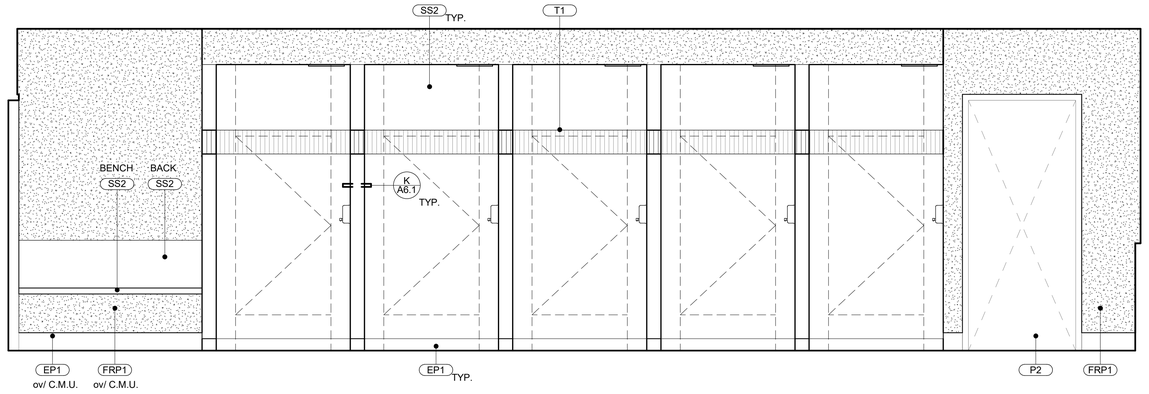
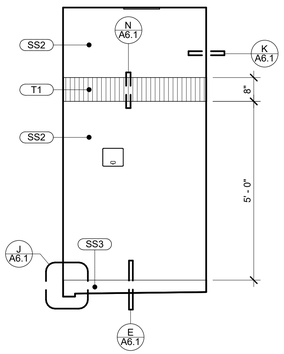


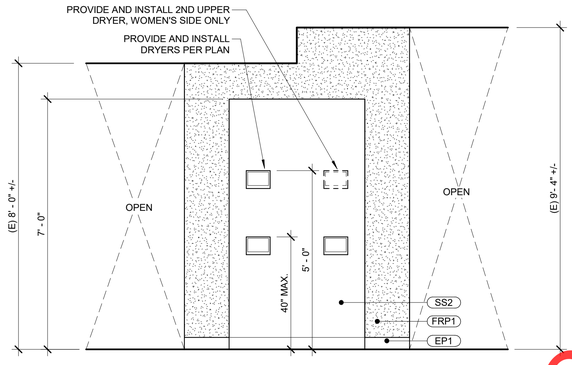
1 INT. ELEVATION
1/2" = 1'-0"



2 INT. ELEV. @ SHOWERS
1/2" = 1'-0"



3 TYPICAL SHOWER ELEVATION
1/2" = 1'-0"



4 ALCOVE ELEVATION
1/2" = 1'-0"

LEGEND

P1	FINISH CODE - REF. LEGEND THIS SHEET
	ALIGN ADJACENT FINISH SURFACES
℄	CENTERLINE DESIGNATION

FINISHES LEGEND

EPOXY FLOOR

EP1 - DEX-O-TEX FLOORING w/ INTEGRAL BASE, COLOR: LAKE LOUIS
SIZE: 1/8" FLAKE - REF. SPECIFICATIONS

PAINT

P1 - DUNN EDWARDS, COLOR WHITE
INTERIOR WALLS AND CEILING

P2 - DUNN EDWARDS, COLOR TO MATCH EXISTING
HOLLOW METAL DOORS AND FRAMES

FIBERGLASS REINFORCED PANEL

FRP1 - VALTO VARIETEX, COLOR: MORNING MIST GRAY 636, TEXTURE: LINEN

NOTE: PROVIDE FULL-HEIGHT. FRP PANELS ov/ FRAMED WALLS, TYP. WITHIN AREA OF WORK, U.O.N.

SOLID SURFACE

SS1 - CORIAN QUARTZ, COLOR: EVEREST
COUNTERTOPS

SS2 - CORIAN PANEL, COLOR: BLUE CARRARA
SHOWER WALL PANELS, BENCH SURFACE, ACCENT ALCOVE
INSTALL PANELS w/ ADHESIVE PER MFG. INSTRUCTIONS

NOTE: PROVIDE DEX-O-TEX WATERPROOFING SYSTEM ov/ CEMENT BD. BEHIND CORIAN PANELS, TYPICAL - REF. SPECIFICATIONS

TILE

T1 - MARAZZI, ARTISTIC REFLECTIONS, COLOR TWIGHLIGHT AE15, SIZE 2" x 10" VERTICAL
ACCENT BAND WITHIN SHOWER PANELS, TYPICAL WHERE SS2 OCCURS
INSTALL SIM. TO TCNA W244

NOTE: CONFIRM ALL FINISH COLORS AND PATTERNS WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION

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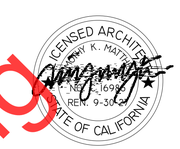

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A	04.15.26	Coordination
1	04.27.26	Plan Check Response

ENLARGED FINISH PLANS, ELEVATIONS, AND DETAILS

A10.2

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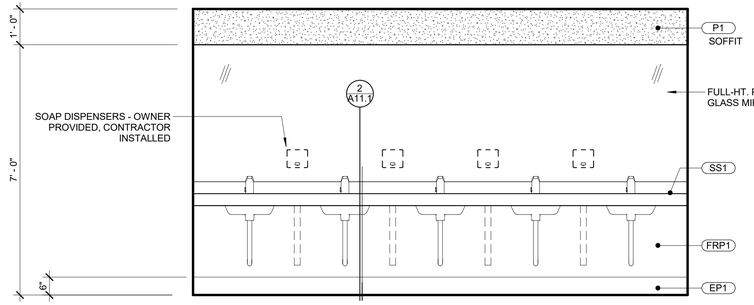
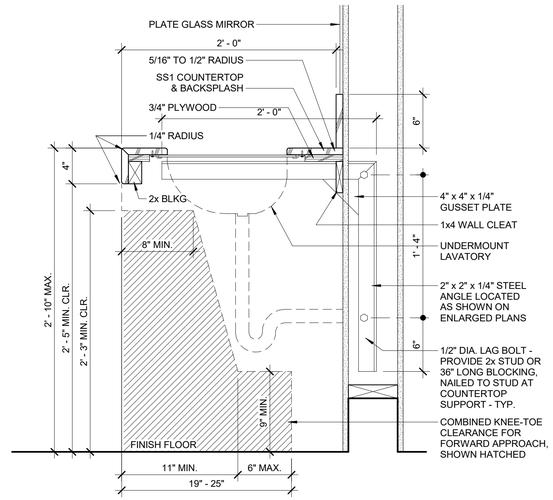


1 TYP. COUNTERTOP
1/2" = 1'-0"



2 LAV. COUNTER AND SUPPORT
1 1/2" = 1'-0"

LEGEND

P1	FINISH CODE - REF. LEGEND THIS SHEET
	ALIGN ADJACENT FINISH SURFACES
℄	CENTERLINE DESIGNATION

FINISHES LEGEND

EPOXY FLOOR

EP1 - DEX-O-TEX FLOORING w/ INTEGRAL BASE, COLOR: LAKE LOUIS
SIZE: 1/8" FLAKE - REF. SPECIFICATIONS

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CASEWORK ELEVATIONS

A11.1

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STRUCTURAL ABBREVIATIONS

@	AT
∠	ANGLE
AB	ANCHOR BOLTS
ABV	ABOVE
AC	ASPHALTIC CONCRETE
ACI	AMERICAN CONCRETE INSTITUTE
ADDNL	ADDITIONAL
AFF	ABOVE FINISH FLOOR
AGG	AGGREGATE
AISC	AMERICAN INSTITUTE FOR STEEL CONSTRUCTION
AISI	AMERICAN IRON AND STEEL INSTITUTE
ALT	ALTERNATE
ALUM	ALUMINUM
APA	THE ENGINEERED WOOD ASSOCIATION
APPROX	APPROXIMATE
ARCH	ARCHITECT/ ARCHITECTURAL
ASTM	AMERICAN SOCIETY FOR TESTING & MATERIALS
ASD	ALTERNATE STRESS DESIGN
AWS	AMERICAN WELDING SOCIETY
BEV	BEVELED
BLW	BELOW
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BN	BOUNDARY NAILING
BC	BOTTOM CHORD
BOC	BOTTOM OF CONCRETE
BOF	BOTTOM OF FOOTING/ FOUNDATION
BOTT	BOTTOM
BRCG	BRACING
BRG	BEARING
BRG PL	BEARING PLATE
BRKT	BRACKET
BTWN	BETWEEN
BYD	BEYOND
C	CAMBER
CBC	CALIFORNIA BUILDING CODE
CC	CENTER TO CENTER
CE	CIVIL ENGINEER
CG	CENTER OF GRAVITY
CIP	CAST IN PLACE
CJ	CONSTRUCTION JOINT/ CONTROL JOINT
CLG	CEILING
℄	CENTER LINE
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONN	CONNECTION
CONT	CONTINUOUS
CRSI	CONCRETE REINFORCING STEEL INSTITUTE
CP	COMPLETE PENETRATION
CTR	CENTER
CTRD	CENTERED
DBL	DOUBLE
DEPR	DEPRESSED
DF	DOUGLAS FIR
DIA (Ø)	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIR	DIRECTION
DL	DEAD LOAD
DN	DOWN
DSA	DIVISION OF THE STATE ARCHITECT
DTL	DETAIL
DWG	DRAWING
(E)	EXISTING CONDITION
EA	EACH
EF	EACH FACE
EJ	EXPANSION JOINT
ELEV	ELEVATION
EN	EDGE NAIL
EOS	EDGE OF SLAB
EOR	ENGINEER OF RECORD
EQ (=)	EQUAL
ES	EACH SIDE
EW	EACH WAY
EW EF	EACH WAY EACH FACE
EB	EXPANSION BOLT
EXTR	EXTERIOR
FAB	FABRICATE
f'c	MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF CONCRETE
FD	FLOOR DRAIN
FF	FINISH FLOOR
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE
FHWS	FLAT HEAD WOOD SCREW
FLG	FLANGE
FLR	FLOOR
f'm	MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF MASONRY
FN	FIELD NAILING
FND	FOUNDATION
FOC	FACE OF CONCRETE
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FRMG	FRAMING
FT (')	FOOT/FEET
FTG	FOOTING
Fy	SPECIFIED YIELD STRENGTH OF REIFORCING, PSI OR SPECIFIED MINIMUM YIELD STRESS OF STEEL, KSI
GA	GAUGE
GALV	GALVANIZED
GL	GLUE LAMINATED LUMBER
GRD	GRADE
GT	GROUT
GWB	GYPSUM WALL BOARD
HC	HANDICAP
HD	HOLD DOWN
HDG	HOT DIPPED GALVANIZED
HDR	HEADER
HK	HOOK
HORIZ	HORIZONTAL
HT	HEIGHT
HSB	HIGH STRENGTH BOLT (A325)
HSS	HOLLOW STRUCTURAL SECTION
IBC	INTERNATIONAL BUILDING CODE
ICBO	INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS
ICC	INTERNATIONAL CODE COUNCIL
ID	INSIDE DIAMETER
IN (")	INCH
INTR	INTERIOR
INFO	INFORMATION
JST	JOIST
JT	JOINT
LG	LONG
LGTH	LENGTH
LL	LIVE LOAD
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LONG	LONGITUDINAL
LRFD	LOAD AND RESISTANCE FACTOR DESIGN
LS	LAG SCREW
LSL	LAMINATED STRAND VENEER
LVL	LAMINATED VENEER LUMBER
LW	LIGHT WEIGHT
LWC	LIGHT WEIGHT CONCRETE
MAS	MASONRY
MAX	MAXIMUM
MB	MACHINE BOLT
MCJ	MASONRY CONTROL JOINT
MECH	MECHANICAL
MEZZ	MEZZANINE
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MLB	MICROLAM BEAM
MRD	METAL ROOF DECK
MTL	METAL
(N)	NEW CONDITION
NF	NEAR FACE
NHR	NO HOLDOWN REQUIRED
NIC	NOT IN CONTRACT
NO (#)	NUMBER OR POUNDS
NOM	NOMINAL
NSG	NON SHRINK GROUT
NTS	NOT TO SCALE
NWC	NORMAL WEIGHT CONCRETE
O/	OVER
OC	ON CENTER
OD	OUTSIDE DIAMETER
OH	OPPOSITE HAND
OPG	OPENING
OSB	ORIENTED STRAND BOARD
OWJ	OPEN WEB JOIST
PC	PIECE/ PILE CAP
PCC	PRECAST CONCRETE
PERP	PERPENDICULAR
ℙ	PLATE
PLWD	PLYWOOD
PLF	POUNDS PER LINEAR FOOT
PN	PERIMETER NAILING
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSL	PARALLAM STRAND LUMBER
PT	PRESSURE TREATED/ POINT
PTDF	PRESSURE TREATED DOUG FIR
R	RADIUS
REINF	REINFORCING
REQ	REQUIRED
RET	RETURN
RETG	RETAINING
RS	ROUGH SAWN
SAD	SEE ARCHITECTURAL DRWG'S.
SC	SLIP CRITICAL
SCHED	SCHEDULE
SCL	STRUCTURAL COMPOSITE LUMBER
SE	STRUCTURAL ENGINEER
SEIS JT	SEISMIC JOINT
SHTG	SHEATHING
SIM	SIMILAR
SJ	SHRINKAGE JOINT
SLH	SHORT LEG HORIZONTAL
SLV	SHORT LEG VERTICAL
SM	SHEET METAL
SMS	SHEET METAL SCREWS
SOG	SLAB ON GRADE
SP	STRUCTURAL PLYWOOD
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STAG	STAGGER
STD	STANDARD
STIFF	STIFFENER
STL	STEEL
STRUC	STRUCTURAL
SYM	SYMMETRICAL
SW	SHEARWALL
T24	TITLE 24 CALIFORNIA CODE
THK	THICK/THICKNESS
THRD	THREAD OR THREADED
TN	TOE NAIL
T&B	TOP AND BOTTOM
TC	TOP CHORD
TOC	TOP OF CONCRETE
TOF	TOP OF FOOTING/ FRAMING
TOS	TOP OF STEEL
T.O.SLAB	TOP OF SLAB
TOT	TOTAL
TOW	TOP OF WALL
TRAN	TRANSVERSE
TS	TUBE STEEL (SEE HSS)
TYP	TYPICAL
UBC	UNIFORM BUILDING CODE
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
VIF	VERIFY IN FIELD
W/	WITH
WF	WIDE FLANGE
WP	WORK POINT
WS	WOOD SCREW
WT	WEIGHT
WWF	WELDED WIRE FABRIC

CONCRETE:

1. CONCRETE CONSTRUCTION SHALL CONFORM TO TITLE 24, AND THE CODE, PER GENERAL NOTES.
2. CONCRETE SHALL BE PLACED IN ACCORDANCE WITH ASTM C94 AND ACI STANDARD 304. IN ADDITION, MAXIMUM FREE FALL OF CONCRETE SHALL BE 4'-0".
3. ALL CONCRETE SHALL BE THOROUGHLY CONSOLIDATED BY SUITABLE MEANS DURING PLACEMENT AND SHALL BE THOROUGHLY WORKED AROUND REINFORCEMENT AND EMBEDDED FIXTURES AND INTO CORNERS OF FORMS.
4. THE MINIMUM 28 DAY STRENGTH SHALL BE PER MIX DESIGN SCHEDULE.
5. CEMENT SHALL CONFORM TO ASTM C150, TYPE I OR II.
6. FLY ASH SHALL CONFORM TO ASTM 618, CLASS N OR F.
7. CONCRETE AGGREGATES: NATURAL SAND AND ROCK AGGREGATES SHALL CONFORM TO ASTM C33.
8. MINERAL ADMIXTURES SHALL COMPLY WITH ASTM C618.
9. LIQUID ADMIXTURES SHALL COMPLY WITH THE FOLLOWING:
   A. WATER REDUCERS . . . . . ASTM C494 TYPE A
   B. MID-RANGE WATER REDUCERS . . . . . ASTM C494 TYPE A & F
   C. NON-CHLORIDE ACCELERATORS . . . . . ASTM C494 TYPE C OR C & E
   D. RETARDING ADMIXTURES . . . . . ASTM C494 TYPE B OR B & D
10. GENERAL:
    A. NO PIPES OR DUCT SHALL BE PLACED IN CONCRETE SLABS OR WALLS UNLESS SPECIFICALLY DETAILED.
    B. REFER TO ARCHITECTURAL, STRUCTURAL, AND MECHANICAL DRAWINGS FOR ALL MOULDS, GROOVES, ORNAMENTS, CLIPS, ETC. TO BE CAST IN CONCRETE.
11. ALL CONSTRUCTION JOINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACI 318-19 SECTION 26.5.6 AND THE TYPICAL CONSTRUCTION JOINT DETAILS SHOWN ON THE STRUCTURAL DRAWINGS. ALL SURFACES OF CONSTRUCTION JOINTS SHALL BE CLEANED TO REMOVE DUST, CHIPS, OR OTHER FOREIGN MATTER PRIOR TO PLACING THE ADJACENT CONCRETE. THE CONTRACTOR SHALL SUBMIT THE PROPOSED LOCATIONS OF CONSTRUCTION JOINTS TO THE ENGINEER FOR REVIEW BY THE STRUCTURAL ENGINEER BEFORE STARTING CONSTRUCTION.
12. MAXIMUM SPACING OF CONSTRUCTION OR CONTROL JOINTS FOR A REINFORCED SLAB ON GRADE SHALL BE 20 FEET.
13. REMOVE ALL DEBRIS AND EXCESS WATER FROM THE FORMS BEFORE PLACING ANY CONCRETE.
14. REINFORCING, DOWELS, BOLTS, ANCHORS, SLEEVES, ETC. TO BE EMBEDDED IN CONCRETE SHALL BE SECURELY POSITIONED AND FREE OF EXCESSIVE SCALE, RUST, DIRT, GREASE, OIL OR ANY OTHER SUBSTANCES THAT WILL IMPAIR BOND WITH CONCRETE. OBTAIN APPROVAL OF ALL AFFECTED TRADES PRIOR TO PLACING CONCRETE.
15. WALLS SHALL BE PLACED IN HORIZONTAL LAYERS OF 2'-0" MAXIMUM DEPTH.
16. CONCRETE IN WALLS, PIERS OR COLUMNS SHALL SET AT LEAST 2 HOURS BEFORE PLACING CONCRETE IN BEAMS, SPANDRELS OR SLABS SUPPORTED THEREON.
17. NO WOOD SPREADERS ALLOWED. NO WOOD STAKES ALLOWED IN AREAS TO BE CONCRETED.
18. CONTRACTOR SHALL PREPARE AND SUBMIT CONCRETE MIX DESIGNS TO THE ARCHITECT/ ENGINEER OF RECORD FOR REVIEW PRIOR TO PLACEMENT OF ANY CONCRETE. CONCRETE MIX DESIGNS SHALL COMPLY WITH ACI 318-19 SECTION CHAPTER 5. CALCIUM CHLORIDE OR ADMIXTURES WHICH ADD CHLORIDES ARE NOT PERMITTED.
19. NOTIFY THE ENGINEER OF RECORD & TESTING LABORATORY (AND BUILDING OFFICIAL WHEN REQUIRED) 2 BUSINESS DAYS PRIOR TO PLACING CONCRETE.
20. CAST-IN-PLACE CONCRETE (NON-PRESTRESSED). THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT:
    A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH . . . . . 3"
    B. CONCRETE EXPOSED TO EARTH OR WEATHER:
       NO. 6 THROUGH NO. 18 BAR . . . . . 2"
       NO. 5 BAR, W31 OR D31 WIRE, AND SMALLER . . . . . 1 1/2"
    C. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
       SLABS, WALLS, JOISTS:
       NO. 14 AND NO. 18 BAR . . . . . 1 1/2"
       NO. 11 BAR AND SMALLER . . . . . 3/4"
       BEAMS, COLUMNS:
       PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS . . . . . 1 1/2"
    D. CONCRETE TILT-UP PANELS CAST AGAINST A RIGID HORIZONTAL SURFACE, SUCH AS A CONCRETE SLAB, EXPOSED TO THE WEATHER:
       NO. 8 AND SMALLER . . . . . 1"
       NO. 9 THROUGH NO. 18 . . . . . 2"
21. REINFORCING BARS, SPLICES & DOWELS:
    A. ALL BARS SHALL HAVE A CLASS B MINIMUM SPLICE LAP, UNO. SEE REBAR LAP SCHEDULE.
    B. SPLICES IN ADJACENT BARS SHALL BE NOT LESS THAN 5'-0" APART.
    C. DOWEL ALL VERTICAL REINFORCING IN WALLS AND COLUMNS FROM FOUNDATION WITH THE SAME SIZE REINFORCING.
    D. SPLICE CONTINUOUS BARS IN SPANDRELS, GRADE BEAMS, WALL BEAMS, ETC. AS FOLLOWS: TOP BARS AT MIDSPAN, BOTTOM BARS AT CENTERLINE SUPPORT UNO.
22. HORIZONTAL WALL REINFORCING IN DOUBLE LAYER WALLS SHALL BE STAGGERED. USE #2 SPREADERS APPROXIMATELY EVERY THIRD INTERSECTION EACH DIRECTION FOR ALL DOUBLE LAYER WALLS.
23. MINIMUM WALL REINFORCING SHALL BE:

WALL THICKNESS	SINGLE LAYER	DOUBLE LAYER
7" OR LESS	#4 @ 12" OC EA WAY	-
8"	#4 @ 10" OC EA WAY	-
9" & 10"		#4 @ 16" OC EA WAY
11" & 12"		#4 @ 12" OC EA WAY

24. REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND INSTALLED IN ACCORDANCE WITH ACI 315.
25. FOR REINFORCING STEEL REQUIREMENTS REFER TO REINFORCING STEEL NOTES.
26. FINAL PRODUCT AS INDICATED ON DRAWINGS SHALL COMPLY WITH THE FOLLOWING:
    A. ALL CONCRETE SHALL HAVE A "CLASS B" FINISH PER ACI 347 WITH GRADUAL IRREGULARITIES LIMITED TO 1/4" IN 10'-0" AS MEASURED WITH A STRAIGHT EDGE.
    B. SURFACE IRREGULARITIES ATTRIBUTABLE TO PLACEMENT AND CONSOLIDATION DEFICIENCIES AS DEFINED IN ACE 309.2R (E.G., BUG HOLES, HONEYCOMB, ETC.) WILL BE REVIEWED BY THE ARCHITECT AND ENGINEER. UNSATISFACTORY WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
    C. GRADUAL SURFACE IRREGULARITIES SHALL NOT BE CUMULATIVE.

MIX DESIGN SCHEDULE:

TYPE	USE CLASS	STRENGTH "f'c" MIN @ 28 DAYS (PSI)	CONCRETE UNIT WEIGHT (PCF)	MAX AGGREGATE SIZE (IN)	MAX[5] SLUMP (IN)	MAX WATER TO CEMENT RATIO (%)	FLY ASH REPLACEMENT (%)
A	SLAB ON GRADE	2,500	145	1"± 1/4"	5"±1"	0.50	25% MAX
B	FOUNDATIONS	2,500	145	1"± 1/4"	5"±1"	0.45	25% MAX
C	PIT WALLS	4,000	145	3/4"± 1/4"	4"±1"	0.45	0% MIN TO 25% MAX
D	SLAB OVER METAL DECK	-	-	-	-	-	0
E	SITE	2,500	145	1"± 1/4"	6"±1"	0.57	0% MIN TO 25% MAX
F	-	-	-	-	-	-	-

FOOTNOTES:
1. ADD WATER REDUCING ADMIXTURES PER SPECIFICATIONS FOR PLACING.
2. FOR HOT WEATHER CONCRETING REFER TO ACI 305R.
3. FOR COLD WEATHER CONCRETING REFER TO ACI 306R.
4. OTHER ADMIXTURES SHALL BE REVIEWED BY THE ENGINEER OF RECORD AND TESTING LABORATORY UPON CONCRETE MIX DESIGN SUBMITTAL.
5. SLUMPS SHALL NOT EXCEED 8" +/- 1 1/2" WHEN USING MID-RANGE WATER REDUCERS.
6. ADDITIONAL WATER SHALL NOT BE ADDED TO THE CONCRETE ONCE THE TRUCK LEAVES THE BATCH PLANT.

SHOP DRAWINGS:

PRIOR TO FABRICATION, SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW BY THE STRUCTURAL ENGINEER:

1. THE CONTRACTOR AGREES THAT SHOP DRAWING SUBMITTALS PROCESSED BY THE ENGINEER ARE NOT CHANGE ORDERS.
2. THE CONTRACTOR AGREES THAT THE PURPOSE OF SHOP DRAWING SUBMITTALS IS TO DEMONSTRATE TO THE ENGINEER THAT THE CONTRACTOR UNDERSTANDS THE DESIGN INTENT OF THE PROJECT AND COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS BY INDICATING WHICH MATERIAL THE CONTRACTOR INTENDS TO FURNISH AND INSTALL AND BY DETAILING THE FABRICATION AND INSTALLATION METHODS THE CONTRACTOR INTENDS TO USE.
3. THE CONTRACTOR IS RESPONSIBLE FOR DIMENSIONS ON THE SHOP DRAWINGS, WHICH MUST BE CONFIRMED AND CORRELATED AT THE JOB SITE, FOR COORDINATION OF HIS OR HER WORK WITH THAT OF ALL OTHER TRADES AND FOR PERFORMING WORK IN A SAFE AND SATISFACTORY MANNER.
4. THE CONTRACTOR IS RESPONSIBLE FOR MATERIAL QUANTITIES ON THE SHOP DRAWINGS.
5. CONTRACTOR IS TO REVIEW AND BE IN AGREEMENT WITH COMMENTS BY THE STRUCTURAL ENGINEER PRIOR TO PROCEEDING WITH FABRICATION.
6. THE SHOP DRAWINGS SHALL BE PREPARED FROM FRESH WORK. REPRODUCTIONS OF THE APPROVED DRAWINGS IS NOT PERMITTED.
7. PRIOR TO SUBMISSION THE CONTRACTOR SHALL REVIEW ALL SUBMITTALS FOR CONFORMANCE WITH THE CONTRACT DOCUMENTS AND SHALL STAMP SUBMITTALS AS BEING "REVIEWED FOR CONFORMANCE".
8. ANY DETAIL ON THE SHOP DRAWING THAT DEVIATES FROM THE CONTRACT DOCUMENTS SHALL BE CLEARLY MARKED WITH THE NOTE "THIS IS A CHANGE". SEE GENERAL NOTES FOR MATERIAL SUBSTITUTIONS.
9. SHOP DRAWINGS OR CALCULATIONS SUBMITTED FOR REVIEW THAT REQUIRE MORE THAN ONE RESUBMITTAL FOR REVIEW SHALL BE BILLED HOURLY FOR SUCH TIME TO THE GENERAL CONTRACTOR. THE THIRD REVIEW WILL NOT PROCEED WITHOUT WRITTEN APPROVAL FROM THE GENERAL CONTRACTOR FOR ADDITIONAL ENGINEERING REVIEW SERVICES.
10. CAD FILES OF APPROVED DRAWINGS WILL NOT BE PROVIDED TO THE CONTRACTOR, SUBCONTRACTOR OR FABRICATOR FOR THE PREPARATION OF SHOP DRAWINGS.

REINFORCING STEEL:

1. REINFORCING SHALL CONFORM TO ASTM A615 - GRADE 60 UNO.
2. NO REINFORCING BARS ARE TO BE WELDED UNLESS SPECIFICALLY DETAILED IN CONTRACT DOCUMENTS. ALL BARS SO DETAILED TO BE WELDED SHALL BE ASTM A706 BARS.
3. ALL REBAR TO BE WELDED SHALL BE CONTINUOUSLY INSPECTED BY A QUALIFIED TESTING LABORATORY. CONTRACTOR MUST FURNISH TO THE LABORATORY MILL CERTIFICATES SHOWING CHEMICAL ANALYSIS. ALL PREHEATING AND WELDING SHALL BE DONE BY WELDERS CERTIFIED TO WELD REINFORCING BARS IN ACCORDANCE WITH AWS D1.4 STANDARDS (LATEST EDITION).
4. E80xx ELECTRODE SHALL BE USED FOR ALL REBAR WELDING.
5. TACK WELDING TO REBAR IS STRICTLY PROHIBITED.
6. WIRE FABRIC SHALL CONFORM TO ASTM A185. WELDED WIRE FABRIC SHALL BE LAP SPLICED TWO SQUARES MIN EACH DIRECTION.
7. REINFORCING, DOWELS, BOLTS, ANCHORS, SLEEVES, ETC. TO BE EMBEDDED IN CONCRETE SHALL BE SECURELY POSITIONED BEFORE PLACING CONCRETE OR GROUTING MASONRY. OBTAIN APPROVAL OF ALL AFFECTED TRADES PRIOR TO PLACING CONCRETE OR GROUTING MASONRY.
8. DRILL THROUGH STEEL COLUMNS AND BEAMS TO PASS CONTINUOUS REINFORCING (1"Ø MAX) UNO.
9. CONTRACTOR SHALL PROVIDE AN ALLOWANCE OF 2% OF THE BID FOR ALL REINFORCING STEEL TO BE USED AT THE DISCRETION OF THE STRUCTURAL ENGINEER. UNUSED AMOUNT TO REVERT TO THE OWNER UPON COMPLETION OF THE JOB.

REBAR LAP SCHEDULE:

BAR SIZE	f'c=2500 PSI		f'c=3000 PSI		f'c=3500 PSI		f'c=4000 PSI	
	TOP BARS (IN)	OTHER BARS (IN)	TOP BARS (IN)	OTHER BARS (IN)	TOP BARS (IN)	OTHER BARS (IN)	TOP BARS (IN)	OTHER BARS (IN)
#3	31	24	28	22	26	20	24	19
#4	41	32	37	29	35	27	33	25
#5	51	39	47	36	43	33	41	31
#6	61	47	56	43	52	40	49	37
#7	89	69	81	63	75	58	71	54
#8	102	78	93	72	86	66	81	62
#9	114	88	105	81	97	75	91	70
#10	127	98	116	89	108	83	101	78
#11	140	108	128	98	118	91	111	85

FOOTNOTES:
1. LAP SPLICE LENGTHS ARE FOR GRADE 60 UNCOATED REINFORCING BARS.
2. LAP SPLICE LENGTHS ARE FOR NORMAL WEIGHT CONCRETE. FOR LIGHTWEIGHT AGGREGATE CONCRETE, (WT = 110 PCF) INCREASE LAP SPLICE BY 30%.
3. LAP SPLICE LENGTHS ARE FOR CLASS B LAPS = 1.3 ld.
4. TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12 INCHES OF FRESH CONCRETE CAST BELOW THE BARS.
5. ADJUST LAP SPLICE LENGTHS AS FOLLOWS:
   5.A. FOR BARS AT BEAMS AND COLUMNS WITH COVER LESS THAN 1 BAR DIAMETER OR WITH CLEAR SPACING LESS THAN 2 BAR DIAMETERS, INCREASE LAP SPLICE BY 50%.
   5.B. FOR BARS AT ALL OTHER CONDITIONS WITH COVER LESS THAN 1 BAR DIAMETER OR WITH CLEAR SPACING LESS THAN 3 BAR DIAMETERS, INCREASE LAP SPLICE BY 50%.
6. ALL LAP SPLICES SHALL BE CLASS B, UNO

FOUNDATIONS:

1. THE PRESUMPTIVE LOAD-BEARING VALUES ARE PER CBC TABLE 1806.2 WITH A "CLASS OF MATERIALS" TYPE 5:
   A. VERTICAL FOUNDATION PRESSURE = 1,500 PSF DL + LL AND 2,000 PSF DL + LL + SHORT TERM FORCES.
   B. LATERAL BEARING PRESSURE = 100 PSF/FT BELOW NATURAL GRADE.
   C. LATERAL SLIDING RESISTANCE = 130 PSF COHESION TIMES THE SURFACE CONTACT AREA.
2. ALL SUBGRADE PREPERATION, SITEWORK, GRADING, UTILITY TRENCHING, ETC. SHALL BE DONE IN COMPLIANCE WITH THE CBC.
3. A GEOTECHNICAL ENGINEER HIRED BY THE OWNER SHALL INSPECT THE EXCAVATIONS AND FOUNDATIONS PER THE ABOVE AND THE CONSTRUCTION DOCUMENTS.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SHORE AND BRACE AS REQUIRED. SEE SAFETY NOTES FOR ADDITIONAL INFORMATION.
5. ALL FOUNDATIONS ARE SHOWN AND DIMENSIONED AS BEING FORMED. FOUNDATIONS MAYBE PLACED IN NEAT EXCAVATIONS PROVIDED FOOTINGS ARE INCREASED 2" IN WIDTH, SEE TYPICAL EXCAVATION DETAIL.
6. EXCAVATIONS SHALL BE CLEANED OF ALL DEBRIS AND LOOSE SOIL. STANDING WATER SHALL BE REMOVED PRIOR TO CONCRETE PLACEMENT.
7. FOUNDATION DEPTHS INDICATED ON PLANS ARE MINIMUMS AND ARE FOR ESTIMATING PURPOSES. FINAL DEPTHS OF FOOTINGS MAY CHANGE AT THE TIME OF EXCAVATION.
8. BOTTOMS OF ALL FOUNDATIONS SHALL BE LEVEL. CHANGES IN BOTTOM OF FOUNDATION ELEVATION SHALL BE MADE ACCORDING TO STEPPED FOOTING DETAILS.
9. FOOTINGS SHALL BE CENTERED UNDER WALLS AND/OR COLUMNS UNLESS OTHERWISE INDICATED ON DRAWINGS.
10. CONTRACTOR SHALL CHECK FOOTING FORMS TO VERIFY THAT THEY ARE SQUARE & PLUMB. THE CONTRACTOR SHALL ALSO VERIFY THAT ALL INSERTS & EMBEDS ARE IN THEIR CORRECT LOCATION & ORIENTATION PRIOR TO PLACING CONCRETE.
11. NOTIFY THE STRUCTURAL ENGINEER 48 HOURS IN ADVANCE OF PLACING CONCRETE.
12. FOOTING DEPTHS SPECIFIED ARE FROM LOWEST ADJACENT SUBGRADE, UNLESS NOTED OTHERWISE.

GENERAL NOTES:

1. ALL DRAWINGS ARE CONSIDERED TO BE A PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL DRAWINGS AND SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION CAN BE ISSUED. ANY WORK PERFORMED IN CONFLICT WITH THE CONTRACT DOCUMENTS OR ANY CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT THEIR OWN EXPENSE AND AT NO EXPENSE TO THE OWNER OR ARCHITECT.
2. TYPICAL NOTES AND DETAILS SHALL APPLY UNLESS OTHERWISE SHOWN OR NOTED ON DRAWINGS.
3. ALL WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF THE FOLLOWING CODES:
   2025 CALIFORNIA BUILDING CODE, PART 2 TITLE 24 CCR 2025 EDITION AND LATEST REVISIONS REFERRED TO HERE AS "THE CODE", AND OTHER REGULATING AGENCIES WHICH HAVE AUTHORITY OVER ANY PORTION OF THE WORK, INCLUDING THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY, AND THOSE CODES AND STANDARDS LISTED IN THESE NOTES AND SPECIFICATIONS.
4. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE GIVEN, CONSTRUCTION SHALL BE AS SHOWN FOR SIMILAR WORK. IF CONFLICTS OCCUR BETWEEN DRAWINGS AND SPECIFICATIONS, THE MOST EXPENSIVE MATERIALS OR METHODS SHALL PREVAIL (FOR BIDDING). STRUCTURAL ENGINEER SHALL BE NOTIFIED OF CONFLICTS AND THAT PORTION OF WORK SHOULD NOT PROCEED UNTIL CONFLICT IS RESOLVED.
5. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION.
6. ASTM SPECIFICATIONS ON THE DRAWINGS SHALL BE OF THE LATEST REVISION.
7. SUBSTITUTIONS FOR STRUCTURAL MEMBERS, HARDWARE, OR DETAILS SHALL BE REVIEWED BY THE ARCHITECT AND STRUCTURAL ENGINEER AND APPROVED BY THE BUILDING DEPARTMENT. FOR A SUBSTITUTION TO BE REVIEWED THE CONTRACTOR SHALL AGREE & COMPLY WITH THE FOLLOWING:
   A. THE CONTRACTOR SHALL BE BILLED ON A TIME AND MATERIALS BASIS FOR THE REVIEW OF THE SUBSTITUTION WITH NO GUARANTEE OF APPROVAL.
   B. VERIFY THAT THE SUBSTITUTION DOES NOT AFFECT DIMENSIONS SHOWN ON DRAWINGS.
   C. THE CONTRACTOR SHALL ALSO PAY FOR CHANGES TO THE DESIGN, WHICH INCLUDES BUT IS NOT LIMITED TO; ENGINEERING DESIGN, DETAILING, APPROVAL AGENCY PROCESS AND CONSTRUCTION COSTS CAUSED BY THE REQUESTED SUBSTITUTION.
   D. THE PROPOSED SUBSTITUTION IS TO HAVE NO ADVERSE AFFECT ON OTHER TRADES, THE CONSTRUCTION SCHEDULE, OR THE SPECIFIED WARRANTY REQUIREMENTS.
8. NO STRUCTURAL MEMBERS SHALL BE CUT, NOTCHED OR OTHERWISE PENETRATED UNLESS SPECIFICALLY APPROVED BY THE STRUCTURAL ENGINEER IN ADVANCE OR SHOWN ON THESE DRAWINGS.
9. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION. DIMENSIONS AND ELEVATIONS MUST BE VERIFIED WITH ARCHITECTURAL DRAWINGS. IN THE EVENT OF A CONFLICT, THE STRUCTURAL ENGINEER AND ARCHITECT ARE TO BE NOTIFIED IMMEDIATELY. DRAWING SCALES GIVEN ARE APPROXIMATE- DO NOT SCALE PLANS OR DETAILS.
10. SITE VISITS BY STRUCTURAL ENGINEER SHALL NOT BE IN LIEU OF INSPECTIONS.
11. ALL DIMENSIONS AND ELEVATIONS OF THE EXISTING STRUCTURE WERE PROVIDED BY OTHERS AND ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS AND ELEVATIONS AND COORDINATE WITH ALL SUB-CONTRACTORS AND DISCIPLINES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND STRUCTURAL ENGINEER. FINISH ELEVATIONS AT ALL NEW FRAMING SHALL BE COORDINATED WITH THE EXISTING FRAMING SO ALL FINISHES ARE FLUSH.
12. ALL FRAMING IN THE DOCUMENTS SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED AS EXISTING.

DESIGN CRITERIA:

2025 CALIFORNIA BUILDING CODE (CBC)
- LIVE LOADS
  - ROOF LOAD = 20 PSF (REDUCIBLE)
  - CEILING LOAD = 10 PSF (NON-REDUCIBLE)
- WIND (ASCE 7-22 SIMPLIFIED ANALYSIS)
  - EXPOSURE C
  - RISK CATEGORY II
  - BASIC WIND SPEED = 94 MPH
- SEISMIC (ASCE 7-22 EQUIVALENT LATERAL FORCE PROCEDURE)
  - RISK CATEGORY II
  - Ie = 1.0
  - SITE CLASS = D
    - Ss = 0.53g SDS = 0.55g
    - S1 = 0.21g SD1 = 0.37g
    - SDC = D
  - LIGHT FRAMED WOOD SHEATHED SHEAR WALLS
    - R = 6.5 Ω o = 3.0 Cd = 4.0
    - Cs = 0.0851 (STRENGTH DESIGN)

SAFETY NOTES:

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE PERTINENT SECTIONS OF THE "CONSTRUCTION SAFETY ORDERS" ISSUED BY THE STATE OF CALIFORNIA LATEST EDITION, AND ALL OSHA REQUIREMENTS AS THEY APPLY TO THIS PROJECT.
2. THE STRUCTURAL ENGINEER DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE CONTRACTOR'S FAILURE TO COMPLY WITH THESE REQUIREMENTS.
3. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED

POST-INSTALLED ANCHORS NOTES:

GENERAL NOTES:
1. ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS GIVEN IN THE ICC REPORTS AS SPECIFIED HERE, UNO.
   - HILTI HIT-RE 500 V3 - ICC ESR-3814
   - SIMPSON SET-XP - ICC ESR-2508
   - SIMPSON SET-3G - ICC ESR-4057 (A)
   - HILTI KH-EZ - ICC ESR-3027
   - SIMPSON POWER ACTUATED FASTENERS (SHOT PINS) - ICC ESR-2138
2. SPECIAL INSPECTION IS REQUIRED FOR ALL POST INSTALLED ANCHORS AND SHALL BE PERFORMED BY AN APPROPRIATLEY QUAILIFED SPECIAL INSPECTOR EMPLOYED BY AN APPROVED AGENCY RETAINED BY THE PROJECT OWNER, NOT THE CONTRACTOR.
3. WHEN INSTALLING DRILLED IN ANCHORS AND/OR POWDER DRIVEN PINS IN EXISTING CONCRETE OR MASONRY, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING EXISTING REINFORCING BARS. MAINTAIN A MINIMUM CLEARANCE OF 1" BETWEEN THE REINFORCEMENT AND THE DRILLED-IN ANCHOR AND/OR PIN.
4. EQUIPMENT IS TO BE CALIBRATED BY AN APPROVED TESTING LABORATORY IN ACCORDANCE WITH STANDARD RECOGNIZED PROCEDURES.
5. NEW BARS DOWELED AND EPOXIED INTO AN EXISTING SLAB-ON-GRADE DO NOT NEED TO BE TENSION TESTED.

POST-INSTALLED REINFORCING BAR NOTES:
POST-INSTALLED REINFORCING BAR CONNECTIONS DESIGNED PER THE DEVELOPMENT AND SPLICE REQUIREMENTS OF ACI318-19. POST-INSTALLED REINFORCING BAR CONNECTIONS SHALL CONSIST OF THE FOLLOWING EPOXY SYSTEMS AS PROVIDED BY HILTI, INC. CONTACT HILTI AT (800) 879-8000 FOR PRODUCT RELATED QUESTIONS.
1. POST-INSTALLED REINFORCING BAR CONNECTIONS IN CONCRETE - HILTI HIT-RE 500 V3 SAFESET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD), AND HILTI VC 20/40/150/300 VACUUM POST-INSTALLED STEEL REINFORCING BARS - INSTALL PER ICC ESR-3814.
2. THE DESIGN OF STRAIGHT POST-INSTALLED REINFORCING BARS SHALL BE PERFORMED PER THE DEVELOPMENT AND SPLICE REQUIREMENTS OF THE ACI318-19 DESIGN OF CONCRETE STRUCTURES. THE POST-INSTALLED REINFORCING BAR SYSTEM IS AN ALTERNATIVE TO CAST-IN-PLACE REINFORCING BARS GOVERNED BY ACI318-19 AND THE CBC.
3. POST-INSTALLED REINFORCING BAR INSTALLATION SHALL BE PERFORMED BY PERSONNEL TRAINED TO INSTALL THE SYSTEM PER THE MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS (MPII), AS INCLUDED IN THE ANCHOR PACKAGING. THE CONTRACTOR SHALL ARRANGE FOR A MANUFACTURER'S REPRESENTATIVE TO PROVIDE ONSITE INSTALLATION TRAINING FOR POST-INSTALLED REINFORCING BARS. THE STRUCTURAL ENGINEER OF RECORD MUST RECEIVE DOCUMENTED CONFIRMATION PRIOR TO THE COMMENCEMENT OF INSTALLING THE BARS THAT ALL OF THE CONTRACTOR'S PERSONNEL WHO WILL INSTALL POST-INSTALLED REINFORCING BARS HAVE BEEN TRAINED TO INSTALL THE SYSTEM PER THE MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS (MPII).
4. THE POSITION OF EXISTING REINFORCING BARS IN THE CONCRETE STRUCTURE SHALL BE LOCATED PRIOR TO POST-INSTALLING BARS. EXISTING BARS SHALL BE LOCATED USING HILTI FERROSCAN, GPR, X-RAY, CHIPPING OR OTHER MEANS.

NAILING NOTES & SCHEDULE:

1. ALL NAILS FOR STRUCTURAL WORK SHALL BE COMMON STEEL WIRE NAILS. HOLES SHALL BE PRE-DRILLED WHERE NECESSARY TO PREVENT SPLITTING. NAILING NOT NOTED IN SCHEDULE OR ON DRAWINGS SHALL BE A MINIMUM OF TWO NAILS AT EACH CONTACT: 8d FOR 1x MATERIAL AND 16d FOR 2x MATERIAL.
2. NAILS AND SPIKES USED IN WET OR EXTERIOR LOCATIONS SHALL BE HOT-DIPPED ZINC COATED GALVANIZED STEEL PER CBC SECTION 2304.9.1.1.
3. FASTENERS FOR PRESSURE - PRESERVATIVE TREATED AND FIRE RETARDANT TREATED LUMBER SHALL BE HOT-DIPPED ZINC COATED GALVANIZED STEEL PER CBC SECTION 2304.9.5.
4. PNEUMATIC FASTENERS INSTALLED IN SIMPSON HARDWARE SHALL BE APPROVED BY SIMPSON AND SEOR PRIOR TO INSTALLATION.
5. PNEUMATIC FASTENERS TO BE INSTALLED INTO PLYWOOD SHEATHING SHALL BE SEOR APPROVED AND SHALL FALL WITHIN THE 10% TOLERANCE LIMIT FOR HAND DRIVEN NAILS PER ASTM F1667 FOR HEAD DIAMETER. ALL NAIL HEADS TO BE FULL ROUND HEADS.
6. MINIMUM NAIL DIMENSIONS:

NAIL	SHANK DIAMETER	HEAD DIAMETER	LENGTH
8d	.131"	.281"	2 1/2"
10d	.148"	.312"	3"
16d	.162"	.344"	3 1/2"
20d	.192"	.406"	4"

MINIMUM NAILING SCHEDULE (UNO):
(REFERENCE CBC TABLE 2304.10.2)

DESCRIPTION OF BUILDING ELEMENTS:	NUMBER & TYPE OF FASTNER:	SPACING & LOCATION:
ROOF:		
1. BLKG BTWN CEILING JSTS, RAFTERS OR TRUSSES TO TOP PL OR OTHER FRMG BLW	(3) 8d COMMON (2 1/2"x0.131"); OR (3) 3"x0.131" NAILS	EACH END, TOENAIL
BLKG BTWN RAFTERS OR TRUSS NOT AT THE WALL TOP PL, TO RAFTER OR TRUSS	(2) 8d COMMON (2 1/2"x0.131"); OR (2) 3"x0.131" NAILS	EACH END, TOENAIL
	(2) 16d COMMON (3 1/2"x0.162"); OR (3) 3"x0.131" NAILS	END NAIL
FLAT BLKG TO TRUSS & WEB FILLER	16d COMMON (3 1/2"x0.162") @ 6" OC; OR 3"x0.131" NAILS @ 6" OC	FACE NAIL
2. CEILING JSTS TO TOP PL	(3) 8d COMMON (2 1/2"x0.131"); OR (3) 3"x0.131" NAILS	EACH JOIST, TOENAIL
3. CEILING JST NOT ATTACHED TO PARALLEL RAFTER, LAPS O/ PARTITIONS (NO THRUST) (SEE SECTION 2308.7.3.1, TABLE 2308.7.3.1)	(3) 16d COMMON (3 1/2"x0.162"); OR (4) 3"x0.131" NAILS	FACE NAIL
4. CEILING JST ATTACHED TO PARALLEL RAFTER (HEEL JOINT) (SEE SECTION 2308.7.3.1, TABLE 2308.7.3.1)	PER TABLE 2308.7.3.1	FACE NAIL
5. COLLAR TIE TO RAFTER	(3) 10d COMMON (3"x0.148"); OR (4) 3"x0.131" NAILS	FACE NAIL
6. RAFTER OR ROOF TRUSS TO TOP PL (SEE SECTION 2308.7.5, TABLE 2308.7.5)	(3) 10d COMMON (3"x0.148"); OR (4) 3"x0.131" NAILS	TOENAIL[c]
7. ROOF RAFTERS TO RIDGE VALLEY OR HIP RAFTERS; OR ROOF RAFTER TO 2-INCH RIDGE BEAM	(2) 16d COMMON (3 1/2"x0.162"); OR (3) 3"x0.131" NAILS	END NAIL
	(3) 10d COMMON (3 1/2"x0.148"); OR (4) 3"x0.131" NAILS	TOENAIL
WALL:		
8. STUD TO STUD (NOT AT BRACED WALL PANELS)	16d COMMON (3 1/2"x0.162"); OR	24" OC FACE NAIL
	3"x0.131" NAILS	16" OC FACE NAIL
9. STUD TO STUD & ABUTTING STUDS AT INTERSECTING WALL CORNERS (AT BRACED WALL PANELS)	16d COMMON (3 1/2"x0.162"); OR	16" OC FACE NAIL
	3"x0.131" NAILS	12" OC FACE NAIL
10. BUILT-UP HEADER (2" TO 2" HEADER)	16d COMMON (3 1/2"x0.162")	16" OC EACH EDGE, FACE NAIL
11. CONT HEADER TO STUD	(4) 8d COMMON (2 1/2"x0.131")	TOENAIL
12. TOP PL TO TOP PL	16d COMMON (3 1/2"x0.162"); OR	16" OC FACE NAIL
	3"x0.131" NAILS	12" OC FACE NAIL
13. TOP PL TO TOP PL, AT END JOINTS	(8) 16d COMMON (3 1/2"x0.162"); OR (12) 3"x0.131" NAILS	ES OF END JOINT, FACE NAIL (MIN 24" LAP SPLICE LENGTH ES OF END JOINT)
14. BOTTOM PL TO JOIST, RIM JOIST, BAND JOIST OR BLOCKING (NOT AT BRACED WALL PANELS)	16d COMMON (3 1/2"x0.162"); OR	16" OC FACE NAIL
	3"x0.131" NAILS	12" OC FACE NAIL
15. BOTTOM PL TO JOIST, RIM JOIST, BAND JOIST OR BLOCKING (AT BRACED WALL PANELS)	(2) 16d COMMON (3 1/2"x0.162"); OR (4) 3"x0.131" NAILS	16" OC FACE NAIL
16. STUD TO TOP OR BOTTOM PL	(4) 8d COMMON (2 1/2"x0.131"); OR (4) 3"x 0.131" NAILS	TOENAIL
	(2) 16d COMMON (3 1/2"x0.162"); OR (3) 3"x 0.131" NAILS	END NAIL
17. TOP OR BOTTOM PL TO STUD	(2) 16d COMMON (3 1/2"x0.162"); OR (3) 3"x0.131" NAILS	END NAIL
18. TOP PL'S, LAPS AT CORNERS & INTERSECTIONS	(2) 16d COMMON (3 1/2"x0.162"); OR (3) 3"x0.131" NAILS	FACE NAIL
19. 1" BRACE TO EACH STUD & PL	(2) 8d COMMON (2 1/2"x0.131"); OR (2) 3"x0.131" NAILS	FACE NAIL
20. 1"x6" SHEATHING TO EACH BEARING	(2) 8d COMMON (2 1/2"x0.131")	FACE NAIL
21. 1"x8" & WIDER SHEATHING TO EACH BEARING	(3) 8d COMMON (2 1/2"x0.131")	FACE NAIL
FLOOR:		
22. JOIST TO SILL, TOP PL, OR GIRDER	(3) 8d COMMON (2 1/2"x0.131"); OR (3) 3"x0.131" NAILS	TOENAIL
23. RIM JOIST, BAND JOIST, OR BLOCKING TO TOP PL, SILL OR OTHER FRAMING BELOW	8d COMMON (2 1/2"x0.131"); OR 3"x0.131" NAILS	6" OC TOENAIL
24. 1"x6" SUBFLOOR OR LESS TO EACH JOIST	(2) 8d COMMON (2 1/2"x0.131")	FACE NAIL
25. 2" SUBFLOOR TO JOIST OR GIRDER	(2) 16d COMMON (3 1/2"x0.162")	FACE NAIL
26. 2" PLANKS (PLANK & BEAM - FLOOR & ROOF)	(2) 16d COMMON (3 1/2"x0.162")	EACH BEARING, FACE NAIL
27. BUILT-UP GIRDERS AND BEAMS, 2" LUMBER LAYERS	20d COMMON (4"x0.192")	32" OC FACE NAILS AT T&B STAGGERED ON OPPOSITE SIDES
	10d BOX (3"x0.128"); OR 3"x 0.131" NAILS	24" OC FACE NAILS AT T&B STAGGERED ON OPPOSITE SIDE
	AND: (2) 20d COMMON (4"x0.192"); OR (3) 3"x 0.131" NAILS	ENDS AND AT EACH SPLICE, FACE NAIL
28. LEDGER STRIP SUPPORTING JOISTS OR RAFTERS	(3) 16d COMMON (3 1/2"x0.162"); OR (4) 3"x0.131" NAILS	EACH JOIST OR RAFTER, FACE NAIL
29. JOIST TO BAND JOIST OR RIM JOIST	(3) 16d COMMON (3 1/2"x0.162"); OR (4) 3"x0.131" NAILS	END NAIL
30. BRIDGING OR BLOCKING TO JOIST, RAFTER OR TRUSS	(2) 8d COMMON (2 1/2"x0.131"); OR (2) 3"x 0.131" NAILS	EACH END, TOENAIL

WOOD STRUCTURAL PANELS (WSP), SUBFLOOR, ROOF AND INTERIOR WALL SHEATHING TO FRAMING AND PARTICLEBOARD WALL SHEATHING TO FRAMING[a]

		EDGES (INCHES)	INTER-MEDIATE SUPPORTS (INCHES)
31. 3/8" - 1/2"	6d COMMON OR DEFORMED (2"x0.113") (SUBFLOOR AND WALL)	6	12
	2 3/8"x0.113" NAILS (SUBFLOOR & WALL)	6	12
	2 3/8"x0.113" NAILS (ROOF)	4	8
32. 19/32" - 3/4"	8d COMMON (21/2"x0.131"); OR	6	12
	2 3/8"x0.113" NAILS	4	8
33. 7/8" - 1 1/4"	10d COMMON (3"x0.148")	6	12
WOOD STRUCTURAL PANELS, COMBINATION SUBFLOOR UNDERLAYMENT TO FRAMING			
36. 3/4" AND LESS	8d COMMON (21/2"x0.131")	6	12
37. 7/8" - 1"	8d COMMON (21/2"x0.131")	6	12
38. 1 1/8" - 1 1/4"	10d COMMON (3"x0.148")	6	12

NOTES:
1. ALL SECTIONS AND TABLES NOTED ABOVE REFERENCE CBC, UNO.

FOOTNOTES:
a. NAILS SPACE AT 6 INCHES AT INTERMEDIATE SUPPORTS WHERE SPANS ARE 48 INCHES OR MORE. FOR NAILING OF WOOD STRUCTURAL PANEL AND PARTICLE BOARD DIAPHRAGMS AND SHEAR WALLS, REFER TO SECTION 2305. NAILS FOR WALL SHEATHING ARE PERMITTED TO BE COMMON, BOX OR CASING.
c. THIS SCHEDULE AND THE CEILING JOIST IS FASTENED TO THE TOP PLATE IN ACCORDANCE WITH THIS SCHEDULE, THE NUMBER OF TOENAILS IN THE RAFTER SHALL BE PERMITTED TO BE REDUCED BY ONE NAIL.

TYPICAL SIMPSON HARDWARE NOTES:

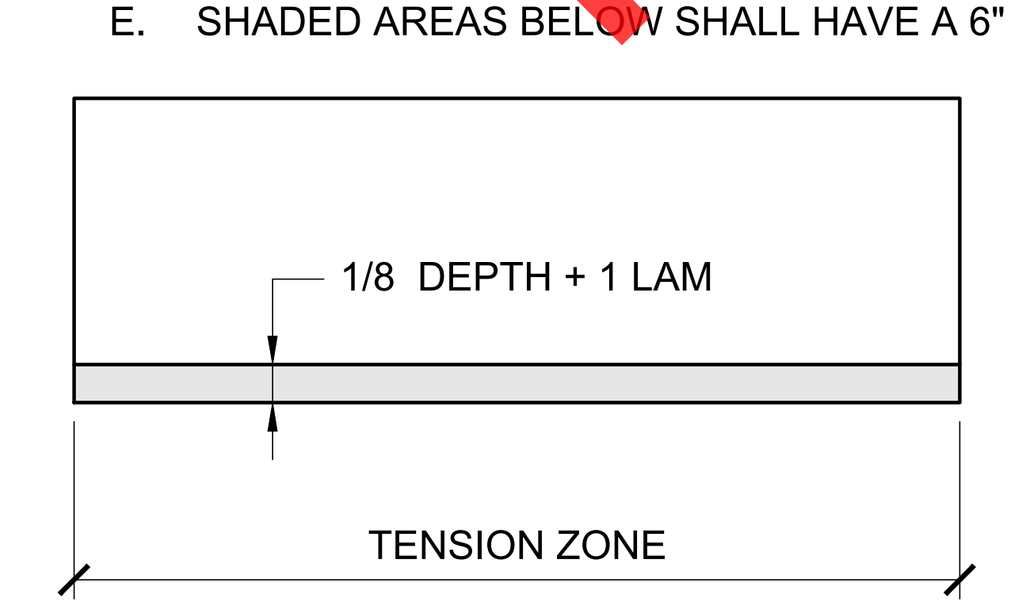
1. SIMPSON HARDWARE FOR THIS PROJECT HAS BEEN SPECIFIED USING 100% OF THE ALLOWABLE LOAD VALUES AND PRODUCT INFORMATION GIVEN IN THE SIMPSON CATALOG C-C 2021 DATED 2021-2023.
2. PLANS, SECTIONS AND DETAILS INDICATE GENERAL PRODUCT TYPE AND ANY REQUIRED MODIFICATIONS (e.g. SLOPES AND SKEWS). SPECIFIC CATALOG CALL OUTS ARE DETERMINED BY INDIVIDUAL MEMBER SIZES.
   EXAMPLES:
   PLANS/SECTIONS INDICATE 2x10 MEMBERS SUPPORTED BY SIMPSON 'U' HANGERS. SIMPSON CALL-OUT: U210. PLANS/SECTIONS INDICATE 5 1/8"x18" GLB SUPPORTED BY 4x6 POST AND SIMPSON ECC CAP. SIMPSON CALL-OUT: ECC5&1/4-4 OR OPTION WITH STRAPS ROTATED 90° ECC5&1/4-6.
3. WHERE THE SIMPSON CATALOG INDICATES TWO SIZES MAY BE USED FOR THE SAME SIZE MEMBER, USE THE LARGER SIZE.
   EXAMPLE:
   PLANS/SECTIONS INDICATE 4x8 MEMBER SUPPORTED BY SIMPSON LUS HANGERS. SIMPSON CATALOG INDICATES LUS46 OR LUS48 MAY BE USED. THE LUS48 SHALL BE USED, UNO.
4. USE SIMPSON 'MAX' NAILING CONFIGURATION (FILL ALL HOLES WITH NAILS), TYPICAL UNO.
5. WHERE OPTIONAL NAIL SIZES ARE INDICATED IN SIMPSON CATALOG, USE LARGEST NAIL SIZE LISTED, TYPICAL, UNO.
6. SIMPSON HARDWARE SUPPLIER SHALL SUBMIT MATERIAL LIST ITEMIZING HANGER DESIGNATION, LOAD RATING, SUPPORTED MEMBER SIZE AND LOCATION OF INSTALLATION FOR REVIEW BY THE ENFORCEMENT AGENCY AND THE STRUCTURAL ENGINEER.

WOOD NOTES:

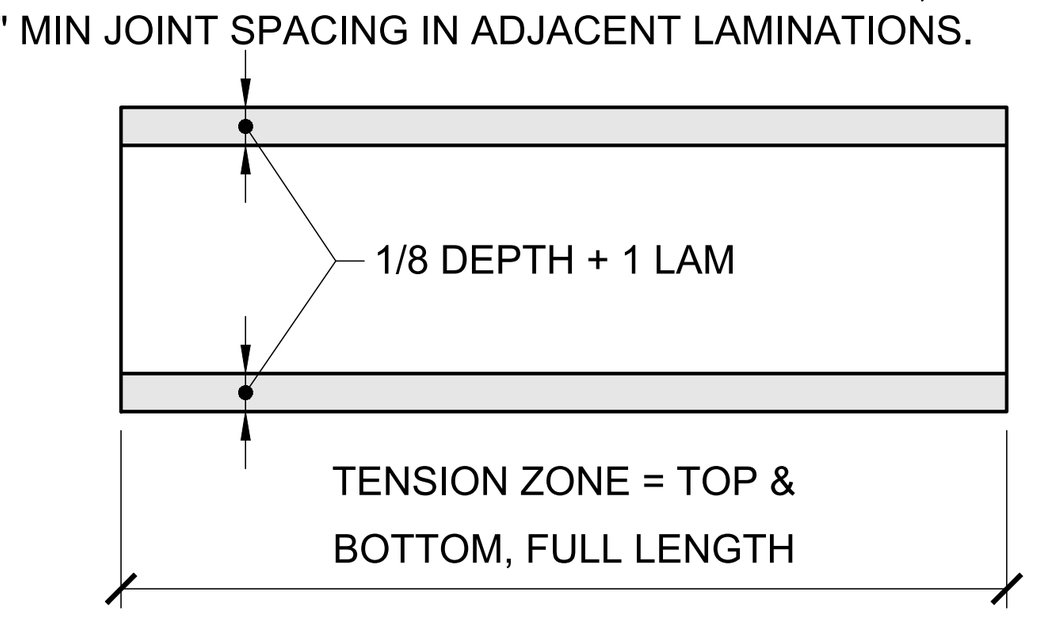
1. ALL STRUCTURAL WOOD SHALL CONFORM WITH THE FOLLOWING SPECIFICATIONS:
   A. DOUGLAS FIR- COAST REGION .... WEST COAST LUMBER INSPECTION BUREAU GRADING RULES #17.
   B. REDWOOD.................................. CALIFORNIA REDWOOD ASSOCIATION GRADING RULES, 2000 EDITION.
   C. GLUED LAMINATED BEAMS .... STANDARD SPECIFICATION FOR STRUCTURAL GLUE LAMINATED TIMBER, AITC 117.
   D. SHEATHING................................ APA VOLUNTARY PRODUCT STANDARD PS 2-10 FOR WOOD BASED STRUCTURAL-USE PANELS.
   E. ENGINEERED LUMBER .... WEYERHAEUSER MICROLLAM LAMINATED VENEER LUMBER (LVL), ICC ESR-1387
   .... WEYERHAEUSER PARALLAM (PSL), ICC ESR-1387
2. MINIMUM GRADES SHALL BE:
   A. STRUCTURAL FRAMING .... POSTS, HEADERS, BEAMS AND STUDS DF #1, ALL OTHER DF #2 UNO
   .... CEILING JOISTS DF #2 & BLOCKING DF #2
   .... ALL MEMBERS TO BE FREE OF HEART CENTER. TYP. UNO
   B. GLUED LAMINATED MEMBERS................ COMBINATION 24F-V4 FOR SIMPLE SPANS COMBINATION 24F-V8 FOR CANTILEVERS AND CONTINUOUS CONDITIONS.
   C. STRUCTURAL SHEATHING .... WALL SHEATHING: 15/32" APA RATED SHEATHING EXP 1 (UNO), 5 PLY 32/16. OSB
   D. ROOF SHEATHING: .... 19/32" APA RATED SHEATHING EXP 1, UNO, 5-PLY 40/20 OSB
   E. FLOOR SHEATHING: .... 23/32" APA RATED STURD-I-FLOOR EXP 1, UNO, 5-PLY 48/24 TONGUE AND GROOVE OSB
   F. LVL .... SHALL MEET THE FOLLOWING STRUCTURAL PROPERTIES:
   Fb = 2600 PSI
   Fv = 285 PSI
   E = 1.9E6 PSI
   G. PSL .... SHALL MEET THE FOLLOWING STRUCTURAL PROPERTIES:
   Fb = 2900 PSI
   Fv = 290 PSI
   E = 2.0E6 PSI
3. WALLS SHALL HAVE DOUBLE TOP PLATES, LAPPED AT WALL AND PARTITION INTERSECTION WITH 3-16d NAILS. SPLICE UPPER AND LOWER PLATES AS SHOWN IN TYPICAL WALL FRAMING DETAIL.
4. PROVIDE SOLID BLOCKING BETWEEN JOISTS OR RAFTERS AT ALL SUPPORTS & AT 12' OC.
5. WHEN TOP PLATES ARE NOTCHED OR BORED- SEE TYPICAL DETAIL.
6. HOLES FOR BOLTS IN WOOD SHALL BE BORED WITH A BIT OF THE SAME NOMINAL DIAMETER AS THE BOLT + 1/16".
7. LEAD HOLES FOR LAG SCREWS LOADED LATERALLY AND IN WITHDRAWAL SHALL BE BORED AS FOLLOWS TO AVOID SPLITTING OF THE WOOD MEMBER DURING CONNECTION FABRICATION:
   A. THE CLEARANCE HOLE THE SHANK SHALL HAVE THE SAME DIAMETER AS THE SHANK, AND THE SAME DEPTH PENETRATION AS THE LENGTH OF UNTHREADED SHANK.
   B. THE LEAD HOLE FOR THE THREADED PROTION SHALL HAVE A DIAMETER EQUAL TO 65% TO 85% OF THE SHANK DIAMETER IN WOOD WITH G > 0.6, 60% TO 75% IN WOOD WITH 0.5 < G $\leq$ 0.6, AND 40% TO 70% IN WOOD WITH G $\leq$ 0.5 AND A LENGTH EQUAL TO AT LEAST THE LENGTH OF THE THREADED PORTION. THE LARGER PERCENTILE IN EACH RANGE SHALL APPLY TO LAG SCREWS OF GREATER DIAMETERS.
8. LAG SCREWS AND WOOD SCREWS SHALL BE SCREWED AND NOT DRIVEN INTO PLACE.
9. ALL BOLTS AND LAG SCREWS SHALL BE PROVIDED WITH METAL WASHERS UNDER HEADS AND NUTS WHICH BEAR ON WOOD. APPLIES ALSO TO EXPANSION AND EPOXY ANCHORS.

BOLT-DIA	MALLEABLE IRON WASHER	STEEL WASHER	CARRIAGE BOLT-DIA	WROUGHT IRON WASHER
1/2"Ø	(2) 1/2"Øx1/4"	3"x3"x1/4"	1/2"Ø	3/4" (2" OD)
5/8"Ø	(2) 3/4"Øx5/16"	3"x3"x1/4"	5/8"Ø	7/8" (2 1/4" OD)
3/4"Ø	3"Øx7/16"	3"x3"x5/16"	3/4"Ø	1" (2 1/2" OD)
7/8"Ø	(3) 1/2"Øx7/16"	(3) 1/2"x3 1/2"x3/8"	7/8"Ø	(1) 3/8" (3" OD)
1"Ø	4"Øx1/2"	(3) 3/4"x3 3/4"x3/8"	1"Ø	(1) 1/2" (3 1/4" OD)
1 1/4"Ø	5"Øx5/8"	5"x5"x1/2"		

10. ALL BOLTS AND LAG SCREWS SHALL BE TIGHTENED AT TIME OF INSTALLATION AND RE-TIGHTENED BEFORE CLOSING IN OR AT COMPLETION OF JOB.
11. INSTALL ALL STRUCTURAL PLYWOOD ON ROOF AND FLOORS WITH FACE GRAIN PERPENDICULAR TO SUPPORTS.
12. CROSS BRIDGING BETWEEN JOISTS OR RAFTERS- SEE FRAMING PLANS AND TYPICAL DETAIL.
13. JOISTS UNDER AND PARALLEL TO NON-BEARING PARTITIONS SHALL BE DOUBLED AND NAILED TOGETHER.
14. WHERE FRAMING HANGERS ARE REQUIRED AND ARE NOT SHOWN ON SECTIONS, DETAILS OR PLANS THE FOLLOWING SIMPSON HANGERS SHALL BE USED. SLOPE, SKEW, TURN IN FLANGES AND PROVIDE TOP FLANGE HANGERS AS REQUIRED.h
   H. 2X & 3X MEMBERS .... U HANGERS
   I. 4X MEMBERS................................ HU HANGERS
   J. 6X MEMBERS................................ HUTF HANGERS
   K. I-JOIST MEMBERS.......................... MIT HANGERS
   L. GLU LAM MEMBERS.......................... LEG HANGERS
15. ALL METAL HARDWARE SHALL BE MANUFACTURED BY SIMPSON STRONG TIE COMPANY, OR APPROVED EQUAL. ALL ITEMS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
16. WOOD SYMBOLS: CONTINUOUS BLOCKING
17. PROVIDE PLYWOOD EDGE NAILING AROUND ALL OPENINGS AND BLOCK ALL UNSUPPORTED PLYWOOD EDGES.
18. UPSET THREADS ON SILL BOLTS ARE NOT ALLOWED.
19. ALL FRAMING LUMBER SHALL HAVE A MAXIMUM MOISTURE CONTENT OF 19% AT THE TIME OF INSTALLATION AND SHALL BE AT 19% MAXIMUM MOISTURE CONTENT (VERIFIED BY INSPECTOR OF RECORD) BEFORE BEING ENCLOSED BY INSULATION, GYPBOARD, OR OTHER SURROUNDING ARCHITECTURAL MATERIALS. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROVIDE LUMBER MEETING THESE CRITERIA.
20. BOLTS ARE NOT TO BE INSTALLED IN LUMBER OVER 19% MOISTURE CONTENT.
21. EDGE NAILING OF STRUCTURAL WALL SHEATHING TO THE SILL PLATE SHALL NOT OCCUR UNTIL ROOF FRAMING AND SHEATHING IS COMPLETE.
22. ALL FASTENERS INTO PRESSURE TREATED WOOD SHALL BE HOT DIPPED GALVANIZED.
23. ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
24. GLUED LAMINATED MEMBERS:
   A. ALL FLOOR BEAMS AND WALL HEADERS SHALL HAVE 3500 FT RADIUS CAMBER, UNO. ALL ROOF BEAMS SHALL HAVE 2000 FT RADIUS CAMBER, UNO.
   B. TESTING & INSPECTION OF GLUED LAMINATED BEAMS SHALL BE IN ACCORDANCE WITH CBC SECTION 1704.2.5.
   C. SUBMIT SHOP DRAWINGS PRIOR TO FABRICATION OF GLUED LAMINATED MEMBERS. SHOP DRAWINGS SHALL INDICATE BEAMS AS SIMPLE OR CONTINUOUS.
   D. APPEARANCE OF MEMBERS SHALL BE FRAMING OR INDUSTRIAL APPEARANCE EXCEPT MEMBERS IN EXPOSED ARCHITECTURAL APPLICATIONS SHALL BE ARCHITECTURAL APPEARANCE, UNO.
   E. SHADED AREAS BELOW SHALL HAVE A 6" MIN JOINT SPACING IN ADJACENT LAMINATIONS.



SIMPLE SPAN BEAMS



CONTINUOUS & CANTILEVER BEAMS

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3051 Woodcreek Oaks Blvd
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WMB Project No. 25-019

MERIDIAN STRUCTURAL ENGINEERS, INC.
916.365.4740 MSEi JOB#: 25-008
1837 IRON POINT ROAD, SUITE 100
FOLSOM, CA 95630

REGISTERED PROFESSIONAL ENGINEER MICHAEL DOUGLAS BAKER No. S4721 STRUCTURAL STATE OF CALIFORNIA
4-23-2026

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.24.26	Plan Check Response

STRUCTURAL NOTES

S-002

[redacted]

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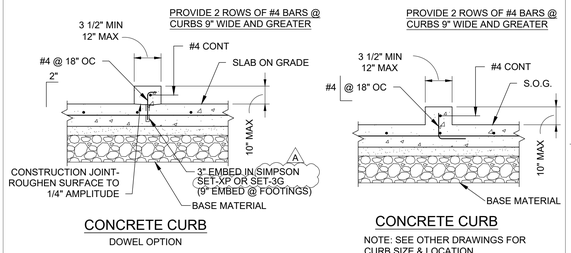
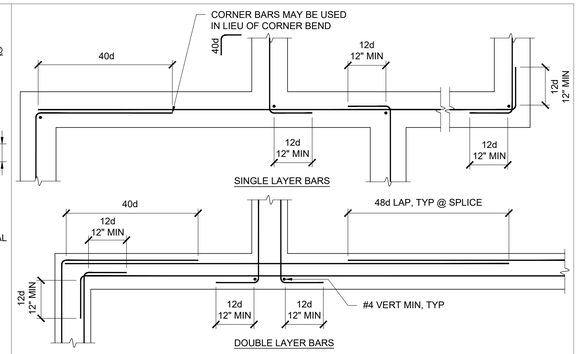


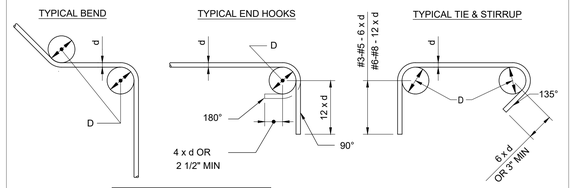
CONCRETE CURB
DOWEL OPTION

CONCRETE CURB
NOTE: SEE OTHER DRAWINGS FOR CURB SIZE & LOCATION.

5 TYPICAL CORNER REINFORCING
NTS



1 TYPICAL CORNER REINFORCING
NTS

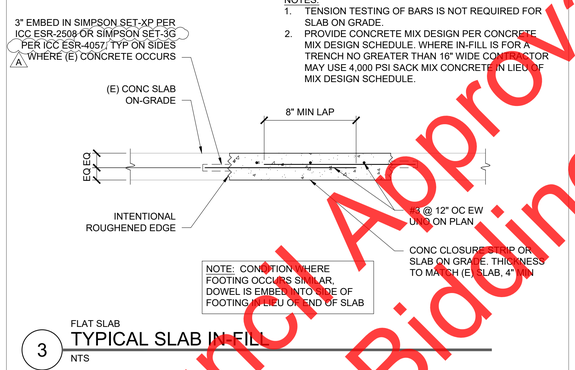


MINIMUM BEND DIAMETER BEND & END HOOKS	
REBAR	D
#3 - #8	6 x d
#9 - #11	8 x d
#14 & #18	10 x d

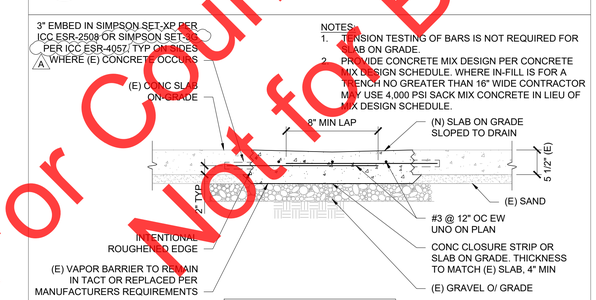
MINIMUM BEND DIAMETER TIES & STIRRUPS	
REBAR	D
#3 - #5	4 x d
#6 - #8	6 x d

DETAIL NOTES:
1. D= DIAMETER OF BEND
2. d= DIAMETER OF REBAR
3. ALL HOOKS SHALL BE 90° OR 180° STANDARD HOOKS UNLESS OTHERWISE SHOWN OR NOTED

2 STANDARD REBAR HOOKS AND BENDS
NTS



FLAT SLAB
3 TYPICAL SLAB IN-FILL
NTS



SLOPED SLAB
4 TYPICAL SLAB IN-FILL
NTS

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Roseville Aquatics Complex - Locker Room Alterations
3051 Woodcreek Oaks Blvd
Roseville, CA 95747

WMB Project No. 25-019

MERIDIAN
STRUCTURAL ENGINEERS, INC.
916.365.4740 MSE| JOB# 25-008
1837 IRON POINT ROAD, SUITE 100
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REGISTERED PROFESSIONAL ENGINEER
MICHAEL T. BOUDREAU
No. S4721
STRUCTURAL
STATE OF CALIFORNIA
4-23-2026

PUBLISH HISTORY:

	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.24.26	Plan Check Response

TYPICAL DETAILS

S-101

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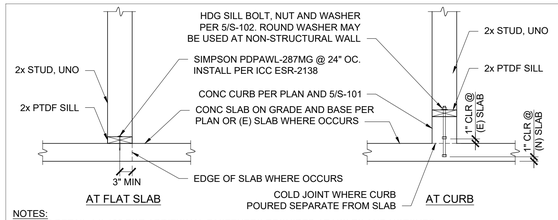
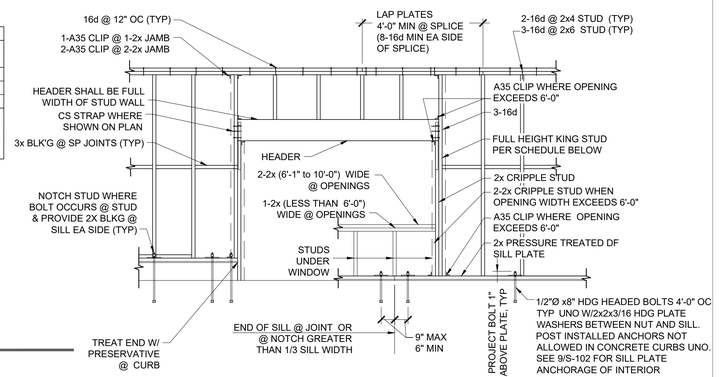


NOTES:
1. SEE DETAIL 4/S-102 FOR ADDITIONAL FASTENERS REQUIRED AT HOLES AND NOTCHES.
2. TWO FASTENERS MINIMUM REQUIRED FOR EACH PIECE OF SILL PLATE.
3. CONDITION SIMILAR WHERE EXISTING SLAB ON GRADE OCCURS.
4. NO SHOT PINS, EXPANSION ANCHORS, SCREWS ANCHORS, OR ANY OTHER TYPE OF POST INSTALLED ANCHOR SHALL BE UTILIZED AT CURBS UNO.
5. OPTION AT FLAT SLAB: PROVIDE 3/8"Ø HILTI KH-EZ CRC WITH 2 1/2" NOMINAL EMBED (1.86" EFFECTIVE EMBED) AT 32" OC. INSTALL PER ICC ESR-3027 WITH 40 FT-LB MAXIMUM TORQUE. PERIODIC SPECIAL INSPECTION REQUIRED.
6. OPTION AT CURB: PROVIDE 1/2"Ø HDG THREADED ROD WITH 3" EFFECTIVE EMBED INTO CONCRETE IN SIMPSON A SET-XP PER ICC ESR-2508 OR SIMPSON SET-3G PER ICC ESR-4057 ,SPACE AT 32" OC WITH 2 1/2" MINIMUM EDGE DISTANCE OR 24" OC WITH 1 3/4" MINIMUM EDGE DISTANCE. PERIODIC SPECIAL INSPECTION REQUIRED.

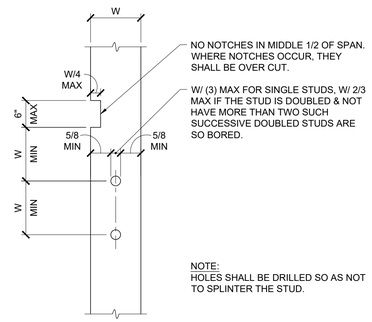
WALL ANCHORAGE AT BASE
9 TYPICAL INTERIOR NON-STRUCTURAL WALL
NTS

HEADER SCHEDULE				
WIDTH OF OPENING	HEADER DEPTH "D"		BR'NG WALL TRIMMER	FULL HT KING STUD
	BR'NG WALL	NON-BRNG		
0 to 4'-0"	6"	4"	2x6	2x6
4'-1" to 6'-0"	8"	6"	2x6	(2) 2x6
6'-1" to 8'-0"	PER PLAN	8"	DBL 2x6 UNO	(3) 2x6

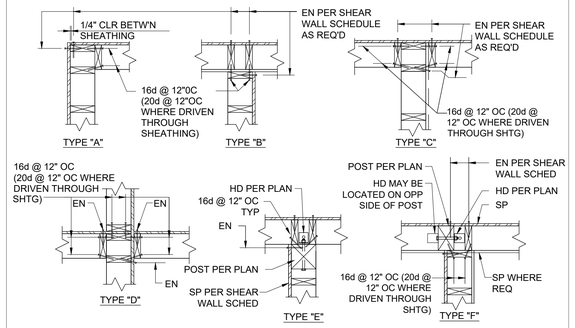
NOTES:
1. TYP UNO.
2. 6x WIDTH AT BEARING WALLS. WIDTH TO MATCH WALL WIDTH AT NON-BEARING WALLS.



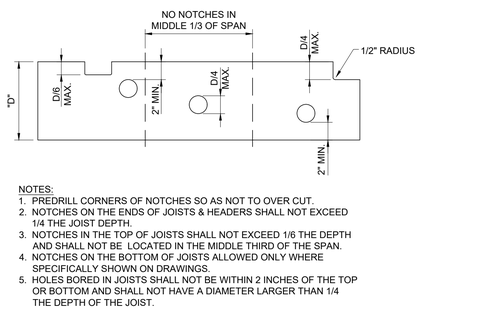
5 TYPICAL WALL STUD FRAMING
NTS



6 TYPICAL STUD NOTCHING
NTS

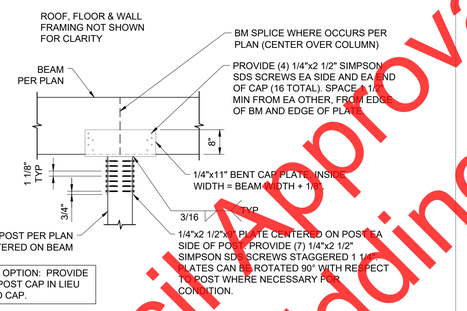


@ INTERSECTIONS
2 TYPICAL STUD FRAMING AT CORNERS
NTS

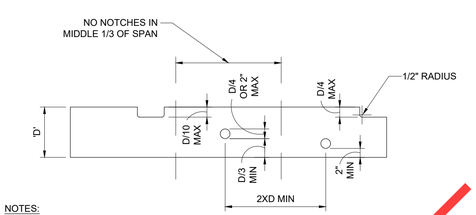


NOTES:
1. PREDRILL CORNERS OF NOTCHES SO AS NOT TO OVER CUT.
2. NOTCHES ON THE ENDS OF JOISTS & HEADERS SHALL NOT EXCEED 1/4 THE JOIST DEPTH.
3. NOTCHES IN THE TOP OF JOISTS SHALL NOT EXCEED 1/6 THE DEPTH AND SHALL NOT BE LOCATED IN THE MIDDLE THIRD OF THE SPAN.
4. NOTCHES ON THE BOTTOM OF JOISTS ALLOWED ONLY WHERE SPECIFICALLY SHOWN ON DRAWINGS.
5. HOLES BORED IN JOISTS SHALL NOT BE WITHIN 2 INCHES OF THE TOP OR BOTTOM AND SHALL NOT HAVE A DIAMETER LARGER THAN 1/4 THE DEPTH OF THE JOIST.

7 TYPICAL BEAM NOTCHING
NTS

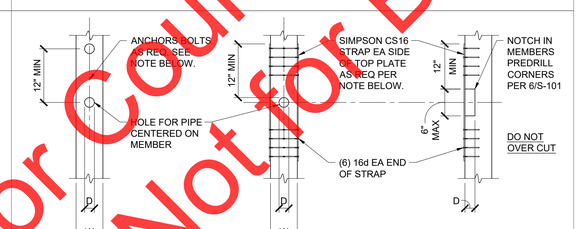


WOOD BEAM O/ WOOD POST
3 DETAIL
NTS



NOTES:
1. PREDRILL CORNERS OF NOTCHES SO AS NOT TO OVER CUT.
2. NOTCHES ON THE ENDS OF JOISTS AND HEADERS SHALL NOT EXCEED 1/4 OF THE JOIST DEPTH.
3. NOTCHES IN THE TOP OF JOISTS SHALL NOT EXCEED 1/10 THE DEPTH AND SHALL NOT BE LOCATED IN THE MIDDLE THIRD OF THE SPAN.
4. NOTCHES IN THE BOTTOM OF THE JOISTS ALLOWED ONLY WHERE SPECIFICALLY SHOWN ON DRAWINGS.
5. HOLES BORED IN JOISTS SHALL NOT BE WITHIN 2" OF THE TOP OR BOTTOM AND SHALL NOT HAVE A DIAMETER LARGER THAN 1/4 THE DEPTH OF THE JOIST.
6. APPLIES TO SAWN LUMBER MEMBERS ONLY. NO NOTCHES ALLOWED IN OTHER TYPES OF MEMBER UNLESS SPECIFICALLY DETAILED IN THE DRAWINGS.

8 NOTCHES FOR JOISTS & HEADERS
NTS



FOR 'D' GREATER THAN 1/3 W, PROVIDE ANCHOR BOLTS @ 5" CC MAX & 6" CC MIN @ ES OF HOLE. PROVIDE MIN OF (2) AB PER SILL PIECE.

PLAN - HOLE IN SILL PLATE

FOR 'D' GREATER THAN 1/3 W, OR 2", PROVIDE STRAP @ EA SIDE AS SHOWN. 2W/3 MAX.

PLAN - HOLE IN DBL TOP PLATES

PROVIDE STRAP @ ALL NOTCHES. MAX NOTCH D= W/3

NOTCH IN PLATES

NOTE: FOR MULTIPLE HOLES & NOTCHES, MAINTAIN 18" CLEAR IN & EXTEND STRAP 12" PAST LAST HOLE OR NOTCH.

4 HOLE OR NOTCH THRU PLATES
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1837 IRON POINT ROAD, SUITE 100
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REGISTERED PROFESSIONAL ENGINEER — MICHAEL A. BOLT — No. S4721 — STRUCTURAL — STATE OF CALIFORNIA
4-23-2026

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.24.26	Plan Check Response

TYPICAL DETAILS

S-102

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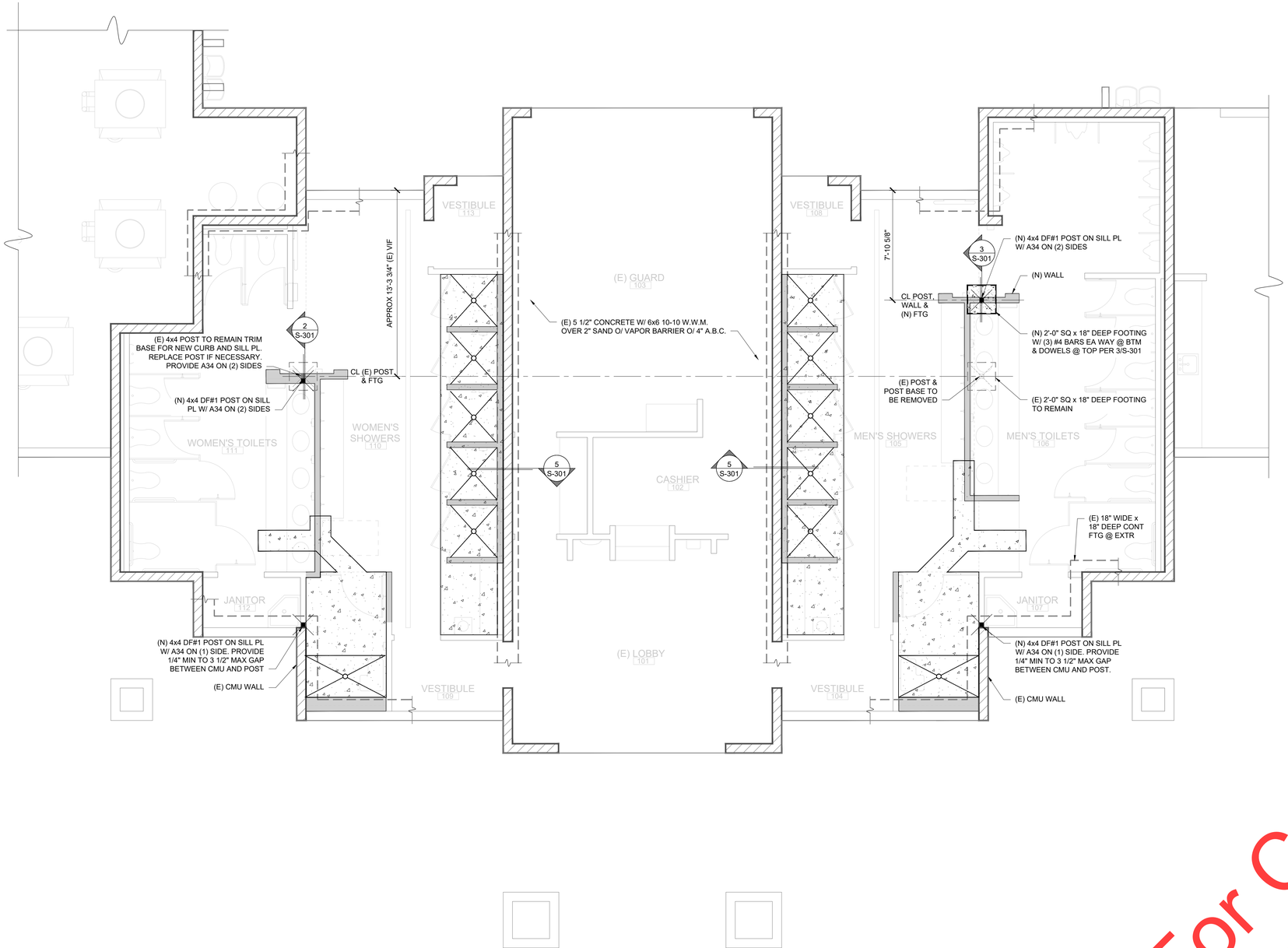
FOUNDATION NOTES:

1. VERIFY ALL DIMENSIONS WITH ARCH DRAWINGS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT IF ANY DISCREPANCIES EXIST.
2. SEE S-00X SERIES SHEETS FOR STRUCTURAL NOTES NOT SHOWN HERE.
3. SEE S-10X SERIES SHEETS FOR TYPICAL DETAILS.
4. ALL FRAMING LUMBER IN DIRECT CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED DOUGLAS FIR LARCH.
5. ALL HARDWARE SPECIFIED SHALL BE SIMPSON STRONG-TIE SHALL BE INSTALLED PER MANUFACTURE'S RECOMMENDATIONS.
6. CENTER SPREAD FOOTINGS UNDER POST, TYP UNO.
7. SEE 5/S-102 FOR WALL FRAMING.
8. ALL REINFORCEMENT SHALL BE PLACE IN CONFORMANCE W/ ACI REQUIREMENTS.
9. ALL NEW POSTS ARE DF #1, TYP UNO.
10. ALL NEW WALLS SHALL BE 2x4 STUDS @ 16" OC, UNO.

FOUNDATION PLAN LEGEND:

1. INDICATES (N) STRUCTURAL POST THIS LEVEL UP. SIZE, SPECIFICATION, ETC. AS INDICATED PER PLAN.
2. INDICATES (E) STRUCTURAL POST THIS LEVEL UP. SIZE, SPECIFICATION,ETC. AS INCIATED PER PLAN.
3. INDICATES (E) STRUCTURAL POST TO BE REMOVED.
4. INDICATES (E) STRUCTURAL CMU WALL THIS LEVEL, SAD.
5. INDICATES (N) ARCHITECTURAL WALL THIS LEVEL, SAD.
6. INDICATES (N) ARCHITECTURAL WALL THIS LEVEL WITH 6" HIGH CONCRETE CURB, SEE5/S101.
7. INDICATES (E) ARCHITECTURAL WALL THIS LEVEL, SAD.
8. INDICATES (N) SLAB ON GRADE INFILL. (N) SLAB BASE SHALL MATCH EXISTING BASE. SEE DETAIL 3/S-101.
9. INDICATES (N) SLAB ON GRADE INFILL SLOPED TO DRAIN. SLOPE PER ARCH. SEE DETAIL 4/S-101.



FOUNDATION PLAN

SCALE: 1/4"=1'-0"

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REGISTERED PROFESSIONAL ENGINEER MICHAEL DOUGLAS TAYLOR No. S4721 STRUCTURAL STATE OF CALIFORNIA

4-23-2026

PUBLISH HISTORY:

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A	04.15.26	Coordination
1	04.24.26	Plan Check Response

FOUNDATION PLAN

S-201

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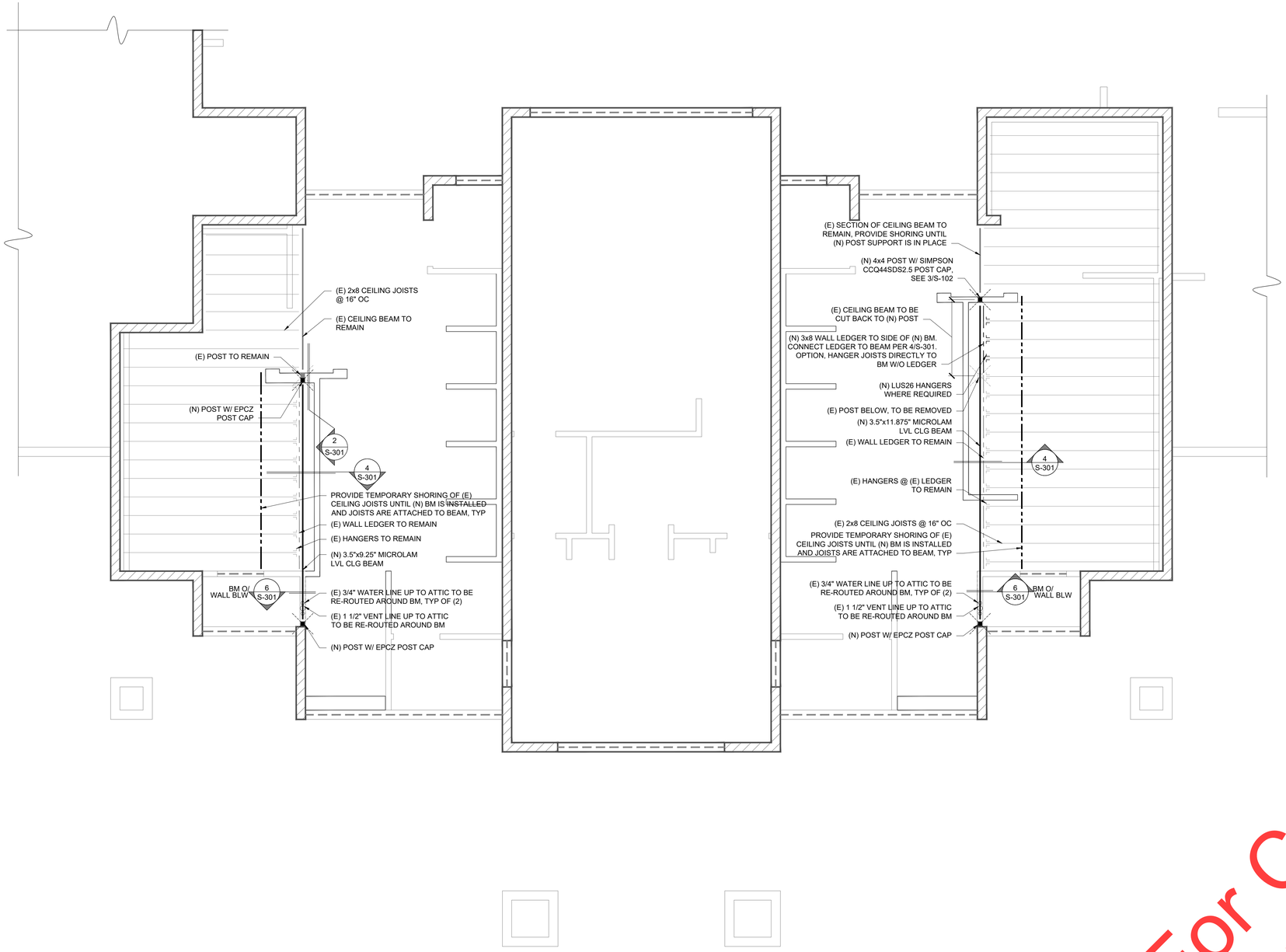
CEILING FRAMING PLAN NOTES:

1. ALL HARDWARE SHALL BE SIMPSON STRONG-TIE AND SHALL BE IN PLACE PRIOR TO INSPECTION.
2. ALL BEAMS AND HEADERS SHALL BE SUPPORTED WITH FULL BEARING.
3. ALL POSTS SUPPORTING BEAMS SHALL HAVE POST CAPS, UNO.
4. SEE S-00X SERIES FOR STRUCTURAL NOTES NOT SHOWN HERE.
5. SEE S-10X SERIES FOR TYPICAL DETAILS.
6. ALL WALLS SHALL BE 2x4 STUDS @ 16" OC, UNO.

CEILING FRAMING PLAN LEGEND:

1. INDICATES (N) STRUCTURAL POST BELOW.
2. INDICATES (E) STRUCTURAL POST BELOW POST TO REMAIN UNO.
3. INDICATES (E) STRUCTURAL CMU WALL.
4. INDICATES (N) ARCHITECTURAL WALL, SAD.
5. INDICATES (E) ARCHITECTURAL WALL, SAD.



CEILING FRAMING PLAN

SCALE: 1/4"=1'-0"

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REGISTERED PROFESSIONAL ENGINEER
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4-23-2026

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.24.26	Plan Check Response

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CEILING FRAMING PLAN

S-202

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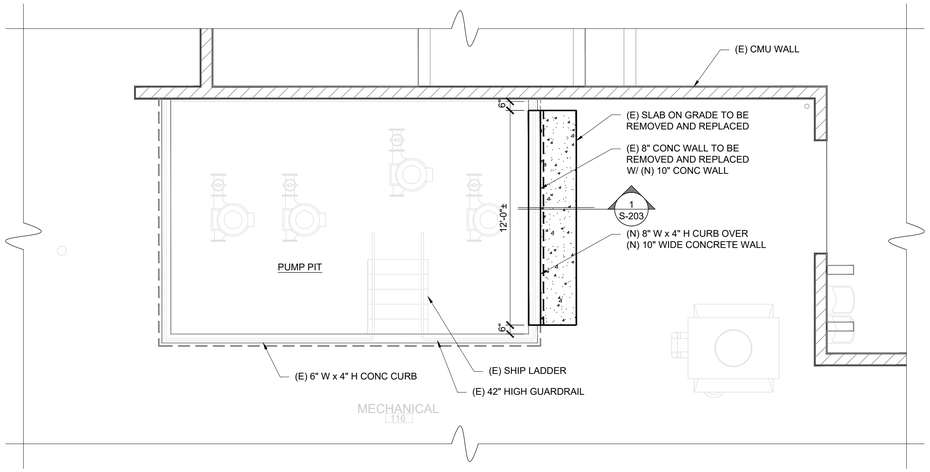
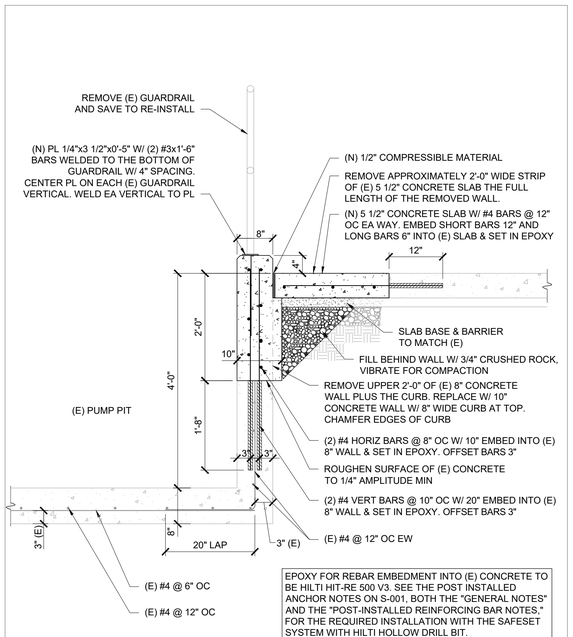


PUMP PIT

FOUNDATION PLAN

SCALE: 1/4"=1'-0"

BID ALTERNATE #1



PUMP PIT WALL REPAIR

1 DETAIL

3/4"=1'-0"

BID ALTERNATE #1

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4-23-2026

PUBLISH HISTORY:

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A	04.15.26	Coordination
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PUMP PIT FOUNDATION PLAN

S-203

[redacted]

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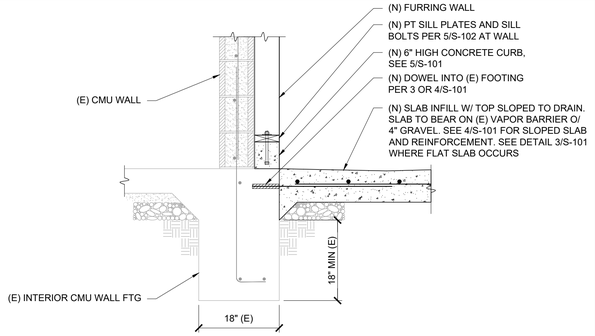
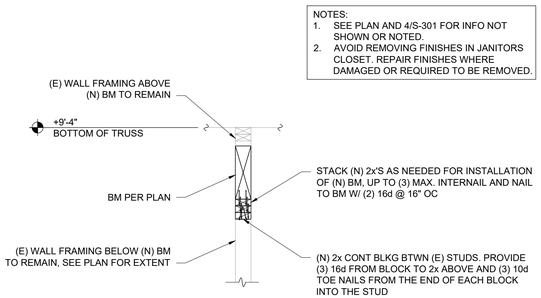
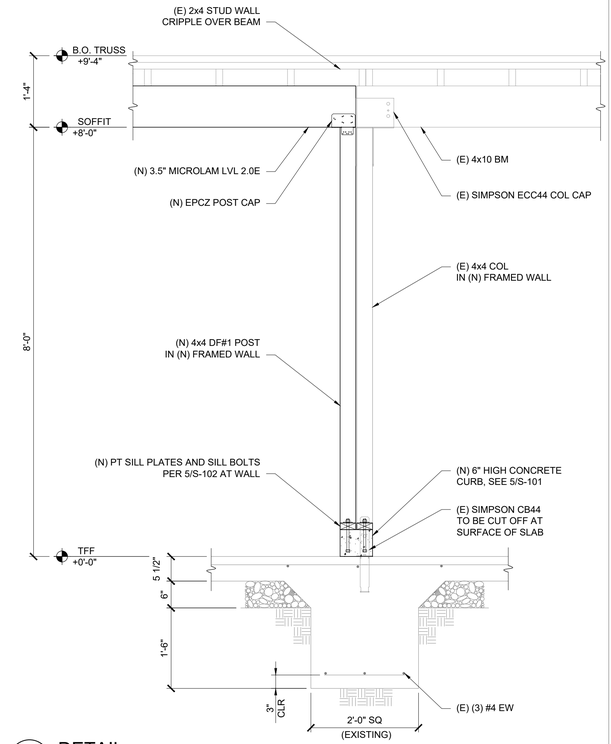


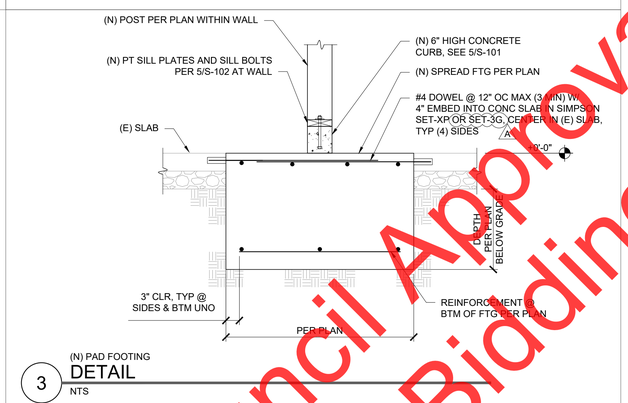
5 DETAIL
3/4"=1'-0"



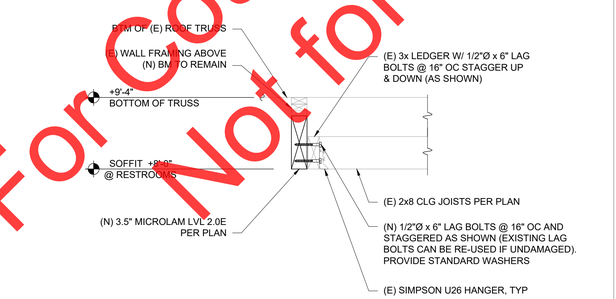
6 DETAIL
3/4"=1'-0"



2 DETAIL
3/4"=1'-0"



(N) PAD FOOTING
3 DETAIL
NTS



4 DETAIL
3/4"=1'-0"

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4-23-2026

PUBLISH HISTORY:

	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.24.26	Plan Check Response

STRUCTURAL DETAILS

S-301

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GENERAL MECHANICAL NOTES

1. EQUIPMENT: ALL EQUIPMENT AND MATERIALS SHALL BE NEW AND EQUAL IN QUALITY, TYPE, CAPACITY, EFFICIENCY, AND ACCESSORIES TO THE EQUIPMENT NOTED ON THE DRAWINGS. ADJUSTMENTS TO CONSTRUCTION AND ACCESSORIES ON SUBSTITUTED EQUIPMENT MAY BE REQUIRED TO ACHIEVE THIS EQUALITY, AND SHALL BE INCLUDED AT NO EXTRA COST TO THE OWNER. MAKE ANY CHANGES IN DUCTWORK, PIPING, FRAMING, ELECTRICAL, ETC., AS REQUIRED TO ACCOMMODATE SUBSTITUTED EQUIPMENT.

2. INSTALLATION: INSTALL ALL EQUIPMENT AND MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH EDITION APPLICABLE CODES INCLUDING BUT NOT LIMITED TO:
   2025 CALIFORNIA MECHANICAL CODE (CMC)
   2025 CALIFORNIA ENERGY CODE (CEC) INCLUDING LOCAL AMENDMENTS
   CALIFORNIA CODE OF REGULATIONS (CCR)
   2025 CALIFORNIA BUILDING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24)
   NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
   2025 CALIFORNIA FIRE CODE (CFC)
   2025 CALIFORNIA GREEN BUILDING STANDARDS CODE
   WHERE HEAVIER GAUGES OF MATERIAL, LARGER SIZES OR MORE STRINGENT REQUIREMENTS THAN THE CODES ARE REQUIRED BY THE CONTRACT DOCUMENTS, SUCH INCREASED REQUIREMENTS SHALL APPLY.

3. SHEET METAL DUCTWORK: ALL SHEET METAL DUCTWORK SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE TO SMC STANDARDS AND SMACNA GUIDELINES WITH THE MORE STRINGENT BEING APPLIED. ALL DUCT JOINTS INCLUDING MECHANICAL FLANGED JOINTS SHALL BE SEALED WITH SILVER TAPE OR ARABOL AND CANVAS. SEAL THE JOINTS OF ALL DUCTS EXPOSED TO THE WEATHER WITH ARABOL AND CANVAS. PROVIDE ALL BRANCH DUCTS WITH VOLUME DAMPERS WITH LOCKING QUADRANTS LOCATED AT LEAST FIVE FEET (5') FROM THE GRILLE OR DIFFUSER SERVED, WITH LONG RADIUS ELBOWS. CONCEALED DAMPERS SHALL HAVE CABLE OPERATED MECHANISMS TO ALLOW ADJUSTMENTS WITH OUT DISTURBING THE STRUCTURE. ALL RECTANGULAR OR ROUND RIGID DUCTS SHALL BE OF SMACNA GAGE GALVANIZED STEEL OR ALUMINUM, UNLESS OTHERWISE NOTED ON THE DRAWINGS. PROVIDE FLAT SEAM CONSTRUCTION FOR ANY DUCTS EXPOSED IN OCCUPIED SPACE. NOTE: ALUMA-FLEX IS NOT ACCEPTABLE IN LIEU OF ROUND RIGID DUCTWORK. ALL DUCT OPENINGS SHALL BE SEALED AGAINST DUST AND DEBRIS UNTIL FINAL START-UP.

4. DUCT SUPPORTS: ALL PIPING AND DUCTWORK SHALL BE SUPPORTED IN ACCORDANCE WITH CMC STANDARDS OR SMACNA SEISMIC RESTRAINT MANUAL GUIDELINES FOR MECHANICAL SYSTEMS. CONTRACTOR SHALL PROVIDE CALCULATIONS FOR SEISMIC SUPPORTS AND RESTRAINTS THAT ARE ACCEPTABLE TO THE REVIEWING AUTHORITY.

5. FLEXIBLE DUCT: FLEXIBLE DUCTS SHALL BE ATCO 30, GENFLEX F29, THERMAFLEX M-KE, OR APPROVED EQUAL. FLEXIBLE DUCTWORK SHALL NOT BE USED WHERE EXPOSED DUCTWORK OCCURS, FIRE RATED WALL, FLOOR OR CEILING ASSEMBLIES EXISTS, AND TEMPERATURES EXCEEDS 250°F. PER 2025 CMC 603.4.1 FACTORY-MADE FLEXIBLE AIR DUCTS SHALL NOT BE MORE THAN 5 FEET IN LENGTH AND SHALL NOT BE USED IN LIEU OF RIGID ELBOWS OR FITTINGS, AND FLEXIBLE AIR DUCTS SHALL BE PERMITTED TO BE USED AS AN ELBOW AT A TERMINAL DEVICE.

6. ALL DUCT SIZES ON PLANS ARE SIZED FOR HARD DUCT.

7. AT THE TIME OF ROUGH INSTALLATION OR DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL STARTUP OF THE HEATING AND COOLING EQUIPMENT, ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENT OPENINGS SHALL BE COVERED WITH TAPE, PLASTIC, SHEETMETAL OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY.

8. INSULATION FOR INTERIOR DUCT: INSULATE ALL RIGID SUPPLY AND RETURN AIR DUCTS WITH 1-1/2" THICK, 3/4 PCF DENSITY OWENS CORNING SOFTR OR EQUAL, FIBERGLASS DUCT WRAP, TYPE 75, WITH FOIL REINFORCED KRAFT VAPOR RETARDER FACING. BUTT JOINT PIECES WITH 2" MINIMUM TAP FLAP OVERLAPPING. PORTIONS OF SUPPLY AND RETURN AIR DUCTS IN A SPACE BETWEEN THE ROOF AND INSULATED CEILING, OR IN A SPACE DIRECTLY UNDER A ROOF WITH FIXED VENTS OR OPENINGS TO THE OUTSIDE, OR UNCONDITIONED SPACES, OR IN AN UNCONDITIONED CRAWLSPACE, OR IN OTHER UNCONDITIONED SPACES SHALL HAVE R-8.0 INSULATION. PORTIONS OF SUPPLY AND RETURN DUCTS THAT ARE NOT IN ONE OF THESE SPACES, INCLUDING DUCTS BURIED IN CONCRETE SLAB, SHALL BE INSULATED TO A MINIMUM INSTALLED LEVEL OF R-4.2 OR BE ENCLOSED IN DIRECTLY CONDITIONED SPACE.

   INSULATION FOR EXTERIOR DUCT: SEAL ALL METAL JOINTS PER SMACNA & CEC, LINE WITH 2" CERTAINTEED TOUGHGARD, RIGID LINER BOARD. TAPE ALL INSULATED INTERIOR JOINTS. INSULATION SHALL BE PROTECTED FROM DAMAGE BY MOISTURE, UV AND PHYSICAL ABRASION. INSULATION EXPOSED TO WEATHER SHALL BE SUITABLE FOR OUTDOOR SERVICE. PROTECTED BY ALUMINUM SHEET METAL, PAINTED CANVAS, OR PLASTIC COVER. CELLULAR FOAM INSULATION SHALL BE PROTECTED AS ABOVE OR PAINTED WITH A COATING THAT IS WATER RETARDANT AND PROVIDES SHIELDING FROM SOLAR RADIATION. THIS APPLIES TO REFRIGERANT LINE SETS AS WELL. DUCTS SHALL HAVE R-8.0 INSULATION.

9. DUCT LINER: LINE ALL RIGID SUPPLY AND RETURN DUCT DROPS FOR A MINIMUM OF 10' FROM THE UNIT WITH 1" THICK OWENS CORNING QUIETER ACOUSTICS OR EQUAL ACOUSTIC DUCT LINER. INSTALL WITH 100% COVERAGE ADHESIVE COMPLYING WITH ASTM C 916, AND FURTHER APPLY TO BUTTED ENDS. MECHANICAL FASTENERS SHALL BE APPLIED 3" FROM CORNERS AND 12" OC BETWEEN CORNER FASTENERS. ALL DUCT DIMENSIONS ON PLANS ARE CLEAR DIMENSIONS. SEAL BUTT ENDS OF EXPOSED INSULATION IN THE DUCTS WITH MANUFACTURERS RECOMMENDED SEALANT OR ADHESIVE.

10. CONTROLS: HEATING AND COOLING CONTROLS SHALL COMPLY WITH 2025 CEC, SUBCHAPTER 3, SECTION 1202. ALL CONTROLS AND CONTROL WIRING ARE NOT SPECIFICALLY SHOWN BUT ARE REQUIRED FOR A COMPLETE AND WORKABLE SYSTEM AND SHALL BE SUPPLIED BY THE CONTRACTOR AND INSTALLED AT NO ADDITIONAL COST TO THE OWNER.

11. TESTING: ALL AIR SYSTEMS SHALL BE BALANCED BY A TRAINED MECHANICAL CONTRACTOR, USING AABC, SMACNA, OR NEBB PROCEDURES. AIR QUANTITIES SHALL BE ADJUSTED TO NOT MORE THAN 10% ABOVE OR 0% BELOW THE QUANTITIES SHOWN ON THE DRAWINGS. CONTRACTOR SHALL SUBMIT A COMPLETE AIR BALANCE REPORT INDICATING, AS A MINIMUM, THE AIR DELIVERY FOR EACH DIFFUSER, THE FINAL OPERATING DATA FOR THE SYSTEMS AND THE AIR CONDITIONING UNITS.

12. SUBMITTALS: SUBMIT FOR APPROVAL COPIES OF COMPLETE SUBMITTAL DATA ON SPECIFIED AND PROPOSED EQUIPMENT AND MATERIALS. SUBMITTALS SHALL INCLUDE EQUIPMENT SIZES, CAPACITY, MOTOR LOCATIONS, PERFORMANCE CURVES AND OTHER PERTINENT DATA. EACH SUBMITTAL SHALL INCLUDE IDENTIFICATION TAGS OR SYMBOLS TO MATCH THOSE ON DRAWINGS. PARTIAL SUBMITTALS OR SUBMITTALS WHICH ARE NOT MARKED WITH EQUIPMENT TAGS OR PERFORMANCE DATA WILL BE REJECTED. EQUIPMENT THAT IS NOT SUBMITTED IS TO BE USED AT THE CONTRACTORS OWN RISK REGARDLESS OF BRAND OR MODEL USED.

13. EQUIPMENT IDENTIFICATION: PROVIDE PERMANENT ENGRAVED PLASTIC NAME PLATED FOR ALL EQUIPMENT INSTALLED, INDICATING THE PLAN DESIGNATION OF THE UNIT (AC-), REF, ETC.) AND ALSO THE BUILDING AREA SERVED (CLASSROOMS 2-4, CONFERENCE ROOM, ETC.). STAMPED METAL TAPES APPLIED WITH SELF-CONTAINED ADHESIVE WILL NOT BE ACCEPTABLE. GLUE TO THE INSIDE COVER OF THE COMPRESSOR ACCESS PANEL. A COPY OF THE EQUIPMENT NAMEPLATE SUBMITTAL DATA.

14. CONTRACTOR SHALL VERIFY ALL WORK CONDITIONS PRIOR TO COMMENCING WORK, INCLUDING, BUT NOT LIMITED TO: DIMENSIONS, EQUIPMENT, STRUCTURAL ELEMENTS AND MATERIALS INDICATED AS EXISTING, AS WELL AS THE COORDINATED INSTALLATION OF ALL NEW WORK, MATERIALS, EQUIPMENT, ETC. COORDINATE THE LOCATION OF ALL ROOF MOUNTED EQUIPMENT WITH THE STRUCTURAL ENGINEER.

15. CONTRACTOR SHALL FIELD COORDINATE TERMINATION OF ENVIRONMENTAL AIR DUCT EXHAUST SO THAT THEY TERMINATE NOT LESS THAN 3 FEET FROM A PROPERTY LINE, 10 FEET ABOVE A PUBLIC WAY, AND 3 FEET FROM OPENINGS INTO THE BUILDING. THE DISCHARGE OF DRYER EXHAUST DUCTS SHALL NOT TERMINATE OVER A PUBLIC WAY OR OVER AN AREA WHERE CONDENSATE OR VAPOR COULD CREATE A NUISANCE OR HAZARD. (2025 CMC 502.2.). ENVIRONMENTAL AIR DUCT EXHAUST SHALL TERMINATE NOT LESS THAN 10 FEET FROM A FORCED AIR INLET.

16. SUBMITTAL NOTE: MECHANICAL SYSTEMS DESIGN REFLECT EQUIPMENT SPECIFIED. WHEN EQUIPMENT SUBSTITUTIONS OCCUR AND DUCT DESIGN, DUCT DROPS, GAS INPUT, AND ELECTRICAL SERVICE VARIES FROM THAT SPECIFIED, THEN IT SHALL BE THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR FOR ALL ADDITIONAL ENGINEERING FEES AND OTHER DISCIPLINE CHANGE ORDERS (STRUCTURAL, ELECTRICAL, ARCHITECTURAL, PLUMBING, ETC.) WHEN SUBSTITUTED EQUIPMENT IS USED, AND SHALL BE AT NO EXTRA COST TO THE OWNER.

17. INSTALLATION INSTRUCTIONS FOR ALL LISTED EQUIPMENT SHALL BE MADE AVAILABLE TO THE BUILDING INSPECTOR AT THE TIME OF INSPECTION.

18. ONLY PERMITTED PLANS SHALL BE USED FOR CONSTRUCTION OR BIDDING.

MECHANICAL LEGEND

SYMBOL / ABBREVIATION	DESCRIPTION	SYMBOL / ABBREVIATION	DESCRIPTION
R	DUCT RISE		DUCT DEMO
D	DUCT DROP	U/C	UNDERCUT DOOR
OSA	OUTSIDE AIR	D/L	DOOR LOUVER
SA	SUPPLY AIR	OSA	OUTSIDE AIR
RA	RETURN AIR	ø	DIAMETER OR PHASE
EXH	EXHAUST AIR	ABC	ABOVE CEILING
BD	BALANCE DAMPER	CLG	CEILING
12xIØ	DUCT (WxH)	AP	ACCESS PANEL
12xIØL	ACOUSTICAL LINED DUCTING	CFM	CUBIC FEET PER MINUTE
	DUCT TRANSITION	(E), EXISTING	EXISTING TO BE FIELD VERIFIED BY CONTRACTOR
	SUPPLY, RETURN, EXHAUST RISER	FA, TA	FROM ABOVE, TO ABOVE
TSHC	THERMOSTAT, SENSOR, HUMIDISTAT, CO2	FB, TB	FROM BELOW, TO BELOW
R	RELOCATE, EXTEND/SHORTEN DUCT AS REQUIRED	AFF	ABOVE FINISHED FLOOR
POC	POINT OF CONNECTION	FF	FINISHED FLOOR
M	MOTORIZED DAMPER	/FT	PER FOOT
F	RADIATION FIRE DAMPER	NIMC	NOT IN MECHANICAL CONTRACT
FS	FIRE SMOKE DAMPER	NTS	NOT TO SCALE
SD	DUCT SMOKE DETECTOR	OBD	OPPOSED BLADE DAMPER
	AIRFLOW (OUTLET ARROW)	REF	REFERENCE
	AIRFLOW (INLET ARROW)	TYP	TYPICAL

EQUIPMENT SCHEDULE FOR BID ALTERNATE NO. 3

SYMBOL	DESCRIPTION
HP 1	COOLING CAPACITIES ARE BASED AT 105°F. AMB., 80°F. DB, 67°F. WB, ENTERING AIR TEMPERATURE. HEATING CAPACITIES ARE BASED AT 30°F. SUBSTITUTIONS ALLOWED FOR MANUFACTURERS AND MODELS SIMILAR IN QUALITY AND CAPACITY. PROVIDE MERV 13 FILTERS IN ALL COOLING AND HEATING EQUIPMENT. **FAULT DETECTION AND DIAGNOSTIC CAPABILITY IS REQUIRED FOR ALL NEW DX EQUIPMENT PER CALIFORNIA TITLE 24 SECTION 120.2. OUTDOOR UNIT, HEAT PUMP MANUFACTURER & MODEL: MITSUBISHI TRANE MXZ-SM36TAM-U1 EFFICIENCIES: 23.4 IEER, 12 EER, 4.00 COP AT 47°F, 2.6 COP AT 17°F TOTAL COOLING CAPACITY: 84,000 BTU/H TOTAL HEATING CAPACITY: 89,300 BTU/H ELECTRICAL SERVICE: 208V/ 3PH/ 60HZ MCA: 32 A MOCP: 50 A WEIGHT: 485 LBS
FC 1, FC 2, FC 3, FC 4	INDOOR UNIT, FAN COIL, WALL MOUNTED MANUFACTURER & MODEL: MITSUBISHI TRANE TPKFYP024KM1142B TOTAL COOLING CAPACITY: 21,000 BTU/H SENSIBLE COOLING CAPACITY: 18,470 BTU/H TOTAL HEATING CAPACITY: 22,330 BTU/H AIRFLOW RATE: 510-710 CFM ELECTRICAL SERVICE: 208V/ 1PH/ 60HZ MCA: 0.63 A MOCP: 15 A WEIGHT: 50 LBS PROVIDE EQUIPMENT, CONTROLS, AND ACCESSORIES (INTERFACE ADAPTER, GATEWAY OR T-STAT INTERFACE MODULES, CENTRAL CONTROLLERS, THIRD-PARTY PROTOCOL TRANSLATORS, ETC.) AS REQUIRED TO INTEGRATE INTO ALERTON CONTROLS BUILDING AUTOMATION SYSTEMS
CEF 1	CEILING EXHAUST FAN MANUFACTURER & MODEL: GREENHECK SP-A700-VG AIRFLOW RATE: 510 CFM ELECTRICAL SERVICE: 120V/ 1PH/ 60HZ CONTROL: WITH TIMECLOCK NEC FLA: 4.1 A MCA: 5.1 MOP: 15 WEIGHT: 39 LBS

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EXP. 6-30-2026
MECHANICAL
STATE OF CALIFORNIA

Date Signed: April 15, 2026

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MECHANICAL LEGEND, NOTES, AND SCHEDULES

M1.1

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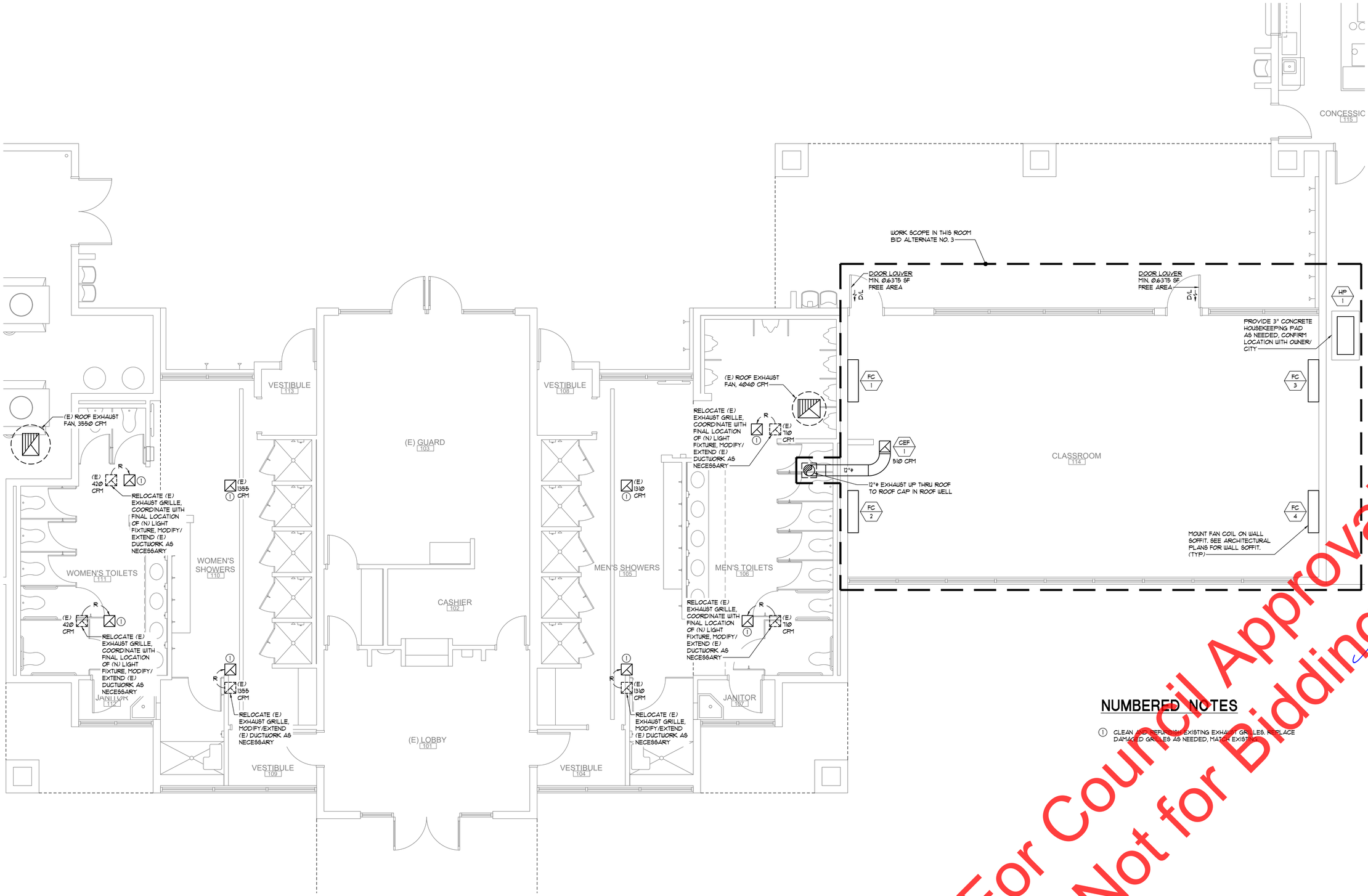

MECHANICAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

1 / M2.1

N

NUMBERED NOTES

1. CLEAN AND REFURBISH EXISTING EXHAUST GRILLES, REPLACE DAMAGED GRILLES AS NEEDED, MATCH EXISTING.

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MECHANICAL
FLOOR PLAN

M2.1

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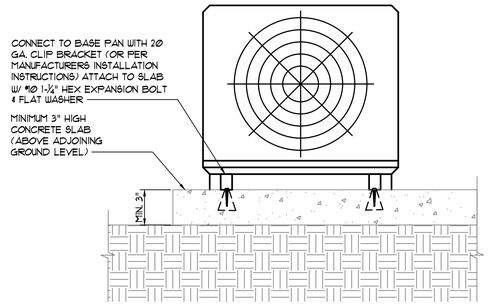
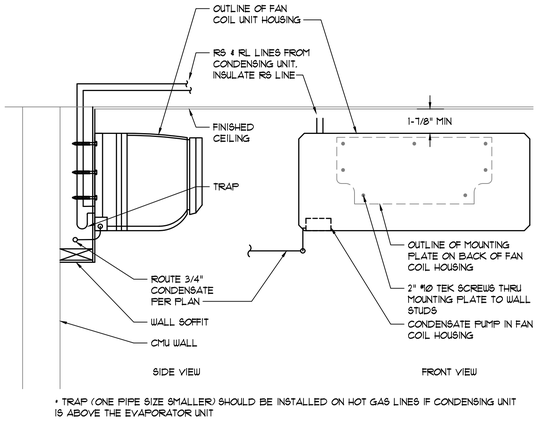


CONDENSING UNIT MOUNTING

SCALE: NONE

4 / M3.1

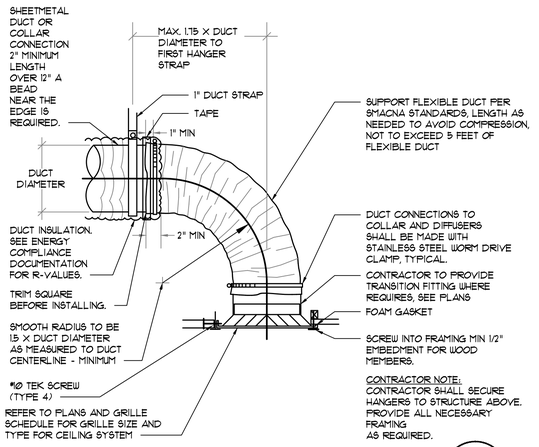


* TRAP (ONE PIPE SIZE SMALLER) SHOULD BE INSTALLED ON HOT GAS LINES IF CONDENSING UNIT IS ABOVE THE EVAPORATOR UNIT

WALL-MOUNTED FAN COIL

SCALE: NONE

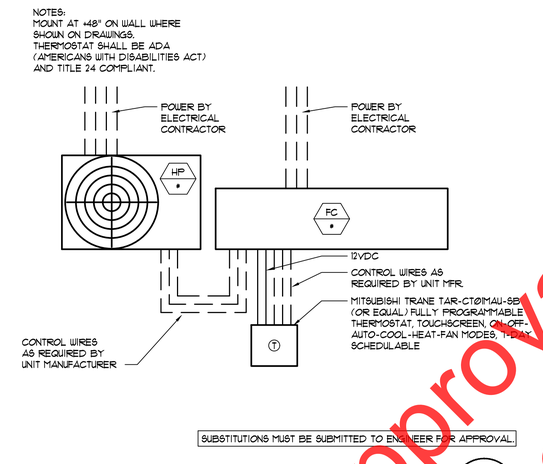
1 / M3.1



HVAC GRILLE

SCALE: NONE

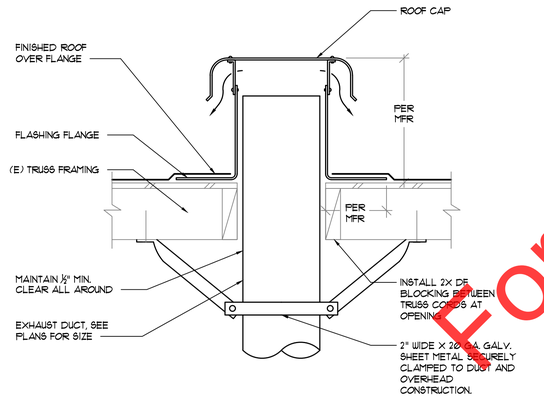
5 / M3.1



HEAT PUMP WIRING

SCALE: NONE

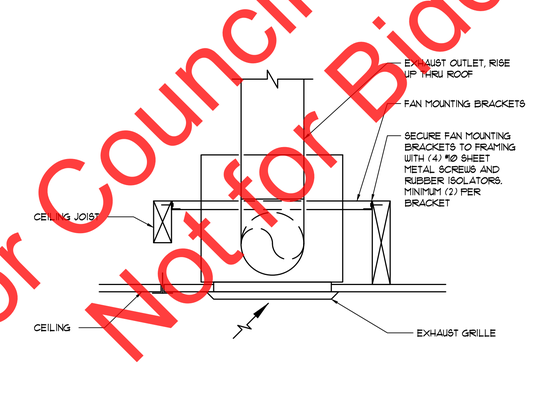
2 / M3.1



ROOF CAP

SCALE: NONE

6 / M3.1



CEILING EXHAUST FAN

SCALE: NONE

3 / M3.1

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MECHANICAL DETAILS

M3.1

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GENERAL PLUMBING NOTES

1. GENERAL PLUMBING NOTES

ALL EQUIPMENT AND MATERIALS USED SHALL BE NEW AND SHALL BE EQUAL IN QUALITY, TYPE, CAPACITY AND ACCESSORIES TO THE EQUIPMENT NOTED ON THE DRAWINGS. ADJUSTMENTS TO CONSTRUCTION AND ACCESSORIES ON SUBSTITUTED EQUIPMENT MAY BE REQUIRED TO ACHIEVE THIS EQUALITY, AND SHALL BE INCLUDED AT NO EXTRA COST TO THE OWNER. MAKE ANY CHANGES IN PIPING, FRAMING, ELECTRICAL, ETC., AS REQUIRED TO ACCOMMODATE SUBSTITUTED EQUIPMENT.

ALL PLUMBING FIXTURES, PIPES AND FITTINGS SHALL MEET THE STANDARDS REFERENCED IN 2025 CA PLUMBING CODE TABLE 1701.1 AND 2025 CA GREEN BUILDING STANDARDS CODE CHAPTER 6 PER 2025 CA GREEN BUILDING STANDARDS CODE SECTION 5.303.6.

INSTALL ALL EQUIPMENT AND MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES. APPLICABLE CODES SHALL INCLUDE, BUT NOT BE LIMITED TO THE 2025 EDITIONS OF THE CA MECHANICAL CODE, CA PLUMBING CODE, CA FIRE CODE, AND CA CODE OF REGULATIONS (CCR) TITLE 24 BUILDING ENERGY EFFICIENCY STANDARDS. WHERE HEAVIER GAGES OF MATERIAL, LARGER SIZES OR MORE STRINGENT REQUIREMENTS THAN THE CODES ARE REQUIRED BY THE CONTRACT DOCUMENTS, SUCH INCREASED REQUIREMENTS SHALL APPLY.

UNLESS SUBMITTED ELECTRONICALLY, PROVIDE SIX COPIES OF SUBMITTALS WITH MANUFACTURER'S OPERATING AND MAINTENANCE DATA FOR ALL ITEMS OF EQUIPMENT INSTALLED. INDICATE THE EXACT MODEL(S) OF EQUIPMENT, WHERE THE MANUFACTURER'S DATA INCLUDES MODELS OTHER THAN THOSE INSTALLED. BIND THE INFORMATION IN 3 RING BINDERS, WITH DIFFERENT TYPES OF EQUIPMENT INDEXED. PROVIDE A SHEET INDICATING THE CONTRACTOR'S (AND SUBCONTRACTOR'S) NAMES, ADDRESSES AND TELEPHONE NUMBERS. INCLUDE ALSO THE PREFERRED SOURCES OF SPARE PARTS FOR THE EQUIPMENT INSTALLED, INCLUDING ADDRESSES, TELEPHONE NUMBERS, ETC.

CONTRACTOR SHALL VERIFY ALL WORK CONDITIONS, PRIOR TO COMMENCING WORK, INCLUDING, BUT NOT LIMITED TO: PIPING SIZES, INVERT ELEVATIONS, POINTS OF CONNECTION, FIXTURES AND EQUIPMENT, STRUCTURAL ELEMENTS AND MATERIALS INDICATED AS EXISTING, AS WELL AS THE COORDINATED INSTALLATION OF ALL NEW WORK, MATERIALS, EQUIPMENT, ETC. VERIFY THE LOCATION AND REQUIRED PIPING CONNECTIONS OF ALL HVAC OR OTHER MECHANICAL EQUIPMENT. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO TRENCHING OR COMMENCING OTHER WORK. CONTRACTOR SHALL VERIFY SIZE OF EXISTING GAS METER IS ADEQUATE WITH PG&E BEFORE STARTING CONSTRUCTION.

MECHANICAL EQUIPMENT AND IDENTIFICATION TAGS SHOWN ON DRAWINGS ARE FOR THE COORDINATION OF UTILITIES ONLY, REFER TO MECHANICAL DRAWINGS FOR EQUIPMENT SPECIFICATIONS.

ALL FIELD TESTS SHALL BE OBSERVED BY THE AUTHORITY HAVING JURISDICTION.

2. GAS PIPING

MATERIALS:
BLACK STEEL, ASTM A-53, WITH MALLEABLE STEEL FITTINGS. PIPE SHALL BE COATED. PIPE SIZES 2½" AND OVER SHALL HAVE WELDED JOINTS, SIZES 2" AND SMALLER MAY BE THREADED OR WELDED, AT CONTRACTOR'S OPTION, EXCEPT THAT ALL PIPING UNDERGROUND SHALL BE WELDED REGARDLESS OF SIZE. CONTRACTOR MAY USE POLYETHYLENE PIPING WITH TRACE WIRE FOR UNDERGROUND PIPING ONLY.

INSTALLATION NOTES:
WRAP UNDERGROUND COUPLINGS IN 6ML TAPE. PAINT ALL EXPOSED PIPING WITH RUST INHIBITING PAINT. GAS PIPING BELOW GRADE SHALL BE WRAPPED AS DESCRIBED FOR WATER PIPING, OR, AT CONTRACTOR'S OPTION, MAY HAVE EXTRU-COAT OR SIMILAR COVERING. ALL FIELD JOINTS SHALL BE WRAPPED AS FOR BARE PIPING JOINTS. PLACE EXTRU-COAT GAS PIPING IN A SAND OR SIEVED EARTH BED, WITH SIMILAR COVERING TO A LEVEL OF 4" ABOVE TOP OF PIPE.

TESTING:
PRESSURE TEST ALL GAS PIPING FOR TWO HOURS AT 60 PSIG OR HIGHER. FIND LEAKS USING SOAP AND WATER OR SIMILAR MATERIALS AT ALL JOINTS. REPAIR ANY LEAKS FOUND BY REMAKING THE JOINT. DO NOT USE CAULKING OR SIMILAR METHODS TO CORRECT LEAKS. RESET AFTER REPAIRING LEAKS. UPON REPAIRING ANY LEAKS FOUND, RETEST THAT PORTION OF THE SYSTEM AS DESCRIBED ABOVE.

3. SANITARY SEWER, STORM WATER, VENT PIPING

MATERIALS:
SANITARY SEWER AND VENT: POLY VINYL CHLORIDE (PVC) OR ACRYLONITRILE-BUTADIENE-STYRENE (ABS) PLASTIC PIPE. ALL PIPE, COUPLINGS AND FITTINGS SHALL BE MANUFACTURED OF MATERIAL CONFORMING TO ASTM D1785, D2661, D2665, D2680, F628, SOLVENT CEMENT FOR PLASTIC PIPE SHALL CONFORM TO ASTM D2564, D2235, D3138. PLASTIC PIPING SHALL NOT BE USED IN PLENUMS.

SANITARY SEWER AND VENT EXPOSED OR IN RETURN AIR PLENUM OR SANITARY SEWER FROM URINALS: CAST IRON SOIL PIPE AND FITTINGS, ASPHALTIC COATED, CONFORMING TO CAST IRON SOIL PIPE INSTITUTE STANDARD #301 AND SO STAMPED. JOINTS SHALL BE HUBLESS PIPE AND FITTINGS SHALL CONFORM TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, THE CAST IRON SOIL PIPE INSTITUTE STANDARD 310 AND LOCAL CODE REQUIREMENTS. HUBLESS COUPLING GASKETS SHALL CONFORM TO ASTM STANDARD B302, B306, C564.

STORM WATER ABOVE GROUND SANITARY SEWER: SERVICE WEIGHT CAST IRON SOIL PIPE AND FITTINGS, NO-HUB OR EQUAL, OR SCHEDULE 40 GALVANIZED STEEL PIPE WITH BLACK CAST IRON DRAINAGE FITTINGS.

INSTALLATION NOTES:
CAREFULLY GRADE ALL SANITARY SEWER PIPING TO ENSURE A UNIFORM SLOPE IS ACHIEVED, WITHOUT ANY DIPS OR HIGH POINTS IN THE PIPING. UNLESS OTHERWISE NOTED, UNDER SLAB SANITARY SEWER PIPING SHALL BE SLOPED AT ¼" PER FOOT.

CAREFULLY TRENCH FOR ALL UNDERGROUND PIPING, AVOID OTHER UTILITIES, AND REPAIR ANY DAMAGES CAUSED BY THE WORK OF THIS CONTRACT. PROVIDE PROPER SHORING FOR ALL DEEP TRENCHES, AS REQUIRED BY THE SAFETY REGULATIONS OF THE STATE, AND BY OSHA. PROVIDE ALL REQUIRED BARRICADES, WARNING SIGNS, ETC. CAP ALL PIPING ENDS AT THE CLOSE OF THE DAY'S WORK TO PREVENT ENTRY OF FOREIGN MATERIALS. FLUSH PIPING OF ALL DEBRIS BEFORE CONNECTING TO FIXTURES.

EMBED ALL UNDERGROUND PIPING, IN SIEVED EARTH FOR A DEPTH OF 4" ABOVE THE PIPE, 12" MIN. COVER. SMOOTH THE TRENCHING BELOW THE PIPING FREE FROM ANY ROCKS OR SIMILAR OBSTRUCTIONS AND PROVIDE SPACE FOR BELLS OR MECHANICAL JOINTS FOR ALL SANITARY SEWER PIPING. LATERALLY BRACE PIPING TO PREVENT PIPE MOTION DURING BACK FILLING OPERATIONS. PROVIDE TRAPS FOR ALL FIXTURES. TRAPS FOR SINKS AND LAVATORIES SHALL BE BRASS, 17 GAGE MINIMUM THICKNESS WITH INTEGRAL CLEANOUT MODEL DEERBORN BRASS OR SIMILAR.

CLEANOUT FITTINGS SHALL BE NOT LESS IN SIZE: 1½" PIPE-1½" CLEANOUT, 2" PIPE-1½" CLEANOUT, 2½" PIPE-2½" CLEANOUT, 3" PIPE-2½" CLEANOUT, 4" AND LARGER PIPE-3½" CLEANOUT. WALL CLEAN OUT: WADE 8480-C CLEANOUT TEE W/ WALL ACCESS COVER, DURA-COATED CAST IRON BODY, GAS AND WATER TIGHT BRONZE PLUG AND STAINLESS STEEL WALL ACCESS COVER WITH SECURING SCREW. FLOOR CLEAN OUT: WADE 6000-STD GAS AND WATER-TIGHT TAPERED THREADED PLUG AND ROUND POLISHED NICKEL BRONZE SCORIATED ADJUSTABLE TOP.

PROVIDE WALL OR FLOOR CLEANOUT AT END OF ALL BRANCH FIXTURE RUNS.

PER CPC 906.2 EACH VENT SHALL TERMINATE NOT LESS THAN 10 FEET FROM, OR NOT LESS THAN 3 FEET ABOVE, AN OPENABLE WINDOW, DOOR OPENING, AIR INTAKE, OR VENT SHAFT, OR NOT LESS THAN 3 FEET IN EVERY DIRECTION FROM A LOT LINE, ALLEY AND STREET EXCEPTED. ABS AND PVC PIPING EXPOSED TO SUNLIGHT SHALL BE PROTECTED BY WATER BASED SYNTHETIC LATEX PAINT.

PROVIDE WRAP ON SANITARY PIPING UNDER ACCESSIBLE PLUMBING FIXTURES. PLUMBEREX "PRO-EXTREME" ONE-PIECE PROTECTOR WITH FULL ROTATION OPTION, AND 3-M DUAL LOCK FASTENERS SECURED WITH SELF LOCKING NYLON STRAPS. INSULATE RAIN WATER CONDUCTORS WHICH PASS THROUGH OCCUPIED AREAS WITH ½" THICK FIBERGLASS.

TESTING:
TEST ALL SANITARY SEWER PIPING FOR 8 HOURS BY CAPPING OR PLUGGING ALL JOINTS TO A LEVEL OF THE HIGHEST FIXTURE OR FITTING, FILLING THE SYSTEM WITH WATER, AND OBSERVING FOR LEAKS. TEST UNDERGROUND SECTION OF PIPE WITH A RISER TO ACHIEVE THE PRESSURE EQUIVALENT TO THE HIGHEST FIXTURE OR FITTING. REPAIR ANY LEAKS FOUND BY REMAKING THE JOINT. DO NOT USE CAULKING OR SIMILAR METHODS TO CORRECT LEAKS. UPON REPAIRING ANY LEAKS FOUND, RETEST THAT PORTION OF THE SYSTEM AS DESCRIBED ABOVE.

4. DOMESTIC WATER

DESCRIPTION:
TYPE K BELOW GRADE, TYPE L ABOVE GRADE, COPPER TUBING, HARD-TEMPER, WITH WROUGHT COPPER FITTINGS. SOLDERING / BRAZING MATERIAL SHALL BE LEAD FREE, SILVER SOLDER BELOW GRADE, 95-5 OR SIMILAR PLASTIC SLEEVE ALL UNDERGROUND PIPES. CAPPED OR PLUGGED OUTLETS SHALL BE SCHEDULE 40 SCREWED BRASS PIPING SHALL BE ASTM B42, B75, B88.

PEX PIPING: IF SUBSTITUTED, CONTRACTOR SHALL PROVIDE REVISED PIPING PLAN AND CALCULATIONS BASED UPON MANUFACTURERS RECOMMENDATIONS. PIPING SHALL BE PEX-A, ASTM F876, F877 PER TABLE 604.1.

CPVC PIPING: IF SUBSTITUTED, CONTRACTOR SHALL PROVIDE REVISED PIPING PLAN AND CALCULATIONS BASED UPON MANUFACTURERS RECOMMENDATIONS. PIPING SHALL BE ASTM D1785, D2564, D2846, F441 AND F438 SCHEDULE 40 PER TABLE 604.1.

INSTALLATION NOTES:
SLOPE ALL WATER PIPING TO ELIMINATE AIR.

PROVIDE WATER HAMMER ARRESTORS, AT END OF HOT AND COLD WATER BRANCHES SERVING QUICK ACTION VALVES, I.E. FLUSH VALVES, CLOTHES WASHERS, ETC. FIXTURES. A MECHANICAL SHOCK ABSORBER MAY BE UTILIZED FOR A BATTERY OF FIXTURES, PROVIDED THE ABSORBER IS SIZED FOR THE MAIN LINE SERVING THE BATTERY OF FIXTURES, SIMILAR TO PPP MODEL SC750.

PER CPC 609.10(2) CHLORINATE ALL NEW WATER PIPING FOR A PERIOD OF 24 HOURS, BY CHARGING WITH A CHLORINE SOLUTION TO ACHIEVE A 50 PPM STRENGTH AT THE FIXTURE FURTHEST FROM THE POINT OF APPLICATION. UPON COMPLETION OF CHLORINATION, FLUSH ALL PIPING UNTIL NO CHLORINE CAN BE DETECTED BY TASTE. AFTER CHLORINATION AND ALL TESTING HAS BEEN COMPLETED, CLEAN ALL FIXTURE STRAINERS.

PROVIDE STOPS FOR ALL FIXTURES. STOPS SHALL HAVE THREADED INLETS, SIMILAR TO NIBCO 7155A. STOPS WITH BRAZED, SOLDERED OR COMPRESSION INLET CONNECTIONS WILL NOT BE ALLOWED. PROVIDE 3 WAY HW ANGLE STOP FOR DISHWASHER.

PROVIDE ELBOWS AT ALL PIPING PENETRATIONS OF WALLS TO STOPS. ELBOWS SHALL HAVE NAILING EARS AND SHALL BE SECURELY FASTENED TO THE STRUCTURE. NIPPLES THROUGH THE WALLS SHALL BE IPS WEIGHT THREADED COPPER OR BRASS.

PROVIDE WRAP ON HOT AND COLD WATER PIPING UNDER ACCESSIBLE PLUMBING FIXTURES. PLUMBEREX "PRO-EXTREME" ONE-PIECE PROTECTOR WITH FULL ROTATION OPTION AND 3-M DUAL LOCK FASTENERS SECURED WITH SELF LOCKING NYLON STRAPS. WRAP ALL HOT WATER SUPPLY AND RETURN PIPING WITH K-FLEX INSUL-TUBE, FLEXIBLE ELASTOMERIC CLOSED-CELL THERMAL INSULATION OR EQUAL. FOR PIPE SIZES LESS THAN 1", INSULATION THICKNESS SHALL BE 1". FOR PIPE SIZES 1" AND LESS THAN OR EQUAL TO 1½", INSULATION THICKNESS SHALL BE 1½". FOR PIPE SIZES 2" AND GREATER, INSULATION THICKNESS SHALL BE 2". INSULATION HAS A FLAME-SPREAD INDEX OF LESS THAN 25 AND A SMOKE-DEVELOPED INDEX OF LESS THAN 50. TAPE ALL BUTTED JOINTS WITH TAPE AS RECOMMENDED BY THE MANUFACTURER. USE ENLARGED SECTIONS AT FITTINGS, WHERE REQUIRED, AND MITERED JOINTS AT ELBOWS, ETC.

TESTING:
TEST WATER PIPING WITH AIR AT 100 PSIG FOR EIGHT HOURS, OBSERVING FOR ANY VISIBLE LEAKS. TEST PIPING AGAIN WITH FIXTURES INSTALLED AT 60 PSIG. REPAIR ANY LEAKS FOUND BY REMAKING THE JOINT. DO NOT USE CAULKING, LEAD OR SIMILAR METHODS TO CORRECT LEAKS. UPON REPAIRING ANY LEAKS FOUND, RETEST.

5. CONDENSATE

DESCRIPTION:
TYPE DWV COPPER TUBING AND FITTINGS FOR ROOF APPLICATIONS (PVC PIPING WILL ONLY BE ACCEPTABLE INDOORS EXCEPT IN RETURN AIR PLENUMS)

INSTALLATION NOTES:
ROUTE CONDENSATE PIPING FROM EQUIPMENT TO NEAREST APPROVED RECEPTOR. ALL CONDENSATE SYSTEMS SHALL TERMINATE INTO THE STORM DRAINAGE SYSTEM, UNLESS NOTED OTHERWISE, AND SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE LOCAL AND STATE CODES. CONNECT TO EQUIPMENT COMPLETE WITH VENTED P-TRAP.

6. ALL PIPING

INSTALLATION NOTES:
PROVIDE PERMANENT CLEVIS TYPE HANGERS FOR ALL PIPING. WIRE, ROPE, WOOD BLOCKING OR PERFORATED METAL TAPE WILL NOT BE ACCEPTED. PROVIDE PLASTIC WRAPPING OF PIPE WHERE DISSIMILAR METALS OCCUR, SUCH AS BETWEEN COPPER AND IRON PIPING AND SUPPORTS.

PROVIDE CHROME PLATED ESCUTCHEON PLATES ON ALL PIPES PASSING THROUGH WALLS OR CEILINGS. ALL EXPOSED PIPING SHALL BE CHROME PLATED.

CATHODIC PROTECTION: WRAP ALL COPPER OR STEEL WATER PIPING UNDER FLOOR OR BELOW GRADE WITH TWO LAYERS OF PABCO-WRAP, OR SIMILAR MATERIALS, INCLUDING ALL JOINTS. WRAP WATER, WASTE AND GAS PIPING THROUGH THE FLOOR SLAB WITH ½" THICK FIBERGLASS, 2" ABOVE AND BELOW THE SLAB SURFACES.

7. ONLY PERMITTED PLANS SHALL BE USED FOR CONSTRUCTION OR BIDDING.

BID ALTERNATE NO. 2

SYMBOL	DESCRIPTION
EDF 1	ELECTRIC DRINKING FOUNTAIN AND BOTTLE FILLER: ELKAY #LZS8WSLP, NO LEAD, WALL MOUNTED, BOTTLE FILLER WITH ELECTRONIC SENSOR AND SINGLE ADA COOLER WITH ELECTRONIC FRONT AND SIDE BUBBLER PUSHBAR, REFRIGERATED, 8.0 GPH. 120 V/1 Ph/60 Hz ELECTRICAL SERVICE, 5.0 FLA, 370 WATTS. WEIGHT: 85 LBS. UNIT SHALL CONFORM TO ANSI/NSF 61 SECTION 9-1997B, ADA AND TITLE 24 REQUIREMENTS FOR ACCESSIBLE INSTALLATIONS.

BID ALTERNATE NO. 7

SYMBOL	DESCRIPTION
EDF 2	ELECTRIC DRINKING FOUNTAIN AND BOTTLE FILLER: ELKAY #LZSTL8WSLP, NO LEAD, WALL MOUNTED, BOTTLE FILLER WITH ELECTRONIC SENSOR AND BI-LEVEL ADA COOLER WITH ELECTRONIC FRONT AND SIDE BUBBLER PUSHBAR, REFRIGERATED, 8.0 GPH. 120 V/1 Ph/60 Hz ELECTRICAL SERVICE, 5.0 FLA, 370 WATTS. WEIGHT: 104 LBS. UNIT SHALL CONFORM TO ANSI/NSF 61 SECTION 9-1997B, ADA AND TITLE 24 REQUIREMENTS FOR ACCESSIBLE INSTALLATIONS.

A

FIXTURE PIPING CHART

DESCRIPTION	SYMBOL	VENT (IN)	WASTE PIPE (IN)		CW PIPE (IN)		HW PIPE (IN)	
			BRANCH	OUTLET	BRANCH	OUTLET	BRANCH	OUTLET
WATER CLOSET, FV	WC	2	3	3	1¼	1	-	-
URINAL, WALL	UR	1½	2	2	1	¾	-	-
LAVATORY	L	1½	2	1½	¾	½	¾	½
SINK	S	1½	2	1½	¾	½	¾	½
SERVICE SINK, 2"	SS	1½	2	2	¾	¾	¾	¾
DRINKING FOUNTAIN	DF	1½	2	1½	¾	½	-	-
SHOWER / LINEAR DRAIN	SH / LD	1½	2	2	¾	½	¾	½
FLOOR DRAIN, 2"	FD	2	2	2	-	-	-	-
FLOOR DRAIN, 3"	FD	2	3	3	-	-	-	-
TRAP PRIMER	TP	-	-	-	½	½	-	-
WATER HAMMER ARRESTER	WHA	-	-	-	-	-	-	-

PLUMBING LEGEND

SYMBOL / ABBREVIATION	DESCRIPTION	SYMBOL / ABBREVATION	DESCRIPTION
	SANITARY SEWER BELOW GRADE/SLAB UNLESS OTHERWISE SPECIFIED	WHA	WATER HAMMER ARRESTOR
GW	GREASE WASTE BELOW GRADE/SLAB UNLESS OTHERWISE SPECIFIED	TP	TRAP PRIMER
	VENT PIPING	FD	FLOOR DRAIN
	COLD WATER PIPING	FS	FLOOR SINK
	HOT WATER PIPING	HB	HOSE BIBB
	HOT WATER RETURN PIPING	POC	POINT OF CONNECTION
T	TEMPERED WATER PIPING	FF	FINISH FLOOR
G	GAS PIPING - PRESSURE NOTED	CLG	CEILING
CA	COMPRESSED AIR PIPING	US, UF, UG	UNDER SLAB/FLOOR/GROUND
FS	FIRE SPRINKLER PIPING	IE	INVERT ELEVATION
SD	STORM DRAIN PIPING	TDL	TOTAL DEVELOPED LENGTH
CD	CONDENSATE DRAIN PIPING	(E), EXISTING	EXISTING TO BE FIELD VERIFIED BY CONTRACTOR
P&TR	PRESSURE AND TEMPERATURE RELIEF PIPING	RD, OD	ROOF DRAIN, OVERFLOW DRAIN
	EXISTING PIPING OR FIXTURE TO BE REMOVED	SS, SSD	SANITARY SEWER, SANITARY SEWER DROP
	UNION	V, VR, VTR	VENT, VENT RISER, VENT THRU ROOF
GV	GATE VALVE, IN RISER/DROP	CW, CWD, CWR	COLD WATER, COLD WATER DROP, COLD WATER RISER
BV/VB	BALL VALVE IN VALVE BOX	HW, HWD, HWR	HOT WATER, HOT WATER DROP, HOT WATER RISER
CHV	CHECK VALVE	TW, TWD, TWR	TEMPERED WATER, TEMPERED WATER DROP, TEMPERED WATER RISER
BV	BALANCING VALVE	HWR	HOT WATER RETURN
CO, WCO	CLEANOUT, WALL CLEANOUT	NTS	NOT TO SCALE
GCO, FCO	GRADE OR FLOOR CLEAN OUT	TYP	TYPICAL
D	PIPE DROP/ PIPE TEE DROP	NIPC	NOT IN PLUMBING CONTRACT
R	PIPE RISER/ PIPE TEE RISER		

EQUIPMENT SCHEDULE

SYMBOL	DESCRIPTION
	PLUMBING CONTRACTOR SHALL FURNISH AND INSTALL FIXTURES IN THIS SCHEDULE OR THEIR APPROVED EQUIVALENT. REFER TO ARCHITECTURAL DRAWINGS FOR ALL MOUNTING HEIGHTS OF FIXTURES. ALL WATER FIXTURES TO BE LEAD FREE. *FIXTURE COMPLIES WITH CALIFORNIA GREEN BUILDING STANDARDS DIVISION 5.3 FOR WATER EFFICIENCY AND CONSERVATION.
*WC-1	ACCESSIBLE WATER CLOSET: AMERICAN STANDARD #3351.101 AFWALL WALL MOUNTED, FLUSH VALVE TYPE, WHITE VITREOUS CHINA, ELONGATED DIRECT-FED SIPHON JET ACTION BOWL, BOLT CAPS, TOP SPUD, SLOAN UPPERCUT #WES111 EXPOSED MANUAL FLUSHOMETER, DUAL FLUSH, 1.1/1.6 GPF, TRIP LEVER ON "OPEN" SIDE AND BEMIS 1055SSC OPEN FRONT SEAT LESS COVER. CARRIER FITTING BY ZURN. ALL COMPONENTS SHALL BE WHITE. UNIT SHALL CONFORM TO ADA AND TITLE 24 REQUIREMENTS FOR ACCESSIBLE INSTALLATIONS.
*WC-2	ACCESSIBLE WATER CLOSET: AMERICAN STANDARD #3351.101 AFWALL WALL MOUNTED, FLUSH VALVE TYPE, WHITE VITREOUS CHINA, ELONGATED DIRECT-FED SIPHON JET ACTION BOWL, BOLT CAPS, TOP SPUD, SLOAN UPPERCUT #WES111 EXPOSED MANUAL FLUSHOMETER, DUAL FLUSH, 1.1/1.6 GPF, TRIP LEVER ON "OPEN" SIDE AND BEMIS 1055SSC OPEN FRONT SEAT LESS COVER. CARRIER FITTING BY ZURN. ALL COMPONENTS SHALL BE WHITE.
*UR-1	ACCESSIBLE URINAL: AMERICAN STANDARD #6590.001 WASHBROOK FLOWISE, WHITE VITREOUS CHINA, WALL MOUNTED, SIPHON JET ACTION 0.125 GPF, 3/4" INLET SPUD, FLUSHING RIM, WALL HANGER, SLOAN ROYAL #186-0.125DBP FLUSH VALVE. UNIT SHALL CONFORM TO ADA AND TITLE 24 REQUIREMENTS FOR ACCESSIBLE INSTALLATIONS.
*UR-2	URINAL: AMERICAN STANDARD #6590.001 WASHBROOK FLOWISE, WHITE VITREOUS CHINA, WALL MOUNTED, SIPHON JET ACTION 0.125 GPF, 3/4" INLET SPUD, FLUSHING RIM, WALL HANGER, SLOAN ROYAL #186-0.125DBP FLUSH VALVE.
*L 1 (A)	(A) LAVATORY: AMERICAN STANDARD #0476.028 AQUALYN OVAL COUNTER TOP, VITREOUS CHINA, SELF-RIMMING, FRONT OVERFLOW WITH SLOAN SF-2300-PLG-TEE-CP-0.5GPM-MLM-FCT FAUCET, PLUG ADAPTER POWER SUPPLY, POLISHED CHROME FINISH, INFRARED SENSOR, 0.5 GPM FLOW, FACTORY DEFAULT 0.25 GAL/CYCLE AND 30-SEC TIMEOUT, MULTI-LAMINAR SPRAY, AND METAL GRID DRAIN ASSEMBLY. 120V/1PH/60HZ ELECTRICAL. INSULATE HOT WATER AND WASTE PIPING. UNIT SHALL CONFORM TO ADA AND TITLE 24 REQUIREMENTS FOR ACCESSIBLE INSTALLATIONS.
*SH-1	(A) SHOWER: SLOAN #AC-51-1.8GPM-CP ACT-O-MATIC SHOWERHEAD, 1.8 GPM, POLISHED CHROME, SELF-CLEANING. PROVIDE WITH SHOWER ARM AND FLANGE, PRESSURE-BALANCING VALVE WITH CORROSION-RESISTANT BODY, SERVICEABLE CARTRIDGE MATCHED TO VALVE BODY, BUILT-IN STOPS, SINGLE HANDLE VALVE CONTROL WITH ADA-COMPLIANT METAL 3-POINT DESIGN/TRI-STAR/TRI-WING HANDLE, TEMPERATURE LIMIT STOP, METAL ESCUTCHEON PLATE, HOT/COLD TEMPERATURE IDENTIFICATION INDICATORS.
*SH-2	SHOWER: SYMMONS #S9608PLR15TRM ORIGINS PRESSURE BALANCED SHOWER SYSTEM, INCLUDES 1.5 GPM SHOWER HEAD, DIVERTER, HANDLES, HAND SHOWER WITH 60" HOSE, 36" SLIDE BAR, VALVE TRIM AND WALL SUPPLY. PROVIDE WITH SYMMONS TEMPTROL PRESSURE-BALANCING VALVE. UNIT SHALL CONFORM TO ADA AND TITLE 24 REQUIREMENTS FOR ACCESSIBLE INSTALLATIONS.
TD	TRENCH DRAIN: COVER ONLY, MATCH EXISTING
FD	FLOOR DRAIN: ZURN #Z415-BZ1, 5" DIAMETER NICKEL BRONZE TOP WITH 2" PIPE, AND FLANGE
CDP 1, CDP 2, CDP 3, CDP 4	CONDENSATE PUMP: LITTLE GIANT MODEL VCMA20ULS, 1/30 HP, 93 WATTS, 115 V/1 PH/60 HZ ELECTRICAL SERVICE, 1.5 AMPS, PLUG DISCONNECT, 1/2 GALLON TANK CAPACITY, 25 GPH AT 15' HEAD. INCLUDES SAFETY SWITCH, 6' POWER CORD, THERMAL OVERLOAD PROTECTOR, NYLON SUMP PAN, CONTROL FLOAT AND FILTER SCREEN.

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REGISTERED PROFESSIONAL ENGINEER
RICKERT C. HENRIKSEN
No. M-029816
EXP. 6-30-2026
MECHANICAL
STATE OF CALIFORNIA

Date Signed: April 15, 2026

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.17.26	Plan Check Response

PLUMBING LEGEND, NOTES, AND SCHEDULES

P1.1

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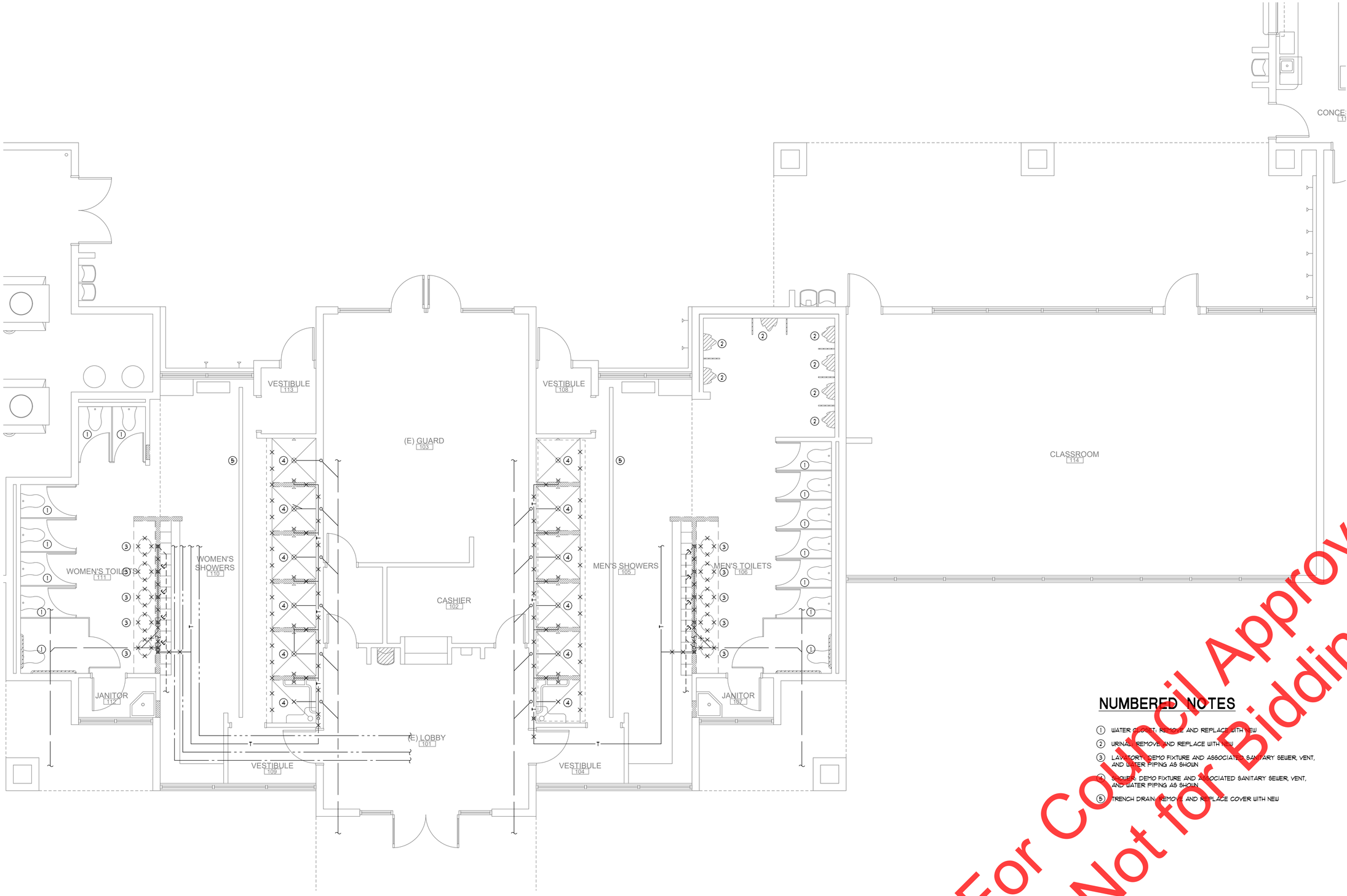

NUMBERED NOTES

1. WATER CLOSET: REMOVE AND REPLACE WITH NEW
2. URINAL: REMOVE AND REPLACE WITH NEW
3. LAVATORY: DEMO FIXTURE AND ASSOCIATED SANITARY SEWER, VENT, AND WATER PIPING AS SHOWN
4. SHOWER: DEMO FIXTURE AND ASSOCIATED SANITARY SEWER, VENT, AND WATER PIPING AS SHOWN
5. TRENCH DRAIN: REMOVE AND REPLACE COVER WITH NEW

PLUMBING DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

1 / P2.1

N

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PLUMBING
DEMOLITION PLAN

P2.1

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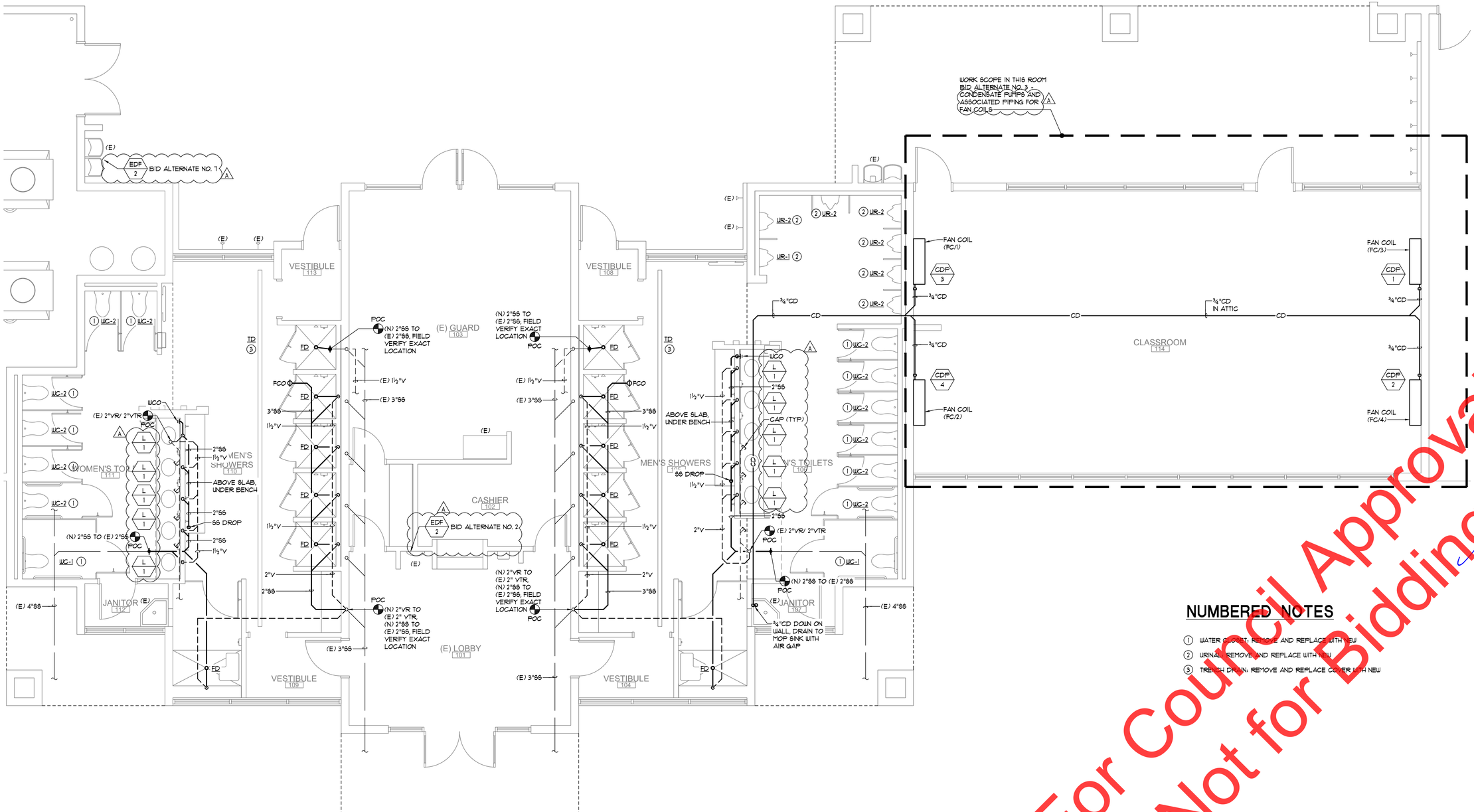

PLUMBING FLOOR PLAN - WASTE AND VENT

SCALE: 1/4" = 1'-0"

1 / P2.2

N

NUMBERED NOTES

1. WATER CLOSET: REMOVE AND REPLACE WITH NEW
2. URINAL: REMOVE AND REPLACE WITH NEW
3. TRENCH DRAIN: REMOVE AND REPLACE COVER WITH NEW

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PLUMBING
FLOOR PLAN -
WASTE AND VENT

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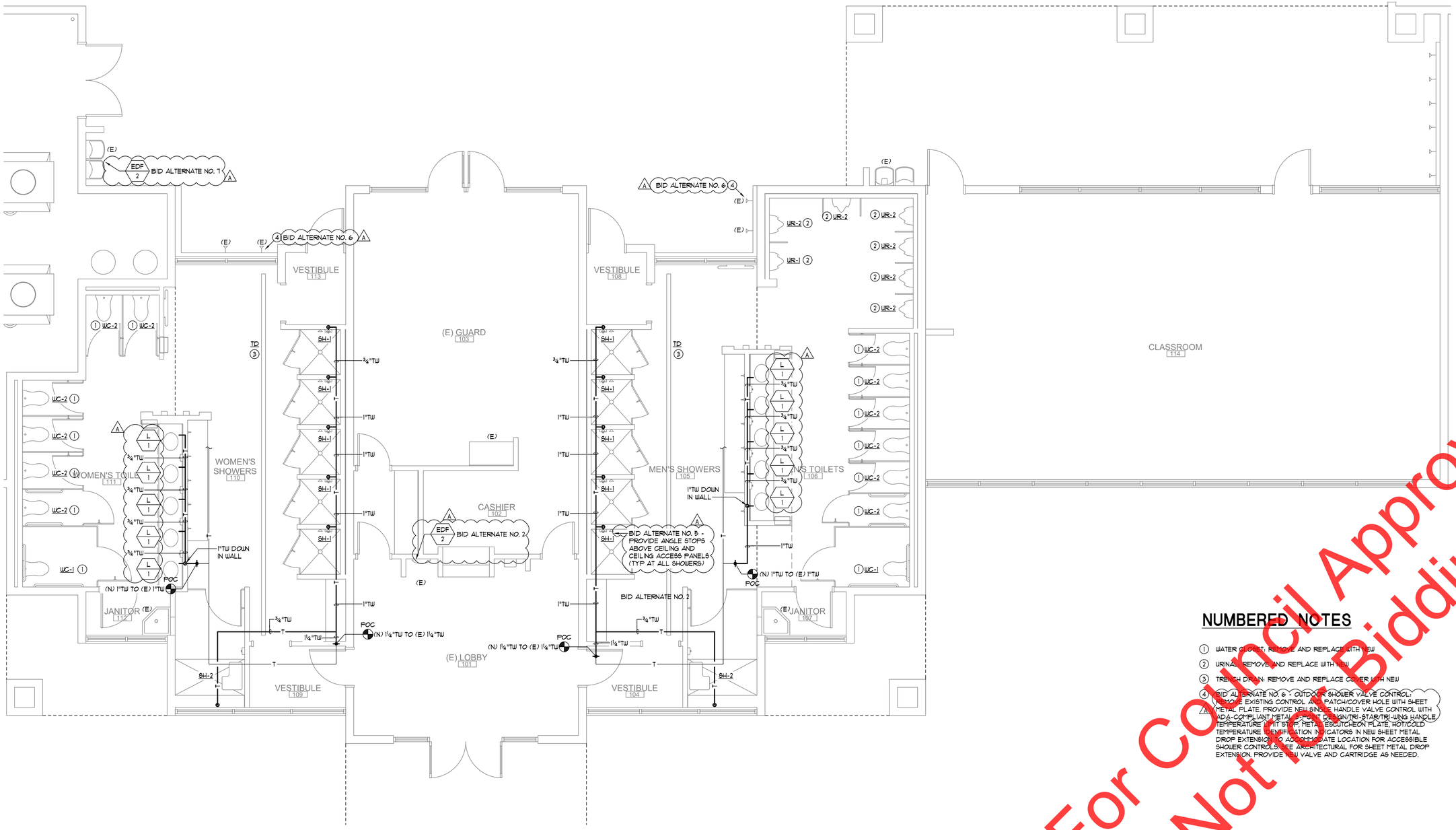

PLUMBING FLOOR PLAN - WATER

SCALE: 1/4" = 1'-0"

1 / P2.3

N

NUMBERED NOTES

1. WATER CLOSET: REMOVE AND REPLACE WITH NEW
2. URINAL: REMOVE AND REPLACE WITH NEW
3. TRENCH DRAIN: REMOVE AND REPLACE COVER WITH NEW
4. BID ALTERNATE NO. 6 - OUTDOOR SHOWER VALVE CONTROL: REMOVE EXISTING CONTROL AND PATCH/COVER HOLE WITH SHEET METAL PLATE. PROVIDE NEW SINGLE HANDLE VALVE CONTROL WITH ADA-COMPLIANT METAL 3-POINT DESIGN/TRI-STAR/TRI-WING HANDLE TEMPERATURE LIMIT STOP, METAL ESCUTCHEON PLATE, HOT/COLD TEMPERATURE IDENTIFICATION INDICATORS. IN NEW SHEET METAL DROP EXTENSION TO ACCOMMODATE LOCATION FOR ACCESSIBLE SHOWER CONTROLS. SEE ARCHITECTURAL FOR SHEET METAL DROP EXTENSION. PROVIDE NEW VALVE AND CARTRIDGE AS NEEDED.

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PLUMBING FLOOR PLAN - WATER

P2.3

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STATE OF CALIFORNIA

Envelope Component Approach

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-ENV-E
This document is used to demonstrate compliance with mandatory requirements in §110.8(g) and §120.7(b)/ §160.1 for newly constructed nonresidential, hotel/ motel, multifamily and mixed-use buildings, and §141.0(b)1/ §180.2 for alterations, related to roof, wall and floor assemblies. It is also used to demonstrate compliance with prescriptive requirements in §140.3/ §170.2 for newly constructed buildings, and §141.0/ §180.1/ §180.2 for additions and alterations, related to roof, wall, floor, door, fenestration and daylighting requirements.			
Project Name:	Roseville Aquatics Complex-Locker Room Alterations	**Report Page:**	**(Page 1 of 8)**
Project Address:	3051 Woodcreek Oaks Blvd.	**Date Prepared:**	2/4/2026

A. GENERAL INFORMATION					
01	Project Location (city)	Roseville	05	# of Stories (Habitable Above Grade)	1
02	Zipcode	95747	06	Total Conditioned Floor Area (ft²)	1015
03	Climate Zone	11	07	Total Unconditioned Floor Area (ft²)	0
04	Occupancy Types Within Project: (select all that apply): If one occupancy constitutes >= 80% of the conditioned floor area, the entire building envelope may be designed to comply with the provisions of that occupancy per § 100.0(f).		08	☐	Project includes unconditioned enclosed space(s) > 5,000 ft² under a roof with a ceiling height of at least 15 ft. [1]
● All Other Occupancies					

[1] FOOTNOTE: Enclosed spaces > 5,000 ft² directly under roof with ceiling height > 15 ft in climate zones 2 through 15 are required to meet the minimum daylighting requirements defined in §140.3(c)/ §170.2(b). Compliance with §140.3(c)/ §170.2(b) is documented in Table L. This is the only prescriptive requirement which applies to unconditioned spaces.

B. PROJECT SCOPE

This table specifies project envelope components within the permit application demonstrating compliance using the prescriptive paths outlined in §140.3/ §170.2 and §141.0(a)1/ §180.1 and §141.0(b)1 and 2/ §180.2 for additions and alterations.

My project consists of (check all that apply)		Component Types					
01		02					
☐ New Construction or Newly Conditioned Space		☐	Roof	☐	Walls	☐	Exterior Opaque Doors
	☐ One or more enclosed spaces > 5,000 ft² directly under roof with ceiling height > 15ft			☐	Floors	☐	Fenestration/ Glazed Doors[1]
☐ Addition of conditioned space		☐	Roof	☐	Walls	☐	Exterior Opaque Doors
	☐ One or more enclosed spaces > 5,000 ft² directly under roof with ceiling height > 15ft						
	☐ Addition is <=700 ft²			☐	Floors	☐	Fenestration/ Glazed Doors[1]
	☐ Addition is >700 ft²						
☒ Alteration of conditioned space		☒	Roof Assembly	☒	Walls	☐	Exterior Opaque Doors
	☐ One or more enclosed spaces > 5,000 ft² directly under roof with ceiling height > 15ft and lighting system installed for the first time	☐	Roofing Material [2]	☐	Floors	☒	Fenestration

STATE OF CALIFORNIA

Envelope Component Approach

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-ENV-E
Project Name:	Roseville Aquatics Complex-Locker Room Alterations	**Report Page:**	**(Page 2 of 8)**
		Date Prepared:	2/4/2026

B. PROJECT SCOPE

[1]FOOTNOTE: Doors that are more than 25% glass in area are considered Glazed Doors and should be documented on table K with fenestration.
[2]Roof recovers and replacements must also check "Roof Assembly" box and document compliance with insulation requirements in Table F. Roof recoats may document compliance with roof material only in Table G.

C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through L. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see the applicable table referenced below.

Opaque Envelope Components					Fenestration	Daylighting Spaces > 5,000ft²	Compliance Results
Roof Assembly	Roofing Materials	Walls	Floors	Doors			
01	02	03	04	05	06	07	08
(See Table F)	(See Table G)	(See Table H)	(See Table I)	(See Table J)	(See Table K)	(See Table L)	COMPLIES
Yes	Yes	Yes			Yes		

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. ROOF ASSEMBLY SCHEDULE

This table demonstrates compliance for prescriptive roof assembly requirements in §140.3(a)1B/ §170.2(a)1B for new construction, §141.0(a)/ §180.1 for additions, or §141.0(b)2Biii/ §180.2 for alterations,

01	Indicate roof types included in the project:	☒ Framed	☐ Framed-Multifamily	☐ SIPS	☐ Span Deck & Concrete	☐ Metal Panels	☐ Metal Building

Framed Roof Assemblies				
01	☒	Include Framed Roof Assemblies in Area-Weighted Average U-factor Calculation [1]		
02	03	04	05	06

STATE OF CALIFORNIA

Envelope Component Approach

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-ENV-E
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F. ROOF ASSEMBLY SCHEDULE

Framed Roof Assemblies

Tag/Plan Detail ID	Name/Description	Status	Exception to Roof Insulation Requirements in §141.0(b)2Biii (Alts. Only)	Occupancy Type
R-30 Roof Attic	Roof	Altered		Nonresidential/ Relocatable 1 CZ

07	08	09	10	11	12	13	14	15		16
Tag/Plan Detail ID	How Design U-factor was determined	Roof Type & Frame Material	Frame Spacing Depth	Cavity Insulation per Design [2]	Continuous Insulation per Design [2]	Thermal Performance Unit	Required Thermal Performance [3]	U-factor per Design		Net Area [4] ft²
Roof	JA4 Tables	Wood		30	0	U-factor	0.037	per JA4		1015
								per Software/ Other	0.031	
17	Location in Construction Documents Showing Air Barrier	A-Sheets								

[1]FOOTNOTES: If any individual assembly is non-compliant, assemblies may show compliance using an area-weighted calculation. Metal building roofs may not be combined with other roof types. The area-weighted compliance option is not available for alterations demonstrating compliance with R-values in Table 141.0-C.
[2] For alterations using U-factor as the Thermal Performance Unit, at least R-10 insulation must be above deck.
[3] If "R-value" is shown in cell 13 as the Thermal Performance Unit, the R-value shown here is for continuous insulation per Table 141.0-C.
[4] Roof area minus any fenestration/ skylight area

Area-Weighted Average U-factor Compliance Calculation for Framed/ SIPs/ Span Deck & Concrete/ Metal Panel Roofs				
01	02	03	04	05
Roof Type	Total Area of Roof Type (ft²)	Area-weighted U-factor for Roof Type		Compliance Results Using Area-Weighted Calculation Option
		Required	Designed	
Framed	1015	0.037	0.031	
Total for all Roof Types:	**1015**	**0.037**	**0.031**	**COMPLIES**

G. RATED ROOFING MATERIAL (COOL ROOF)

This section does not apply to this project.

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CALIFORNIA ENERGY COMMISSION

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Project Name:	Roseville Aquatics Complex-Locker Room Alterations	**Report Page:**	**(Page 4 of 8)**
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H. WALL ASSEMBLY SCHEDULE

This table demonstrates compliance with prescriptive wall assembly requirements in §140.3(a)/ §170.2(a) for new constructions, §141.0(a)/ §180.1 for additions and §141.0(b)1B/ §180.2 for alterations.

01	Indicate wall types included in the project: [1]	☐ Framed	☐ Mass (new only)	☐ Concrete Sandwich Panel (new only)	☐ SIPS	☐ ICF (new only)
		☐ Metal Panels	☐ Metal Building	☐ Spandrel/ Curtain Wall	☐ Straw Bale	☐ Log Home (new only)

[1] FOOTNOTES: Wall types indicated above as "(new only)" do not have Title 24, Part 6 requirements for alterations. New construction and additions do have requirements and should be clicked above and compliance demonstrated within this table.

I. FLOOR ASSEMBLY SCHEDULE

This section does not apply to this project.

J. EXTERIOR DOOR SCHEDULE

This section does not apply to this project.

K. FENESTRATION AND GLAZED DOOR SCHEDULE

This table demonstrates compliance with prescriptive fenestration requirements in §140.3(a)5/ §170.2(a)3 for new constructions, §141.0(a)/ §180.1 for additions, or §141.0(b)2A/ §180.2 for alterations. Exterior doors that are more than 25% glass in area are considered Glazed Doors and should be documented on this table with fenestration.

01	Indicate fenestration types included in the project: [1]	☒ Vertical (alterations)	☐ Vertical (new)	☐ Skylights	☐ Glazed Doors (new only)

[1] FOOTNOTES: Fenestration types indicated above as "(new only)" do not have Title 24, Part 6 requirements for alterations. New construction and additions do have requirements and should be clicked above and compliance demonstrated within this table.

Vertical Fenestration And Glazed Doors- U-factor, Solar Heat Gain Coefficient (RSHGC/ SHGC), Visible Transmittance (VT)		
01	☒	Calculate Area-Weighted Average U-factor for Vertical Fenestration and Glazed Doors[1]
02	☒	Calculate Area-Weighted Average (R)SHGC for Vertical Fenestration and Glazed Doors[1]
03	☒	Calculate Area-Weighted Average VT for Vertical Fenestration and Glazed Doors[1]

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Envelope Component Approach

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-ENV-E
Project Name:	Roseville Aquatics Complex-Locker Room Alterations	**Report Page:**	**(Page 5 of 8)**
		Date Prepared:	2/4/2026

K. FENESTRATION AND GLAZED DOOR SCHEDULE

Vertical Fenestration And Glazed Doors- U-factor, Solar Heat Gain Coefficient (RSHGC/ SHGC), Visible Transmittance (VT)

04	05	06	07	08	09		10	11	12	13
Tag/Plan Detail ID	Fenestration Type	Occupancy & Status	U-factor/ (R)SHGC Compliance Method	VT Compliance Method	Calculation Method for Performance Values per Design[2]		Product Performance Unit	Required Product Performance	Product Performance per Design	Area ft²
Window	Fixed window	Nonresidential/ Relocatable 1 CZ: : New			§110.6 Defaults		U-factor (max)	1.19	1.19	60
					☐	Overhang/ Slats used for RSHGC	(R)SHGC (max)	0.83	0.83	
							VT (min)	1	0.996	
Window	Fixed window	Nonresidential/ Relocatable 1 CZ: : New			§110.6 Defaults		U-factor (max)	1.19	1.19	30
					☐	Overhang/ Slats used for RSHGC	(R)SHGC (max)	0.83	0.83	
							VT (min)	1	0.996	
Window	Fixed window	Nonresidential/ Relocatable 1 CZ: : New			§110.6 Defaults		U-factor (max)	1.19	1.19	15
					☐	Overhang/ Slats used for RSHGC	(R)SHGC (max)	0.83	0.83	
							VT (min)	1	0.996	

[1]FOOTNOTES: If any individual fenestration product is non-compliant, products may show compliance using an area-weighted calculation. Chromogenic glazing is not included in area-weighted calculations. Area-weighted calculation shown in separate area-weighted table below.
[2]The NA6 Default Calculation can only be used for alterations or dwelling units in buildings with <= 3 habitable stories. Alterations are limited to 200ft² of site built glazing and dwelling units are limited to 250ft² or 5% of conditioned floor area. If the fenestration does not meet these conditions, the only options for determining fenestration values are NFRC Certification or the Default Tables in §110.6.
[3] Overhangs must extend past the left and right window the same distance as the depth of the overhang or greater to show an affect on the RSHGC. If an overhang does not meet this requirement, the affect of the overhang will be ignored.
[4]Projecting includes casement and awning windows.

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		Date Prepared:	2/4/2026

K. FENESTRATION AND GLAZED DOOR SCHEDULE

Area-Weighted Average U-factor, SHGC, VT Compliance Calculation for Vertical Fenestration And Glazed Doors				
01	02	03	04	05
Product Performance Unit	Total Area of Fenestration (ft²)	Area-weighted Calculation for Fenestration		Compliance Results Using Area-Weighted Calculation Option
		Required	Designed	
U-Factor	105	0	0	COMPLIES
(R)SHGC	105	0	0	COMPLIES
VT	105	1.07	0	COMPLIES

L. DAYLIGHT IN LARGE ENCLOSED SPACES

This section does not apply to this project.

M. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection have been changed by the permit applicant, an explanation should be included in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online

Form/Title
NRCI-ENV-E - Must be submitted for all buildings

N. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, form user must provide an explanation in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2025-building-energy-efficiency-4. Individuals who perform the field testing and verification work, and provide the information required for completion of the fenestration Certificate of Acceptance documentation are not required to be licensed professionals. However, the person who signs the Certificate of Acceptance document to certify compliance with the acceptance requirements shall be licensed as specified in Standards Section 10-103(a)4 and NA7.3.1

Form/Title	Systems/Spaces To Be Field Verified
NRCA-ENV-02-F must be submitted for all new, added or altered site built fenestration.	Fenestration;

STATE OF CALIFORNIA

Envelope Component Approach

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-ENV-E
Project Name:	Roseville Aquatics Complex-Locker Room Alterations	**Report Page:**	**(Page 7 of 8)**
		Date Prepared:	2/4/2026

O. DECLARATION OF REQUIRED CERTIFICATES OF VERIFICATION

There are no forms required for this project.

STATE OF CALIFORNIA

Envelope Component Approach

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-ENV-E
Project Name:	Roseville Aquatics Complex-Locker Room Alterations	**Report Page:**	**(Page 8 of 8)**
Project Address:	3051 Woodcreek Oaks Blvd.	**Date Prepared:**	2/4/2026

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Rickert Henriksen	Documentation Author Signature:
Company: Sacramento Engineering Consultants	Signature Date: 2026-02-04
Address: 10555 Old Placerville Road	CEA/AEA/ECC Certification Identification (if applicable):
City/State/Zip: Sacramento CA 95827	Phone: (916) 368-4468

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Person Name: Rickert Henriksen	Responsible Person Signature:
Responsible Person Scope:	
Company: Sacramento Engineering Consultants	Date Signed: 2026-02-04
Address: 10555 Old Placerville Road	License: M029816
City/State/Zip: Sacramento CA 95827	Phone: (916) 368-4468

For Council Approval
Not for Bidding

WMB ARCHITECTS

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2000 L Street
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Roseville Aquatics Complex - Locker Room Alterations

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Roseville, CA 95747

WMB Project No. 25-019

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Job No. 25276

REGISTERED PROFESSIONAL ENGINEER RICKERT C. HENRIKSEN No. M-029816 EXP. 6-30-2026 MECHANICAL STATE OF CALIFORNIA

Date Signed: April 15, 2026

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.17.26	Plan Check Response

TITLE 24
ENVELOPE

T24.1

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M. COOLING TOWERS

This section does not apply to this project.

N. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-4

Form/Title
NRCI-MCH-E - Must be submitted for all buildings

O. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-4

Form/Title	Systems/Spaces To Be Field Verified
NRCA-MCH-02-A - Outdoor Air	Mitsubishi Trane MXZ-SM96TAM-U1;

P. DECLARATION OF REQUIRED CERTIFICATES OF VERIFICATION

There are no NRCV forms required for this project.

Q. MANDATORY MEASURES DOCUMENTATION LOCATION

This table is used to indicate where mandatory measures are documented in the plan set or construction documentation.

01		02
Compliance with Mandatory Measures documented through MCH Mandatory Measures Note Block	Yes	Plan sheet or construction document location: M-Sheets

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)

Mechanical Heat Recovery§140.4(s)

01	02	03	04	05	06	07
Name or Item Tag	Coincident Peak Cooling Load of All High Load Spaces (kBtu/h)	Design Capacity of All Mechanical Cooling Systems[2] (kBtu/h)	Design Capacity of All Service Water Heating Systems[1] (kBtu/h)	Design Capacity for all space heating systems (kBtu/h)	Simultaneous Mechanical Heat Recovery	

[1] FOOTNOTES: Excluding systems expected to operate less than 5 hours per week.
[2] FOOTNOTES: If the design includes capacity for future cooling systems, then assume 20% of future systems serve high load spaces.

G. PUMPS

This section does not apply to this project.

H. FAN SYSTEMS & AIR ECONOMIZERS

This section does not apply to this project.

A. GENERAL INFORMATION

01	Project Location (city)	Roseville	04	Total Conditioned Floor Area	1015
02	Climate Zone	11	05	Total Unconditioned Floor Area	0
03	Occupancy Types Within Project:		06	# of Stories (Habitable Above Grade)	1
• All Other Occupancies					

B. PROJECT SCOPE

This table includes mechanical systems or components that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.4, §170.2(b) or §141.0(b)2 and §180.2(b)2 for alterations.

01	02	03
Air System(s)	Wet System Components	Dry System Components
☒ Heating Air System	☐ Water Economizer	☐ Air Economizer
☒ Cooling Air System	☐ Pumps	☐ Electric Resistance Heat
☒ Ventilation (including DOAS, ERV, HRV systems)	☐ System Piping	☐ Fan Systems
Mechanical Controls	☐ Cooling Towers	☐ Ductwork (existing to remain, altered or new)
	☐ Chillers	
☒ Mechanical Controls (existing to remain, altered or new)	☐ Boilers	☐ Zonal Systems/ Terminal Boxes

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Rickert Henriksen	Documentation Author Signature:
Company: Sacramento Engineering Consultants	Signature Date: 2026-02-04
Address: 10555 Old Placerville Road	CEA/AEA/ECC Certification Identification (if applicable):
City/State/Zip: Sacramento CA 95827	Phone: (916) 368-4468

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Person Name: Rickert Henriksen	Responsible Person Signature:
Responsible Person Scope:	
Company: Sacramento Engineering Consultants	Date Signed: 2026-02-04
Address: 10555 Old Placerville Road	License: M029816
City/State/Zip: Sacramento CA 95827	Phone: (916) 368-4468

I. SYSTEM CONTROLS

This table is used to demonstrate compliance with mandatory controls in §110.2 and §120.2 and prescriptive controls in §140.4(f) and (n), §170.2(c)4D §170.2(c)4L or requirements in §141.0(b)2E §180.2(b)2 for altered space conditioning systems.

01	02	03	04	05	06	07	08	09	10	11
System Name	System Zoning	Conditioned Floor Area Being Served (ft²)	Thermostats §110.2(b) & (c)[1], §120.2(a) §160.3(a)2A or §160.3(b)8 or §141.0(b)2E & §180.2(b)2	Shut-Off Controls §120.2(e) & §160.3(a) 2D	Isolation Zone Controls §120.2(g) & §160.3(a) 2F	Demand Response §110.12 §120.2(b) & §160.3(a)2B	Supply Air Temp. Reset §140.4(f) & §170.2(c) 4D	Window Interlocks per §140.4(n) & §170.2(c)4D	Direct Digital Control (DDC) per §120.2	Heat Pump Defrost per §160.3(b)7
Conf/MP/Mtg System	Multi-zone w/ DDC to zone	<= 25,000 ft²	Setback	Auto Timer Switch	NA: Single Zone	DR Tstat per §110.12	NA: Single Zone	NA: Auto-closing doors	NA: Multifamily	Provided

[1]FOOTNOTES: Gravity gas wall heaters, gravity floor heaters, gravity room heaters, non-central electric heaters, fireplaces or decorative gas appliances, wood stoves are not required to have setback thermostats.

J. VENTILATION AND INDOOR AIR QUALITY

This table is used to demonstrate compliance with mandatory ventilation requirements in §120.1 § 120.2(e)3B § 140.4(p) and § 140.4(q) for all nonresidential and hotel/motel and d:\24refnolink\}160.2, §160.3(a)3D, §170.2(a)4N, 170.2(a)4O for high-rise residential occupancies. For alterations, only ventilation systems being altered within the scope of the permit application need to be documented in this table. In lieu of this table, the required outdoor ventilation rates and airflows may be shown on the plans or the calculations can be presented in a spreadsheet.

01	☐	Check the box if the project is showing ventilation calculations on the plans, or attaching the calculations instead of completing this table.
02	☒	Check this box if the project included Nonresidential, Hotel/Motel Spaces or Multifamily Common Use Spaces
	☐	
03	☐	Check the box if the project is using natural ventilation in any nonresidential or hotel/motel spaces to meet required ventilation rates per §120.1(c)2.

Nonresidential and Hotel/ Motel Multifamily Common Use Ventilation Systems

04	05		06	07
System Name	Conf/MP/Mtg System	System Design OA CFM Airflow[1]	508	System Design Transfer Air CFM	0	Air Filtration per §120.1(c) §141.0(b)2 and §160.2(c)21 [2] Provided

C. COMPLIANCE RESULTS

Table C will indicate if the project data input into the compliance document is compliant with mechanical requirements. This table is not editable by the user. If this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D., or the table indicated as not compliant for guidance.

01		02		03		04		05		06		07		08	09
System Summary §110.1, §110.2, §140.4, §170.2(c), §141.0(b), §180.2(b2)	AND	Pumps §140.4(k), §170.2(c)4I	AND	Fans/Econo mizers §140.4(c), §140.4(e), §140.4(p), §170.2(c)	AND	System Controls § 110.2, §120.2, §140.4(f), §140.4(r), §170.2(c)	AND	Ventilation §120.1, §160.2	AND	Terminal Box Controls §140.4(d), §170.2(c)4B	AND	Distribution §120.3, §140.4(l), §160.2, §160.3, §141.0(b)2D, §180.2(b)2Bi i	AND	Cooling Towers §110.2(e)2	Compliance Results
(See Table F)		(See Table G)		(See Table H)		(See Table I)		(See Table J)		(See Table K)		(See Table L)		(See Table M)	
Yes	AND		AND		AND	Yes	AND	Yes	AND		AND		AND		COMPLIES
Mandatory Measures Compliance (See Table Q for Details)														COMPLIES	

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)

Space Conditioning System Information

01	02	03	04	05	06
System Name	Quantity	System Serving	System Status	Space Type	Utilizing Recovered Heat
Conf/MP/Mtg System	1	Multi-zone	Alteration	All Other Occupancies	☐

J. VENTILATION AND INDOOR AIR QUALITY

08	09		10	11	12	13	14	15	16
Space Name or Item Tag	Mechanical Ventilation Required per §120.1(c)3[3] & §160.2(c)3						Exh. Vent per §120.1(c)4 & §160.2(c)4		DCV or Sensor Controls per §120.1(d)3, §120.1(d)5, and §120.1(e)3[5] §160.2(c)5D §160.2(c)5E §160.2(c)5D
	Occupancy Type[4]	Conditioned Floor Area (ft²)	# of Shower heads/ toilets	# of people [5]	Required Min OA CFM	Required Min CFM	Provided per Design CFM		
Conf/MP/Mtg Zone	Conference/ meeting	1015			507.5	0	0	DCV	NA: Not required per §120.1(d)3
								Occ Sensor	NA: Not required space type
17	Total System Required Min OA CFM					508	18	Ventilation for this System Complies?	Yes

[1] FOOTNOTES: System CFM should include both mechanical and natural ventilation for the zone/system
[2] Air filtration requirements apply to the following three system types per §120.1(c)1A: space conditioning systems utilizing ducts to supply air to occupiable space; supply-only ventilation systems providing outside air to occupiable space; supply side of balanced ventilation systems including heat recovery and energy recovery ventilation systems providing outside air to occupiable space.
[3] Uniform Mechanical Code may have more stringent ventilation requirements; the most stringent code requirement takes precedence.
[4] See Standards Tables 120.1-A and 120.1-B.
[5] For lecture halls with fixed seating, the expected number of occupants shall be determined in accordance with the California Building Code.
[6]§120.2(e)3 requires systems serving rooms that are required by §130.1(c) to have lighting occupancy sensing controls to also have occupancy sensing zone controls for ventilation. Examples of spaces which require lighting occupancy sensors include offices 250ft² or smaller, multipurpose rooms less than 1,000 ft², classrooms, conference rooms, restrooms, aisles and open areas in warehouses, library book stack aisles, corridors, stairwells, parking garages, and loading and unloading zones, unless excepted by §130.1(c).

K. TERMINAL BOX CONTROLS

This section does not apply to this project.

L. DISTRIBUTION (DUCTWORK and PIPING)

This section does not apply to this project.

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)

Dry System Equipment Sizing (includes air conditioners, condensers, heat pumps, VRF, furnaces, and unit heaters and DOAS systems)

01	02	03	04	05	06	07	08	09	10	11
Name or Item Tag	Equipment Category per Tables 110.2, §140.4(a)2 and 170.2(c)3aii	Equipment Type per Tables 110.2 and Title 20	Smallest Size Available [1] §140.4(a) and §170.2(c)1	Equipment Sizing per Mechanical Schedule (kBtu/h) §140.4(a)1, §170.2(c)1 & §170.2(c)2						
				Heating Output [2,3]			Cooling Output [2,3]		Load Calculations [3,4]	
				Per Design (kBtu/h)	Rated (kBtu/h)	Supp. Heating Output (kBtu/h)	Sensible Per Design (kBtu/h)	Rated (kBtu/h)	Total Heating Load (kBtu/h)	Total Sensible Cooling Load (kBtu/h)
Conf/MP/Mtg System	Variable Refrigerant Flow	VRF heat pump w/ DDC control	NA: Altered per §141.0(b)2E and §180.2(b)2	82.19	103	0	65.86	73.9	69.86	70.31

[1]FOOTNOTES: Equipment shall be the smallest size, within the available options of the desired equipment line, necessary to meet the design heating and cooling loads of the building per §140.4(a) and §170.2(c)1. Healthcare facilities are excepted.
[2]It is common practice to show rated output capacity on the equipment schedule. Sensible cooling output comes from specification sheet tables.
[3] If equipment is heating only, leave cooling output and load blank. If equipment is cooling only, leave heating output and load blank.
[4] Authority Having Jurisdiction may ask for load calculations used for compliance per §140.4(b) and §170.2(c).

Dry System Equipment Efficiency (other than Packaged Terminal Air Conditioners (PTAC) and Package Terminal Heat Pumps (PTHP), DX-DOAS and Dual Fuel Heat Pumps)

01		03	04	05	06	07	08	09	10
Name or Item Tag	Size Category (Btu/h)	Heating Mode					Cooling Mode		
		Rating Condition (°F)	Efficiency Unit	Minimum Efficiency Required per Tables 110.2 / Title 20	Design Efficiency	Refrigerant Loop Heat Recovery	Efficiency Unit	Minimum Efficiency Required per Tables 110.2 / Title 20	Design Efficiency
Conf/MP/Mtg System	>=65,000 and <135,000	47°Fdb/ 43°Fwb OSA	COP	3.3	4	Required	EER	10.3	12
							IEER	14.6	23.4

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REGISTERED PROFESSIONAL ENGINEER ROBERT C. HENRIKSEN No. M-029816 EXP. 6-30-2026 MECHANICAL STATE OF CALIFORNIA
Date Signed: April 15, 2026

PUBLISH HISTORY:

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	02.20.26	Initial Submittal
A	04.15.26	Coordination
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TITLE 24 MECHANICAL

T24.2

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ABBREVIATIONS LIST

A	AMPERE	NTS	NOT TO SCALE
AFF.	ABOVE FINISHED FLOOR	PRI.	PRIMARY
AL	ALUMINUM	PVC	POLYVINYL CHLORIDE CONDUIT
B.C.	BARE COPPER		
C.	CONDUIT	SEC.	SECONDARY
C.O.	CONDUIT ONLY, WITH PULL LINE	TTB	TELEPHONE TERMINAL BOARD
		TTC	TELEPHONE TERMINAL CABINET
CU	COPPER	TYP.	TYPICAL
(E)	EXISTING	UG	UNDERGROUND
EMT	ELECTRICAL METALLIC TUBING	UON	UNLESS OTHERWISE NOTED
		V	VOLTS
GND.	GROUND	WP	WEATHERPROOF
H.I.D.	HIGH INTENSITY DISCHARGE	W	WIRE
J-BOX	JUNCTION BOX	WP	WEATHERPROOF
KVA	KILO VOLT AMP	W/	WITH
MH	METAL HALIDE	XFMR	TRANSFORMER
MSB	MAIN SWITCHBOARD	ø	PHASE

WIRE AND CONDUIT LEGEND

- CONDUIT RUN CONCEALED IN WALL OR ABOVE CEILING.
- CONDUIT RUN UNDERFLOOR OR UNDERGROUND.
- HOME RUN, NUMBER OF ARROWS INDICATE NUMBER OF CIRCUITS IN HOME RUN.
- FLEXIBLE CONDUIT
- F — FACTORY WHIP
- NO CROSSBARS ON CONDUIT INDICATE ½" CONDUIT WITH TWO #12 AWG CONDUCTORS. CROSSBARS INDICATE NUMBER OF #12 AWG CONDUCTORS IN CONDUIT. CONDUCTOR SIZE OTHER THAN #12 NOTED ON DRAWING. CONDUIT SIZE OTHER THAN ½" NOTED ON DRAWING.
- CONDUIT UP.
- #1Ø #1Ø ¾" C. — EXAMPLE: THREE CIRCUITS IN HOME RUN - FOUR #1Ø AWG CONDUCTORS AND ONE #1Ø AWG GROUNDING CONDUCTOR IN ¾" CONDUIT, RUN CONCEALED IN WALL OR ABOVE CEILING.

LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	FIXT. VOLT.	LAMPS NO.	LAMPS TYPE	INPUT V.A.	MOUNTING	REMARKS
A	LITHONIA *WL4-30L-EZI-LP830	120	LED		28	SURFACE CEILING	4 FT SURFACE LED WRAP DAMP LOCATION LISTED
A1	LITHONIA *WL4-30L-EZI-LP830-E10W	120	LED		28	SURFACE CEILING	4 FT SURFACE LED WRAP WITH 90-MIN BATTERY BACKUP UL 924 & CA TITLE 20 LISTED DAMP LOCATION LISTED
B	LITHONIA *MMLS-7-SWW2-WL	120	LED		12	SURFACE CEILING	LED SURFACE DOWNLIGHT WET LOCATION LISTED DAMP LOCATION LISTED
C	LITHONIA *CSS-L48-3000LM-MVOLT-30K	120	LED		22	RECESSED COVE	4 FT SURFACE LED WRAP DAMP LOCATION LISTED
	LITHONIA *ECBG-LED-M6	120-277	LED		2.3	SURFACE WALL ABOVE DOOR OR SURFACE CEILING	COMBINATION LED EXIT SIGN AND EMERGENCY LIGHTING UNIT WITH 90MIN BATTERY BACK UP UL 924 & CA TITLE 20 LISTED DAMP LOCATION LISTED
	LITHONIA *ECBG-LED-M6 *ELA-GY-SG-WP-SQ-M12	120-277	LED		3.3	SURFACE WALL ABOVE DOOR OR SURFACE CEILING	COMBINATION LED EXIT SIGN AND EMERGENCY LIGHTING UNIT WITH 90MIN BATTERY BACK UP REMOTE WEATHERPROOF HEAD UL 924 & CA TITLE 20 LISTED DAMP LOCATION LISTED
	LITHONIA *ELM4L	120-277	LED		3.3	SURFACE WALL +7'-6" AFF	LED EMERGENCY LIGHTING UNIT WITH 90MIN BATTERY BACK UP UL 924 & CA TITLE 20 LISTED DAMP LOCATION LISTED

ELECTRICAL SYMBOLS

- RECESSED LIGHT FIXTURE - MOUNTED IN T-BAR
- LIGHT FIXTURE - SURFACE MOUNTED
- LIGHT FIXTURE - MOUNTED IN HARD LID
- RECESSED DOWNLIGHT
- LIGHT FIXTURE - WALL MOUNTED
- LIGHT FIXTURE - POLE MOUNTED
- EXIT SIGN

NOTE: LETTER INDICATES FIXTURE TYPE - SEE FIXTURE SCHEDULE. SHADING = EMERGENCY FIXTURE, NL = NIGHT LIGHT. PROVIDE UNSWITCHED HOT CONDUCTOR TO FEED EXIT AND EMERGENCY LIGHTING.

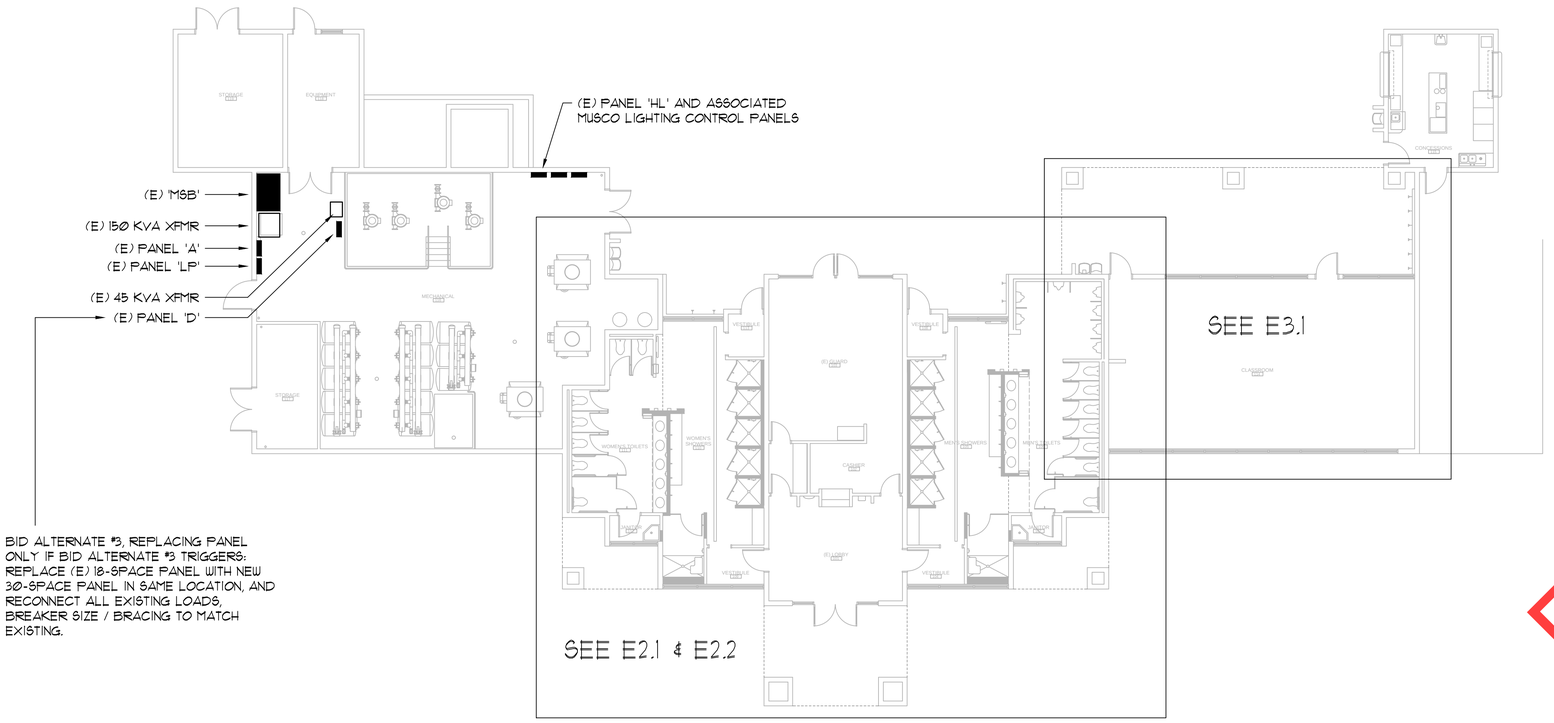
- $ — SINGLE POLE TOGGLE SWITCH, +44" UON
- $P — DIMMER LIGHT SWITCH, +44" UON
- OCCUPANCY SENSOR, +44" UON
- OS — OCCUPANCY SENSOR, CEILING MOUNTED
- PC — PHOTO-SENSOR, CEILING MOUNTED

SWITCH SUBSCRIPTS: a, b, c, etc. = DEVICE CONTROLLED.

- NON-FUSED DISCONNECT SWITCH, SIZE AS REQUIRED. MARK POWER SOURCE AND LOCATION PER NEC 110.22(A).
- FUSED DISCONNECT SWITCH WITH TIME DELAY FUSES SIZED PER UNIT NAMEPLATE OR AS NOTED. DISCONNECT SHALL ACCEPT MAXIMUM RECOMMENDED FUSE SIZE. MARK POWER SOURCE AND LOCATION PER NEC 110.22(A).
- DUPLEX RECEPTACLE, NEMA 5-15R, +18" UON
- DUPLEX RECEPTACLE, NEMA 5-20R, +18" UON
- DOUBLE DUPLEX RECEPTACLE, NEMA 5-15R, +18" UON

RECEPTACLE SUBSCRIPTS:
GFI -or- GFCI = GROUND FAULT-CIRCUIT INTERRUPTER
R = ROOF MOUNTED, WEATHERPROOF (IN-USE), GFCI

- J — JUNCTION BOX, SIZE AND TYPE AS REQUIRED
- COMBINATION TELE/DATA OUTLET, +18" UON. RING AND STRING.
- EXHAUST FAN, N.I.E.S., CONNECT AS REQUIRED
- SWITCHBOARD, SEE ONE LINE DIAGRAM. MARK POWER SOURCE AND LOCATION PER NEC 110.22(A).
- BRANCH CIRCUIT PANEL, SEE PANEL SCHEDULES. MARK POWER SOURCE AND LOCATION PER NEC 110.22(A).
- SIGNAL OR CONTROL PANEL, TYPE AS INDICATED
- TELEPHONE TERMINAL BOARD, SIZE AS INDICATED
- IDENTIFICATION TAG FOR EQUIPMENT PROVIDED BY M.C. CONNECT EQUIPMENT AS INDICATED OR AS REQUIRED.
- NUMBERED NOTE TAG - SEE NUMBERED NOTES, SAME SHEET
- A / E1 — INDICATES DETAIL "A" AT SHEET "E1"



KEY PLAN
SCALE: 1" = 10'-0"

A / E1.1

N

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REGISTERED PROFESSIONAL ENGINEER — ROBERT C. FENNER — No. E-10629 — EXP. 6-30-2027 — ELECTRICAL — STATE OF CALIFORNIA

Date Signed: April 15, 2026

PUBLISH HISTORY:

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ELECTRICAL LEGEND

E1.1

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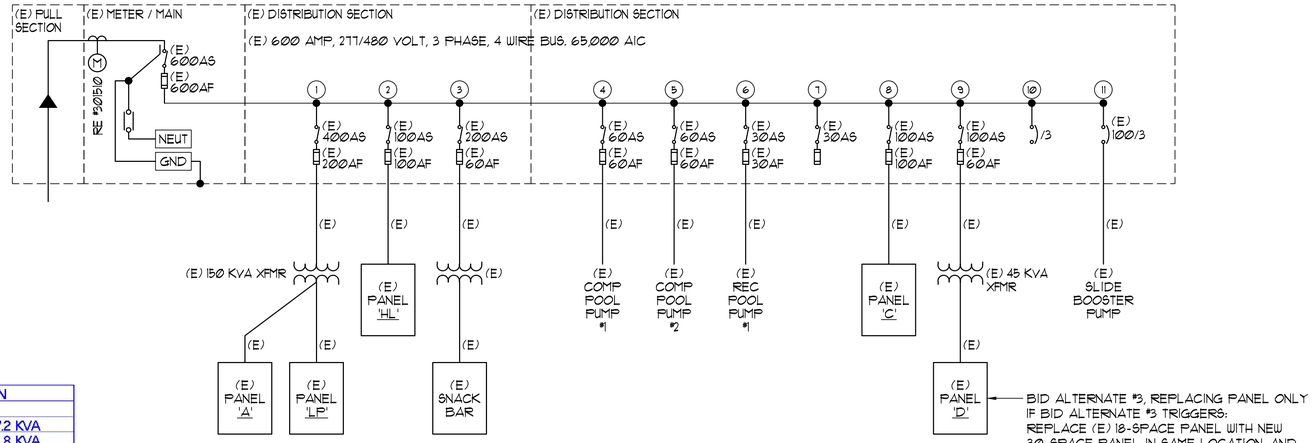
(E) MAIN SWITCHBOARD - "MSB" NEMA 1 ENCLOSURE



MAIN SWITCHBOARD LOAD CALCULATION	
12-MONTH MAX DEMAND	127.2 KVA
+25% PER CEC	31.8 KVA
NEW LOAD ON PANEL 'D'	3.0 KVA
SUB-TOTAL =	162.0 KVA
LOAD= 162.0 KVA / 0.831 FACTOR =	195 AMPS
ON A 600 AMP, 277/480 VOLT, 3 PH. 4 W. SERVICE	

ONE-LINE DIAGRAM

SCALE: NONE

A
E1.2

REPLACED PANEL 'D' — 120/208V. 3 Ph. 4W. — SURFACE MOUNTED
100 AMP BUS — 10,000 ISC — NEMA 1

	DESCRIPTION	KVA	BKR	CKT	Ph. A	Ph. B	Ph. C	CKT	BKR	KVA	DESCRIPTION	
1	(E) HEATER A CTRL	0.2	20/1	1	0.6			2	20/1	0.4	(E) RECEP AT PANEL	1
1	(E) HEATER A PUMP	1.2	20/1	3		1.4		4	20/1	0.2	(E) RECPOOL HEATR CTRL	1
1	(E) HEATER B CTRL	0.2	20/1	5			1.4	6	20/1	1.2	(E) RECPOOL PUMP	1
1	(E) HEATER B PUMP	1.2	20/1	7	2.4			8	20/1	1.2	(E) RECPOOL PUMP	1
1	(E) PAY PAK	1.0	20/2	9		1.8		10	20/1	0.8	(E) CLORINE PUMP	1
1		1.0		11			1.8	12	20/1	0.8	(E) CLORINE PUMP	1
				13	0.7			14	15/1	0.7	(E) EP-1 BLEACH STOR	1
				15		0.7		16	15/1	0.7	(E) EP-1 BLEACH STOR	1
				17			0.5	18	20/1	0.5	(E) BLEACH STOR LTG	1
				19	0.7			20	15/1	0.7	CONDENSATE PUMPS	2
				21		0.3		22	15/2	0.3	FAN COILS	2
				23			0.3	24		0.3		2
				25	3.8			26		3.8		2
				27		3.8		28	3/3	3.8	HEAT PUMP	2
				29			3.8	30		3.8		2
	SUBTOTAL:				8.2	8.0	7.8					

CONNECTED LOAD	24.0 KVA
25% LIGHTING LOAD	0.1 KVA
25% LARGEST MOTOR	0.3 KVA
TOTAL LOAD	24.4 KVA / 0.360 FACTOR = 68 AMPS

100 AMP MAIN BREAKER

1. RECONNECT (E) LOAD, BREAKER SIZE / TYPE / BRACING TO MATCH EXISTING.
2. NEW LOAD ON NEW BREAKER

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STATE OF CALIFORNIA
ELECTRICAL

Date Signed: April 15, 2026

PUBLISH HISTORY:

	DATE	PURPOSE
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1	04.17.26	Plan Check Response

ONE-LINE DIAGRAM, SCHEDULES

E1.2

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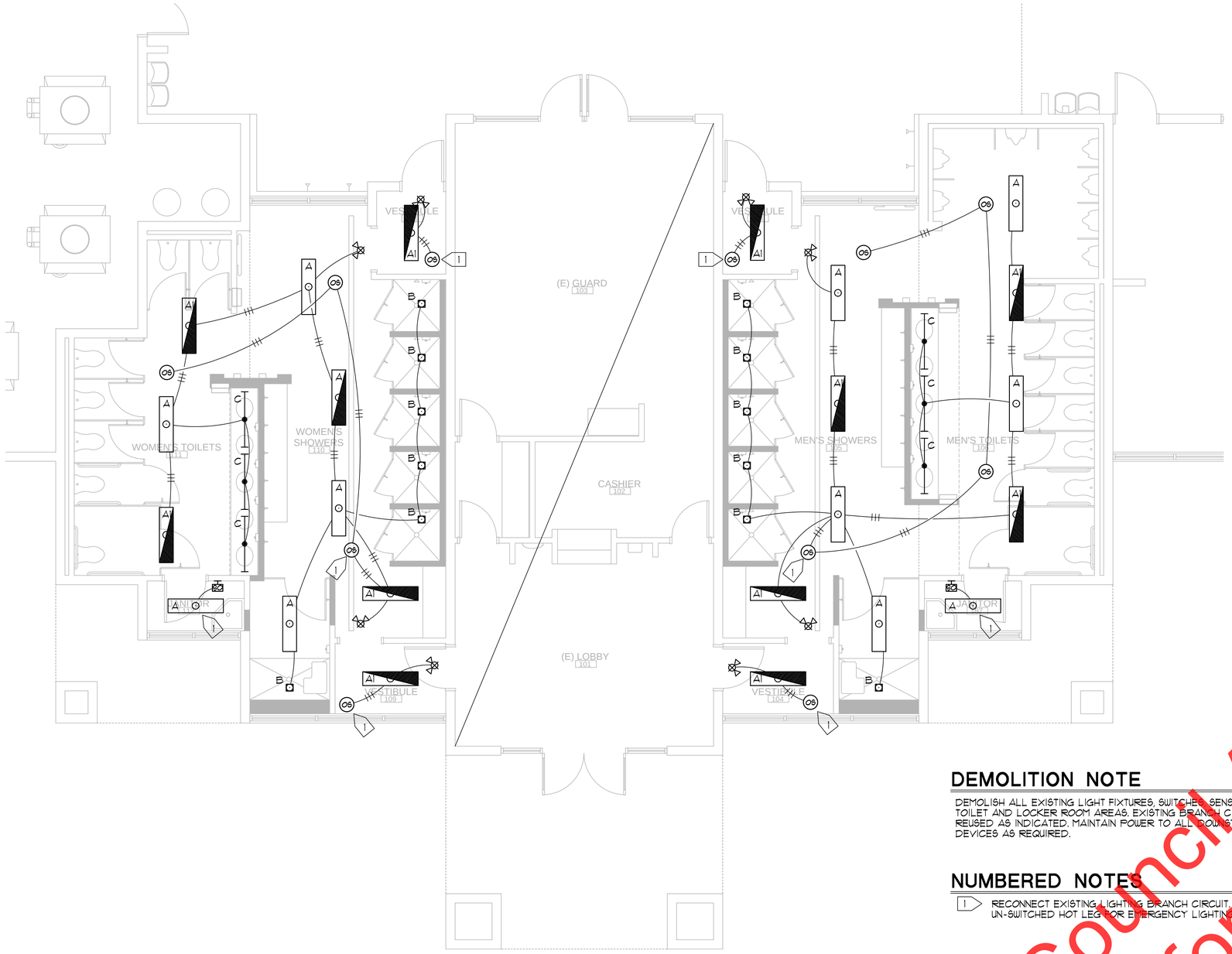

DEMOLITION NOTE

DEMOLISH ALL EXISTING LIGHT FIXTURES, SWITCHES, SENSORS, ETC IN TOILET AND LOCKER ROOM AREAS. EXISTING BRANCH CIRCUITS TO BE REUSED AS INDICATED. MAINTAIN POWER TO ALL DOWNSTREAM DEVICES AS REQUIRED.

NUMBERED NOTES

1. RECONNECT EXISTING LIGHTING BRANCH CIRCUIT. PROVIDED UN-SWITCHED HOT LEG FOR EMERGENCY LIGHTING.

LIGHTING PLAN - LOCKER ROOM

SCALE: 1/4" = 1'-0"

A
E2.1

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STATE OF CALIFORNIA

Date Signed: April 15, 2026

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LIGHTING PLAN - LOCKER ROOM

E2.1

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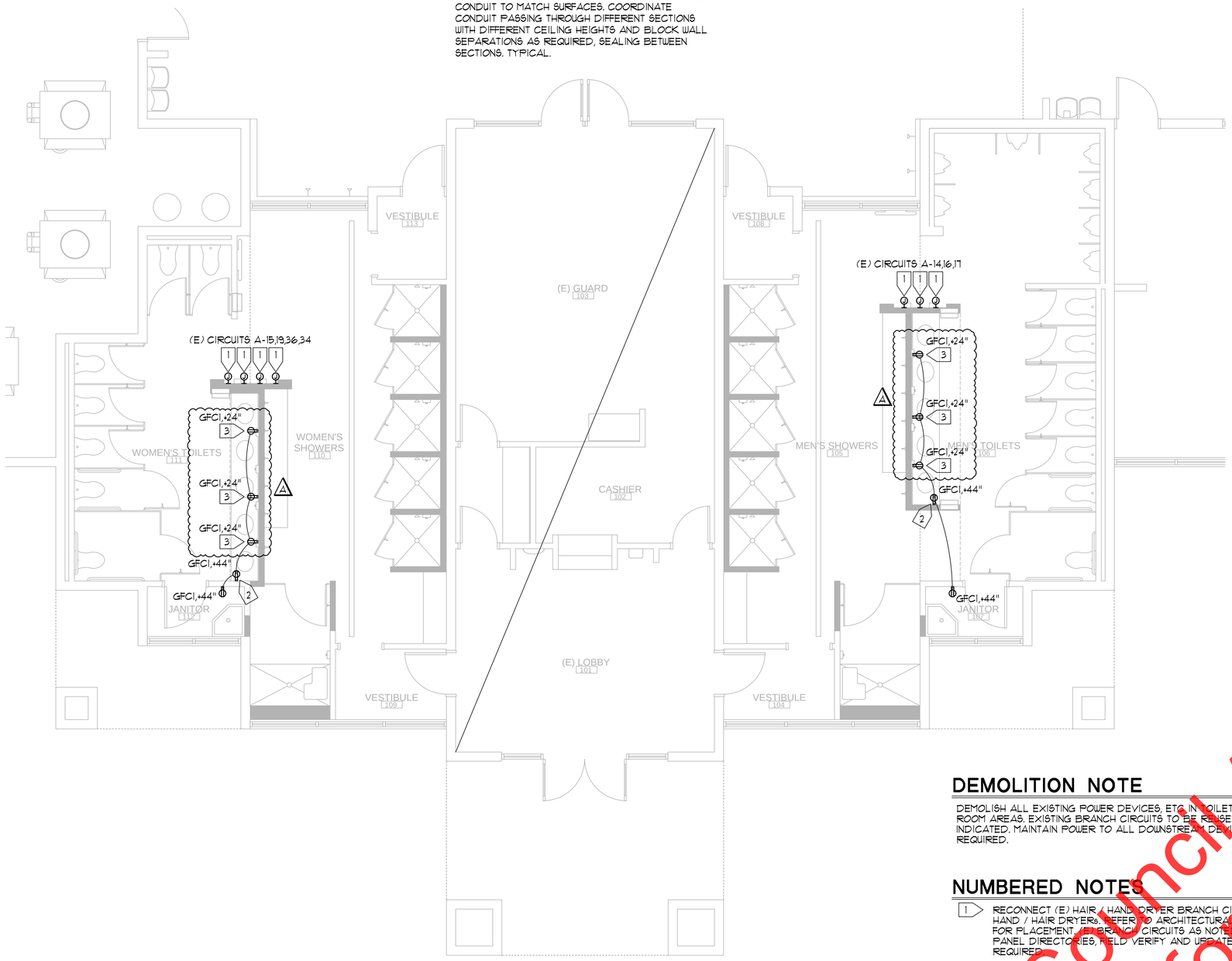
FIELD VERIFY ALL CONDUIT ROUTING PRIOR TO ROUGH-IN. ROUTE CONCEALED WHERE ABLE AND SURFACE WHERE REQUIRED, PAINTING ALL EXPOSED CONDUIT TO MATCH SURFACES. COORDINATE CONDUIT PASSING THROUGH DIFFERENT SECTIONS WITH DIFFERENT CEILING HEIGHTS AND BLOCK WALL SEPARATIONS AS REQUIRED, SEALING BETWEEN SECTIONS. TYPICAL.



POWER PLAN - LOCKER ROOM

SCALE: 1/4" = 1'-0"

A
E2.2

DEMOLITION NOTE

DEMOLISH ALL EXISTING POWER DEVICES, ETC. IN TOILET AND LOCKER ROOM AREAS. EXISTING BRANCH CIRCUITS TO BE REUSED AS INDICATED. MAINTAIN POWER TO ALL DOWNSTREAM DEVICES AS REQUIRED.

NUMBERED NOTES

1. RECONNECT (E) HAIR / HAND DRYER BRANCH CIRCUITs TO NEW HAND / HAIR DRYERs. REFER TO ARCHITECTURAL ELEVATIONS FOR PLACEMENT. (E) BRANCH CIRCUITS AS NOTED ARE FROM (E) PANEL DIRECTORIES, FIELD VERIFY AND UPDATE DIRECTORY AS REQUIRED.
2. RECONNECT (E) SINK RECEPTACLE BRANCH CIRCUIT. FIELD VERIFY AND UPDATE DIRECTORY AS REQUIRED. EXTEND BRANCH CIRCUIT TO NEW RECEPTACLES IN JANITORS AS SHOWN.
3. MOUNT RECEPTACLE UNDER COUNTER FOR POWER TO HARDWIRED VANITY FAUCETS.

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Date Signed: April 15, 2026

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POWER PLAN - LOCKER ROOM

E2.2

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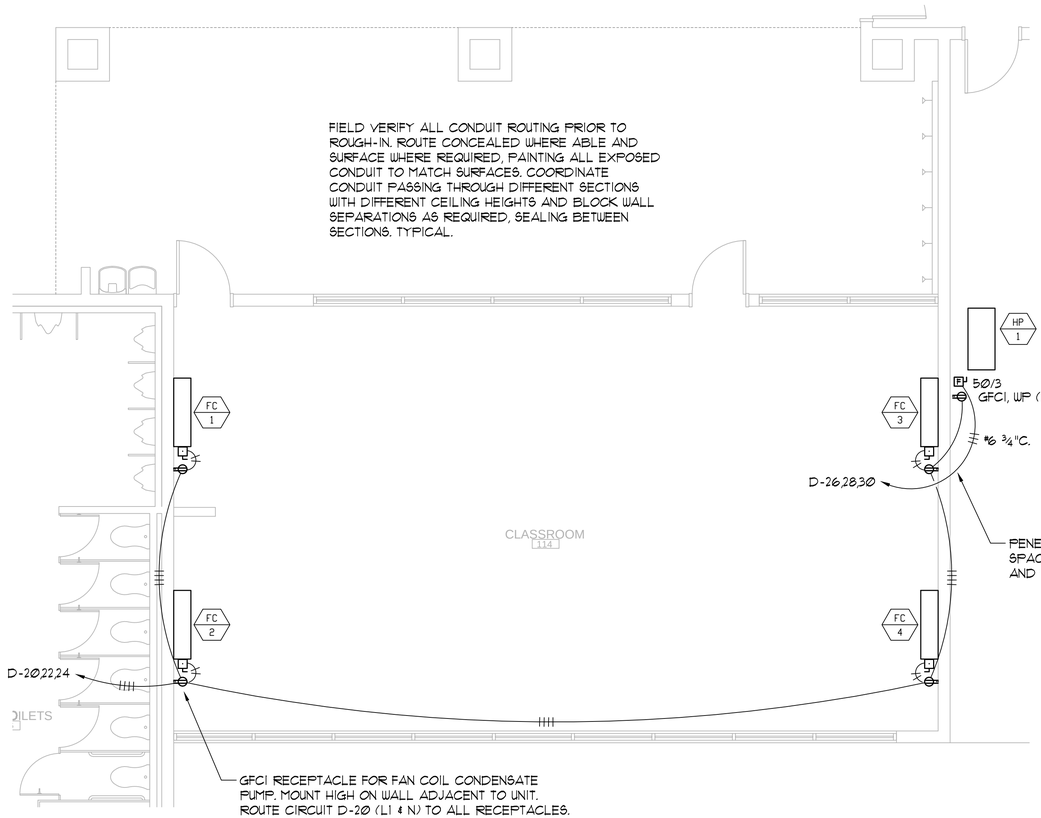

ADD ALTERNATE #3, ENTIRE SHEET

POWER PLAN - CLASSROOM

SCALE: 1/4" = 1'-0"

A / E3.1

N

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Date Signed: April 15, 2026

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POWER PLAN - CLASSROOM

E3.1

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STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-E
This document is used to demonstrate compliance with requirements in 110.9, 110.12(c), 130.0, 130.1, 140.6 and 141.0(b)2 for indoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e) and 180.2(b)4 for indoor lighting scopes using the prescriptive path for multifamily occupancies. Multifamily includes dormitory and senior living facilities.	
Project Name: Roseville Aquatics Complex - 3051 Woodcreek Oaks Blvd	**Report Page:** (Page 1 of 7)
Project Address:	**Date Prepared:** 2026-01-22T12:25:30-05:00

A. GENERAL INFORMATION

01	Project Location (city)	Roseville	04	Total Conditioned Floor Area (ft²)	1,790
02	Climate Zone	11	05	Total Unconditioned Floor Area (ft²)	0
03	Occupancy Types Within Project (select all that apply):		06	# of Stories (Habitable Above Grade)	1
• Sports Arena					

B. PROJECT SCOPE

This table includes any lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.6 / 170.2(e) or 141.0(b)2 / 180.2(b)4 for alterations.

Scope of Work	Conditioned Spaces		Unconditioned Spaces	
01	02	03	04	05
My Project Consists of (check all that apply):	Calculation Method	Area (ft²)	Calculation Method	Area (ft²)
☐ New Lighting System	N/A	0	N/A	0
☐ New Lighting System - Parking Garage	N/A	0	N/A	0
☒ Altered Lighting System	Area Category Method	1790	N/A	0
Total Area of Work (ft²)	1790			

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-E
Project Name: Roseville Aquatics Complex - 3051 Woodcreek Oaks Blvd	**Report Page:** (Page 2 of 7)
	Date Prepared: 2026-01-22T12:25:30-05:00

C. COMPLIANCE RESULTS

If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D for guidance.

Lighting in conditioned and unconditioned spaces must not be combined for compliance per 140.6(b)1 /170.2(e)	Allowed Lighting Power per 140.6(b) /170.2(e) (Watts)						Adjusted Lighting Power per 140.6(a) /170.2(e) (Watts)				Compliance Results
	01	02	03	04	05		06	07		08	09
	Complete Building 140.6(c)1	Area Category 140.6(c)2 /170.2(e)4	Area Category Additional 140.6(c)2G / 170.2(e)4Av (+)	Tailored 140.6(c)3 /170.2(e)4B (+)	**Total Allowed** (Watts)		Total Designed (Watts)	Adjustments PAF Lighting Control Credits 140.6(a)2 /170.2(e)1B (-)		**Total Adjusted** (Watts) *Includes Adjustments	**05 must be >= 08 140.6 /170.2(e)**
	(See Table I)	(See Table I)	(See Table J)	(See Table K)			(See Table F)	(See Table P)			
Conditioned		958.9			= 958.9	≥	892		=	892	COMPLIES
Unconditioned					=	≥			=		
										Controls Compliance (See Table H for Details)	COMPLIES
										Rated Power Reduction Compliance (See Table Q for Details)	

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-E
Project Name: Roseville Aquatics Complex - 3051 Woodcreek Oaks Blvd	**Report Page:** (Page 3 of 7)
	Date Prepared: 2026-01-22T12:25:30-05:00

F. INDOOR LIGHTING FIXTURE SCHEDULE

This table includes all planned permanent and portable lighting other than dwelling unit/ hotel/ motel room lighting. Multifamily dwelling unit and hotel/motel room lighting is documented in Table T. If using Table T to document lighting in multifamily common use areas providing shared provisions for living, eating, cooking or sanitation, those luminaires are not included here.

Designed Wattage: Conditioned Spaces

01	02	03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description	Modular (Track) Fixture	Small Aperture & Color Change [1]	Watts per luminaire[2]	How is Wattage determined	Total Number of Luminaires	Excluded per 140.6(a)3 / 170.2(e)2C	Design Watts	Field Inspector	
									Pass	Fail
A / A1	4 FT LED SURFACE WRAP	No	NA	28	Mfr. Spec	22	No	616	☐	☐
B	LED SURFACE DOWNLIGHT	No	NA	12	Mfr. Spec	12	No	144	☐	☐
C	4 FT LED SURFACE WRAP	No	NA	22	Mfr. Spec	6	No	132	☐	☐
							Total Designed Watts: CONDITIONED SPACES	892		

[1]*FOOTNOTE: Design Watts for small aperture and color changing luminaires which qualify per 140.6(a)4B /170.2(e)2D is adjusted to be 75% /80% of their rated wattage. Table F automatically makes this adjustment, the permit applicant should enter full rated wattage in column 05.*

[2]*Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per 130.0(c) /160.5(b). Wattage used must be the maximum rated for the luminaire, not the lamp.*

G. MODULAR LIGHTING SYSTEMS

This section does not apply to this project.

H. INDOOR LIGHTING CONTROLS (Not including PAFs)

This table includes lighting controls for conditioned and unconditioned spaces.

Building Level Controls

01	02	03	
		Field Inspector	
		Pass	Fail
Mandatory Demand Response 110.12(c)	Shut-off controls 130.1(c) / 160.5(b)4C		
NA < 4,000W subject to multilevel	See Area/Space Level Controls	☐	☐

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-E
Project Name: Roseville Aquatics Complex - 3051 Woodcreek Oaks Blvd	**Report Page:** (Page 4 of 7)
	Date Prepared: 2026-01-22T12:25:30-05:00

H. INDOOR LIGHTING CONTROLS (Not including PAFs)

Area Level Controls

04	05	06	07	08	09	10	11	12	
Area Description	Complete Building or Area Category Primary Function Area	Manual Area Controls 130.1(a) /160.5(b)4A	Multi-Level Controls 130.1(b) /160.5(b)4B	Shut-Off Controls 130.1(c) //160.5(b)4C	Primary/Sky lit Daylighting 130.1(d) /160.5(b)4D	Secondary Daylighting 130.1(d) /160.5(b)4D	Interlocked Systems 140.6(a)1/170.2(e)2A	Field Inspector	
								Pass	Fail
RESTROOM / LOCKEROOM	Restroom	Auth. Personnel	NA: Restrooms	See Building Level	NA: Not daylit zone	NA: Not daylit zone	No	☐	☐
					13				
					Plan Sheet Showing Daylit Zones:				

I. LIGHTING POWER ALLOWANCE: COMPLETE BUILDING OR AREA CATEGORY METHODS

Each area complying using the Complete Building or Area Category Methods per 140.6(b) are included in this table. Column 06 indicates if additional lighting power allowances per 140.6(c) or adjustments per 140.6(a) are being used .

Conditioned Spaces

01	02	03	04	05	06	
Area Description	Complete Building or Area Category Primary Function Area	Allowed Density (W/ft²)	Area (ft²)	Allowed Wattage (Watts)	Additional Allowance / Adjustment	
					Area Category	PAF
RESTROOM	Restroom	0.65	767	498.55	No	No
LOCKER ROOM	Locker/Dressing Room	0.45	1,023	460.35	No	No
		TOTALS:	1,790	958.9	See Tables J, or P for detail	

J. ADDITIONAL ALLOWANCE: AREA CATEGORY METHOD QUALIFYING LIGHTING SYSTEM

This section does not apply to this project.

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-E
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K. TAILORED METHOD GENERAL LIGHTING POWER ALLOWANCE

This section does not apply to this project.

L. ADDITIONAL LIGHTING ALLOWANCE: TAILORED WALL DISPLAY

This section does not apply to this project.

M. ADDITIONAL LIGHTING ALLOWANCE: TAILORED FLOOR AND TASK LIGHTING

This section does not apply to this project.

N. ADDITIONAL LIGHTING ALLOWANCE: TAILORED DECORATIVE /SPECIAL EFFECTS

This section does not apply to this project.

O. ADDITIONAL LIGHTING ALLOWANCE: TAILORED VERY VALUABLE MERCHANDISE

This section does not apply to this project.

P. POWER ADJUSTMENT: LIGHTING CONTROL CREDIT (POWER ADJUSTMENT FACTOR (PAF))

This section does not apply to this project.

Q. RATED POWER REDUCTION COMPLIANCE FOR ONE-FOR-ONE ALTERATIONS

This section does not apply to this project.

R. 80% LIGHTING POWER FOR ALL ALTERATIONS - CONTROLS EXCEPTIONS

This section does not apply to this project.

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-E
Project Name: Roseville Aquatics Complex - 3051 Woodcreek Oaks Blvd	**Report Page:** (Page 6 of 7)
	Date Prepared: 2026-01-22T12:25:30-05:00

S. DAYLIGHT DESIGN POWER ADJUSTMENT FACTOR (PAF)

This section does not apply to this project.

T. DWELLING UNIT LIGHTING

This section does not apply to this project.

U. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selections have been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online

Form/Title
NRCI-LTI-E - Must be submitted for all buildings

V. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

There are no NRCA forms required for this project.

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-E
Project Name: Roseville Aquatics Complex - 3051 Woodcreek Oaks Blvd	**Report Page:** (Page 7 of 7)
Project Address:	**Date Prepared:** 2026-01-22T12:25:30-05:00

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Rickert Henriksen		Documentation Author Signature:	
Company:	SACRAMENTO ENGINEERING CONSULTANTS	Signature Date:	AS DATE PREPARED
Address:	10555 OLD PLACERVILLE RD	CEA / HERS Certification Identification (if applicable):	
City/State/Zip:	SACRAMENTO, CA 95827	Phone:	(916) 368-4468

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for compliance with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Rickert Henriksen		Responsible Designer Signature:	
Company:	SACRAMENTO ENGINEERING CONSULTANTS	Date Signed:	AS DATE PREPARED
Address:	10555 OLD PLACERVILLE RD	License:	E-10629
City/State/Zip:	SACRAMENTO, CA 95827	Phone:	(916) 368-4468:

For Council Approval
Not for Bidding

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Roseville Aquatics Complex - Locker Room Alterations
3051 Woodcreek Oaks Blvd
Roseville, CA 95747

WMB Project No. 25-019

SACRAMENTO ENGINEERING CONSULTANTS
10555 Old Placerville Road
Sacramento, CA 95827-2503
Phone: (916) 368-4468
Fax: (916)368-4490
www.saceng.com
Job No. 25276

REGISTERED PROFESSIONAL ENGINEER
ROBERT C. FERGUSON
No. E-10629
EXP. 6-30-2027
STATE OF CALIFORNIA - ELECTRICAL
Date Signed: April 15, 2026

PUBLISH HISTORY:

No.	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.17.26	Plan Check Response

TITLE 24

E4.1

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NUMBERED NOTES

1 EXISTING MUSCO POLE AND LIGHTING SYSTEM, TO BE UPGRADED WITH NUMBER OF HEADS AS NOTED. CONTRACTOR SHALL OBTAIN CONTRACT WITH MUSCO FOR A FULL SYSTEM UPGRADE, KEEPING EXISTING POLES AND PROVIDING NEW LIGHTING SYSTEM AS REQUIRED FOR A FULL AND OPERATIONAL SYSTEM.

PERFORMANCE NOTE

REFER TO BOOK SPECIFICATIONS PREPARED BY MUSCO SPORTS LIGHTING FOR ROSEVILLE AQUATIC FOR ADDITIONAL INFORMATION.

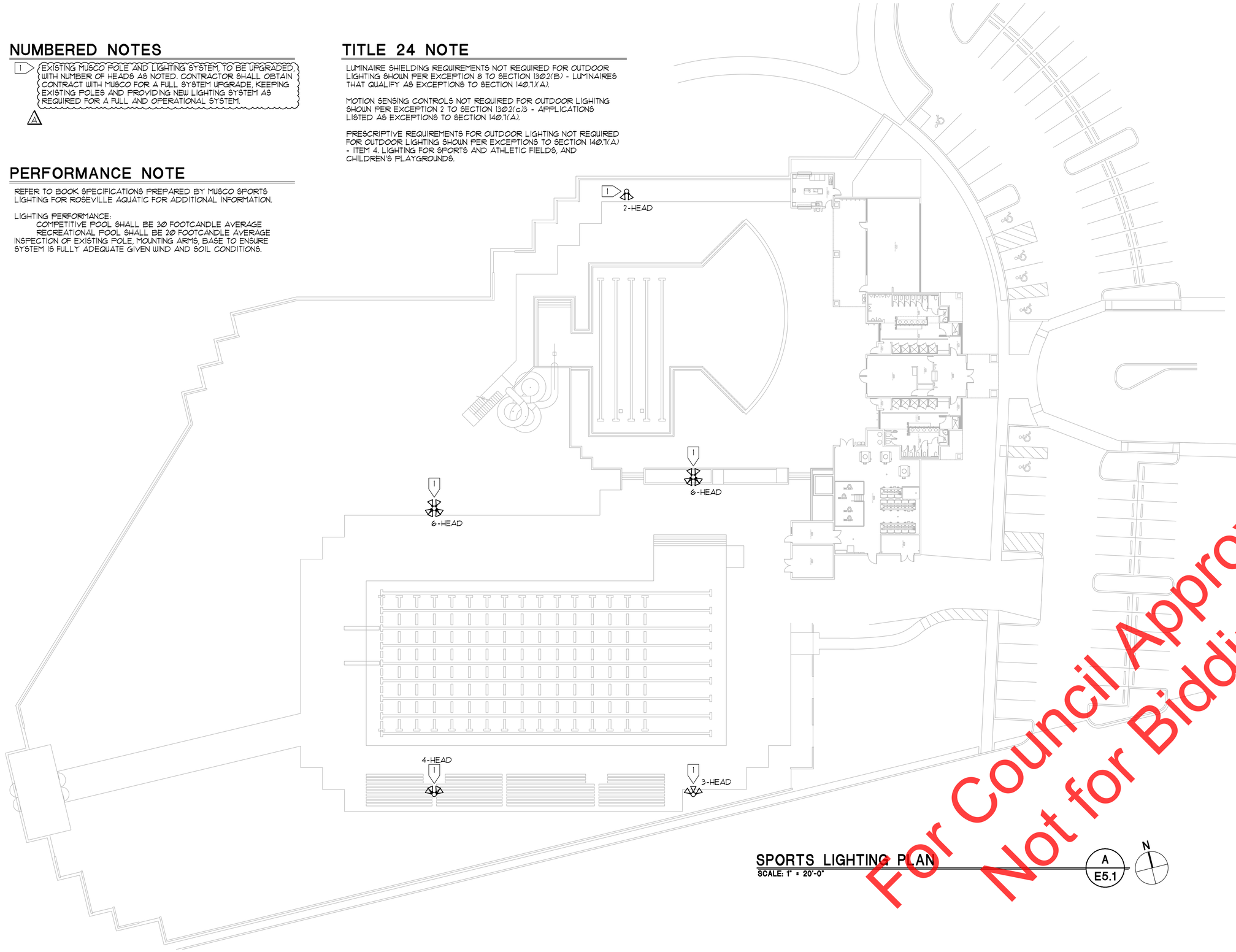
LIGHTING PERFORMANCE:
COMPETITIVE POOL SHALL BE 30 FOOTCANDLE AVERAGE
RECREATIONAL POOL SHALL BE 20 FOOTCANDLE AVERAGE
INSPECTION OF EXISTING POLE, MOUNTING ARMS, BASE TO ENSURE SYSTEM IS FULLY ADEQUATE GIVEN WIND AND SOIL CONDITIONS.

TITLE 24 NOTE

LUMINAIRE SHIELDING REQUIREMENTS NOT REQUIRED FOR OUTDOOR LIGHTING SHOWN PER EXCEPTION 8 TO SECTION 130.2(B) - LUMINAIRES THAT QUALIFY AS EXCEPTIONS TO SECTION 140.7.1(A).

MOTION SENSING CONTROLS NOT REQUIRED FOR OUTDOOR LIGHITNG SHOWN PER EXCEPTION 2 TO SECTION 130.2(C)3 - APPLICATIONS LISTED AS EXCEPTIONS TO SECTION 140.7.1(A).

PRESCRIPTIVE REQUIREMENTS FOR OUTDOOR LIGHTING NOT REQUIRED FOR OUTDOOR LIGHTING SHOWN PER EXCEPTIONS TO SECTION 140.7(A) - ITEM 4. LIGHTING FOR SPORTS AND ATHLETIC FIELDS, AND CHILDREN'S PLAYGROUNDS.



SPORTS LIGHTING PLAN
SCALE: 1" = 20'-0"

A
E5.1

N

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REGISTERED PROFESSIONAL ENGINEER
ROBERT E. TOMKINS
No. E-10629
EXP. 6-30-2027
STATE OF CALIFORNIA

Date Signed: April 15, 2026

PUBLISH HISTORY:

	DATE	PURPOSE
	02.20.26	Initial Submittal
A	04.15.26	Coordination
1	04.17.26	Plan Check Response

BID ALTERNATE #4 - SPORTS LIGHTING PLAN

E5.1

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LEGEND

MD	=	MAIN DRAIN	1/SP-6
FI	=	FLOOR INLET	2/SP-6
UL	=	UNDERWATER LIGHT	4/SP-6
RA	=	ROPE ANCHOR	3/SP-6
HR	=	HANDRAIL	4,5/SP-3
LAD	=	LADDER	2/SP-5
GR	=	GRABRAIL	1/SP-5
(N)	=	NEW	
(E)	=	EXISTING	
MGC	=	MOVEABLE-GUARD CHAIR	
GR	=	GRAB RAIL	
HR	=	HAND RAIL	
DM	=	DEPTH MARKER	
— — EJ — —	=	EXPANSION JOINT	1/SP-8
(crosshatch)	=	EXPANSION JOINT REPLACEMENT	1,3/SP-8

DEDUCTIVE ALTERNATE 1

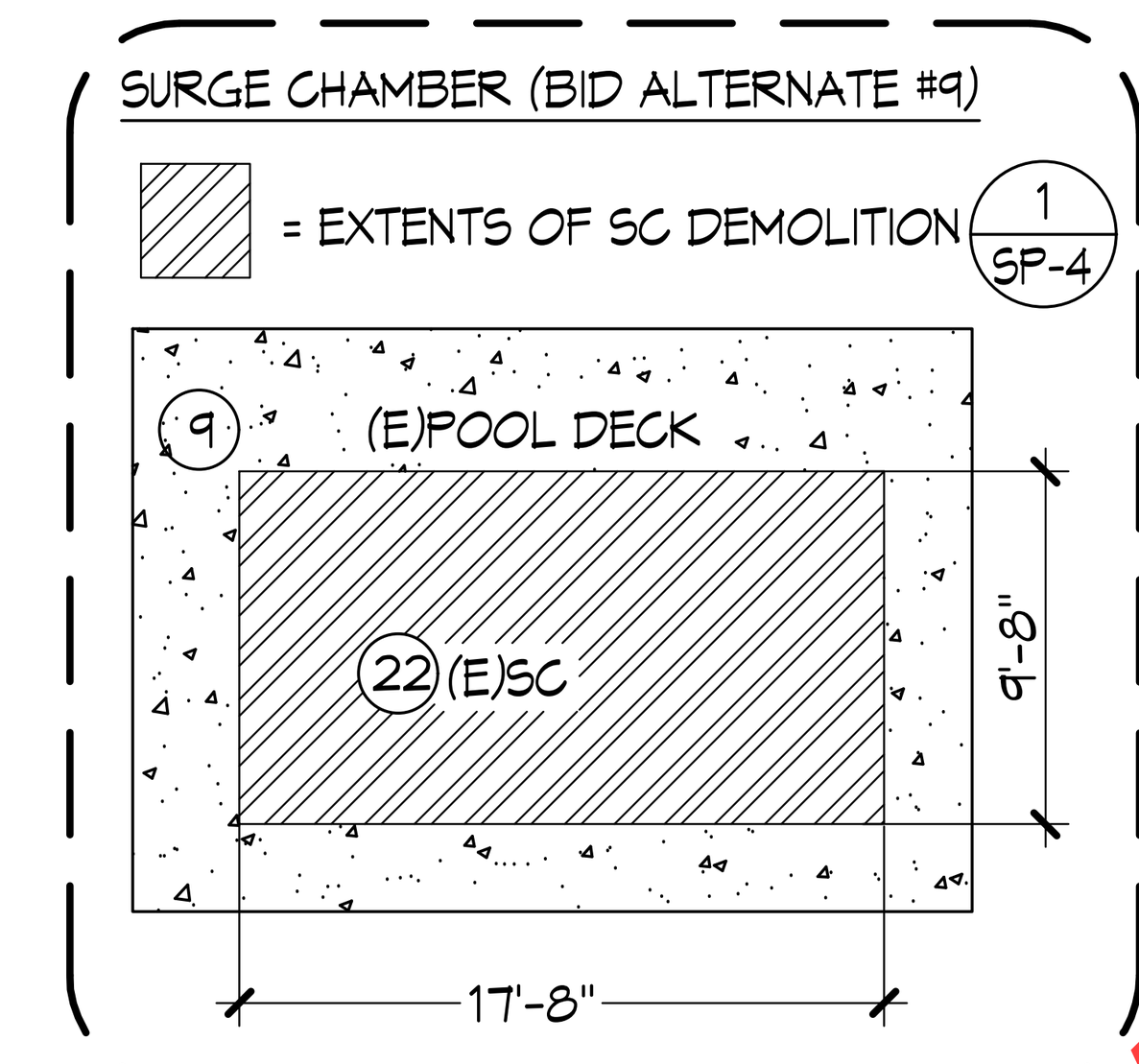
(hatch) = CONTRACTOR TO PROVIDE IN THEIR BASE BID THE COST TO SAWCUT THE EXISTING POOL FLOOR AS REQUIRED TO REMOVE AND REPLACE ALL MAIN DRAINS AND PIPING TO CREATE A HYDRAULICALLY BALANCED SYSTEM AS INDICATED PER PLAN. REPAIR FLOOR BY DOWELING IN NEW REINFORCEMENT AND NEW CONCRETE PER DETAILS TO PROVIDE A COMPLETELY OPERATIONAL, FUNCTIONAL CIRCULATION AND LEGAL SYSTEM. IF THE EXISTING PIPING AND MAIN DRAINS ARE FOUND TO BE COMPLIANT WITH VGBA AND SOFA STANDARD THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A CREDIT FOR THE COSTS ASSOCIATED WITH THE WORK. (1/SP-6) (2/SP-8)

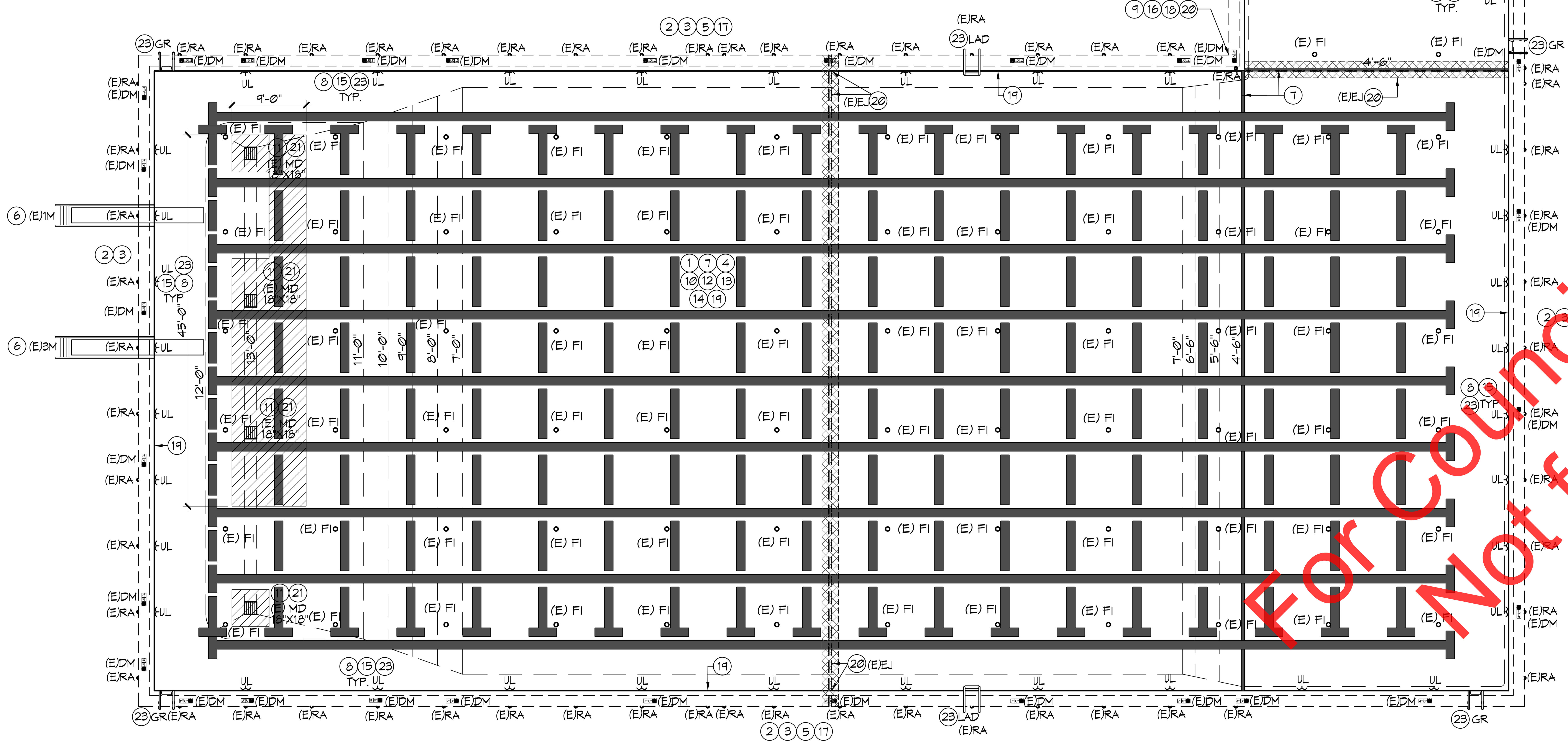
SWIMMING POOL DATA

SURFACE AREA	=	12,994 SQ. FT.
PERIMETER	=	520 FT.
DEPTH	=	3'-0" - 13'-0'
VOLUME	=	691,624 GAL
6 HR. TURNOVER	=	1,922 GPM

DEMOLITION/CONSTRUCTION NOTES

1. CONTRACTOR IS TO PHOTOGRAPH AND DOCUMENT ON A PLAN ANY AND ALL EXISTING DAMAGED ITEMS/SURFACES/FINISHES IN AND IMMEDIATELY AROUND THE WORK AREA AND ALONG ALL WORK PATHS FROM STAGING AREA PRIOR TO THE START OF WORK. CONTRACTOR IS TO SITE WALK ALL EXISTING DAMAGED AREAS WITH THE OWNER AND PROVIDE A COPY OF THE PHOTOGRAPHS AND DOCUMENTATION BEFORE WORK BEGINS. FAILURE TO PROVIDE THIS INFORMATION REPRESENTS ACCEPTANCE BY THE CONTRACTOR THAT ALL EXISTING SURROUNDING FINISHES (CONCRETE, AC PAVING, FLOORING, ETC.) AND ALL GATES, DOORS, PATHWAYS, ETC. ARE UNDAMAGED AND IN CLEAN AND FUNCTIONING CONDITION, AND CONTRACTOR ACCEPTS THE RESPONSIBILITY TO MAINTAIN AND CORRECT ANY DAMAGE LATER FOUND BY THE OWNER DURING CONSTRUCTION PERIOD IN THESE AREAS AT NO EXPENSE TO THE OWNER.
2. THE CONTRACTOR SHALL COORDINATE DEMOLITION WITH OTHER TRADES, AND SHALL PROTECT ALL EXISTING WORK, BUILDINGS, UTILITIES, ETC. TO REMAIN AS REQUIRED FOR RENOVATION OF SWIMMING POOL.
3. COORDINATE INGRESS/EGRESS AND HAUL ROUTES WITH THE OWNER PRIOR TO START OF WORK.
4. (A-D/SP-2) (1/SP-1) POOL PLAN VIEWS AND SECTIONS ARE SHOWN FOR CONTRACTOR INFORMATION AND ASSISTANCE. THE CONTRACTOR IS RESPONSIBLE FOR INDIVIDUAL SQUARE FOOTAGE TAKE-OFFS AND ESTIMATIONS WITH REGARD TO DEMOLITION, PREPARATION, AS WELL AS MEANS AND METHODS OF CONSTRUCTION. CONTRACTOR SHALL VISIT THE SITE AS REQUIRED TO ACCOMPLISH THE WORK, AND TO BECOME FAMILIAR WITH SCOPE AND SERVICES OF WORK REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BRINGING ANY DISCREPANCIES OR REQUESTS FOR CLARIFICATIONS RELATED TO THE CONTRACT DOCUMENTS OR DESIGN TO THE ARCHITECT'S ATTENTION WITH AN RFI PRIOR TO BIDDING ON THE PROJECT.
5. COORDINATE PROPOSED CONTRACTOR STAGING AREA WITH THE OWNER PRIOR TO CONSTRUCTION. PROVIDE TEMPORARY, TOILET(S), FENCING, GATES, ETC. AS REQUIRED.
6. PRIOR TO DEMOLITION, CONTRACTOR TO COORDINTATE WITH OWNER ITEMS (QUANITY AND QUALITY) TO BE SALVAGED, RETURNED TO OWNER, AND / OR PROTECTED IN PLACE. ALL EXISTING DECK EQUIPMENT SHALL BE PROTECTED AND REUSED, EXCEPT WHEN NOTED TO BE REPLACED.
7. (1-3/SP-3) (3,4/SP-7) REMOVE AND REPLACE ALL EXISTING POOL FINISHES INCLUDING NEW GUTTER LIP TILE, WATERLINE TILE, LANE LINE TARGETS, LANE LINES, TRIM TILE ON STAIRS, 4'-6" DEPTH MARKER TILE AND PLASTER FINISHES DOWN TO ORIGINAL SOUND CONCRETE/SHOTCRETE. ANY CRACKS SHALL BE CHIPPED OUT TO A MINIMUM TO ¾"x¾" AND THEN FILLED FLUSH WITH NON-SHRINK GROUT. ALL EXPOSED REBAR, RUST SPOTS, ETC. SHALL BE EXPOSED, BUSHED DOWN 1½" BELOW FINISH SURFACE, ZINC COATED AND FILLED FLUSH WITH NON-SHRINK GROUT. OTHER IMPERFECTIONS IN THE POOL SHELL SHALL BE REPAIRED PRIOR TO INSTALLING A NEW WHITE PLASTER FINISH.
8. (4/SP-6) REMOVE AND REPLACE ALL OF THE EXISTING POOL UNDERWATER LIGHT FIXTURES. BEFORE ORDERING NEW POOL UNDERWATER LED LIGHT FIXTURES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE CONDITION OF EACH EXISTING POOL LIGHT NICHE TO ENSURE THEY ARE NOT DAMAGED AND HAVE BEEN INSTALLED IN ACCORDANCE WITH ARTICLE 680 OF THE NEC. THE CONTRACTOR SHALL DETERMINE THE CORRECT SIZE AND THE TYPE OF REPLACEMENT LED LIGHT FIXTURE THAT CAN BE PROPERLY USED TO FIT AND SECURE INTO THE EXISTING NICHE. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE PILOT HOLE THREADS AND NICHE HOOK AT EACH EXISTING POOL LIGHT NICHE ARE NOT DAMAGED AND ARE COMPLETELY INTACT AND READY TO RECEIVE A NEW LED LIGHT FIXTURE. IOR/BUILDING DEPARTMENT TO REVIEW AND APPROVE INSTALLATION PRIOR TO PLASTERING THE POOL.
9. PROPERLY CLEAN AND PREPARE GUTTER AND SURGE CHAMBER SURFACES AND APPLY TWO (2) COATS OF WATERPROOFING MATERIAL PER THE MANUFACTURER'S RECOMMENDATIONS AND PROJECT SPECIFICATIONS. CONTRACTOR SHALL REPLACE BUTTERFLY VALVE AND FLOAT VALVE IN SURGE CHAMBER AS PART OF THIS WORK.
10. REPLACE ANY DAMAGED OR LOST POOL FITTINGS, GRATES, ROPE ANCHORS LOST DURING DEMOLITION/CONSTRUCTION AS REQUIRED.
11. CONTRACTOR SHALL INSPECT ALL EXISTING MAIN DRAIN SUMPS FOR COMPLIANCE WITH CURRENT VGBA AND SOFA STANDARDS AND REPORT FINDINGS TO ARCHITECT IF IT IS DETERMINED THAT THE EXISTING PIPING, SUMPS, AND GRATES ARE NOT COMPLAINT WITH CURRENT VGBA AND SOFA STANDARDS.
12. THE CONTRACTOR SHALL ENSURE THAT ALL SURFACES ARE PREPARED TO RECEIVE NEW WHITE PLASTER FINISH. WEATHER CONDITIONS SHALL BECOME A CRITICAL PART OF WORK AND SHALL BE TAKEN INTO CONSIDERATION AT THE TIME OF PLASTER APPLICATION. THE CONTRACTOR SHALL PROVIDE A SUFFICIENT NUMBER OF WORKERS TO ENSURE THAT THE ENTIRE POOL CAN BE PLASTERED IN A SINGLE DAY OR SHALL PROVIDE CONTINUAL MISTING OF PLASTERED SURFACES TO ENSURE THAT PLASTER IS NOT EXPOSED TO THE AIR FOR A PERIOD OF TIME WHICH WOULD CAUSE DAMAGE IN ANY WAY.
13. CONTRACTOR SHALL FIELD LOCATE EXISTING UNDERGROUND MAIN DRAIN PIPING FROM MECHANICAL ROOM AND PRESSURE TEST TO CONFIRM INTEGRITY FOR CONTINUED USE.
14. THE OWNER SHALL IDENTIFY THE POOL FILL WATER SOURCE FROM CLOSEST FIRE HYDRANT AND SHALL PAY FOR THE WATER TO FILL THE POOL. THE CONTRACTOR IS RESPONSIBLE FOR FIRE HOSE, HOSES, FILLING AND PROTECTION OF PLASTER SURFACES. FILL SOURCE SHALL BE BLOWN-OFF INITIALLY TO PROVIDE A CLEAN DOMESTIC WATER SOURCE. THE CONTRACTOR SHALL PROVIDE CONTINUOUS FILL UNTIL THE WATER IS AT OPERATIONAL LEVEL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND BALANCING OF THE POOL WATER FOR A PERIOD OF NOT LESS THAN SEVEN (7) DAYS AFTER PLASTER. THE CONTRACTOR SHALL COORDINATE THEIR EFFORTS WITH OWNERS STAFF TO PROVIDE INSTRUCTION AND TRAINING IN PROPER OPERATION OF POOL IN CONJUNCTION WITH NEW PLASTER SURFACES.
15. EXISTING UNDERWATER LIGHT JUNCTION BOXES AND OUTLETS TO REMAIN PROTECTED IN PLACE AND REUSED. VERIFY ALL COMPONENTS MEET CURRENT ARTICLE 680 OF THE N.E.C.
16. ALL EXISTING POOL GUTTER PIPING TO REMAIN PROTECTED IN PLACE. CONTRACTOR TO FIELD LOCATE.
17. FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION SHALL BE IN CONFORMANCE WITH NFC CHAPTER 33.
18. ALL EXISTING GUTTER OUTLET GRATES SHALL BE REMOVED AND REPLACED.
19. THE EXISTING POOL GUTTER LIP ELEVATIONS SHALL BE SURVEYED AND VERIFIED PRIOR TO DEMOLITION. THE POOL CONTRACTOR SHALL CORRECT ALL EXISTING UNLEVEL CONDITIONS AS PART OF NEW TILE INSTALLATION TO ACHIEVE A LEVEL AND UNIFORM FINISHED SURFACE. THE NEW POOL WATER LEVEL AND GUTTER TO ACCOMMODATE ANY SETTLEMENT THAT HAS RENDERED THE POOL OUT OF LEVEL. CONTRACTOR SHALL SUBMIT A SHOP DRAWING WITH EXISTING AND PROPOSED ELEVATIONS OF THE POOL GUTTER AND FINISHED TILE FOR REVIEW AND APPROVAL. PRIOR TO NEW WORK.
20. (3/SP-8) CONTRACTOR SHALL REMOVE THE EXISTING POOL EXPANSION THE ENTIRE WIDTH OF POOL AND UP WALLS.
21. CONTRACTOR SHALL PERFORM A CCTV VIDEO INSPECTION OF ALL EXISTING MAIN DRAIN PIPING SYSTEMS TO DETERMINE WHETHER THE EXISTING SYSTEM IS HYDRAULICALLY BALANCED. BASED ON FINDINGS, CONTRACTOR SHALL PROVIDE A WRITTEN REPORT AND VIDEO DOCUMENTATION TO THE ARCHITECT FOR REVIEW TO DETERMINE IF MODIFICATIONS ARE REQUIRED AS SHOWN IN DEDUCTIVE ALTERNATE 1. IF THE SYSTEM IS DETERMINED TO BE NOT HYDRAULICALLY BALANCED, CUTTING AND RECONSTRUCTION OF THE POOL FLOOR AND ASSOCIATED PIPING MAY BE REQUIRED UNDER DEDUCTIVE ALTERNATE 1.
22. (1-3/SP-4) CONTRACTOR TO DEMO EXISTING SURGE CHAMBER LID AND PREPARE SURGE CHAMBER FOR NEW STRUCTURAL LID, ACCESS HATCH, LADDER, AND WATERPROOFING.
23. GRABRAILS, HANDRAILS, AND LADDERS TO BE REMOVED AND REPLACED UTILIZING EXISTING ANCHORS WHERE NOTED.
24. PRIOR TO DRAINING THE POOL THE CONTRACTORS SHALL INSPECT EACH OF THE UNDERWATER LIGHTS FOR FIT AND FINISH AROUND THE NICHE AND THE EXISTING PLASTER FINISH AND PROVIDE A REPORT TO THE ARCHITECT AND OWNER FOR THEIR REVIEW. AFTER THE POOL IS DRAINED THE CONTRACTOR SHALL ISSUE AN ADDITIONAL REPORT ON THE STATUS OF THE EXISTING POOL LIGHT NICHE, CONDUIT, ABILITY FOR THE LIGHT FIXTURE CORD TO BE PULLED, AND ANY OTHER AREAS OF CONCERN REGARDING THE CONTINUED USE OF THE LIGHT NICHE AND CONDUIT. IF IT IS DETERMINED THAT THE LIGHT NICHE IS NOT SUITABLE TO BE REUSED THE CONTRACTOR SHALL PROVIDE A SUBMITTAL OF THEIR PROPOSED REPAIR BASED ON THE CONDITIONS. CONTRACTOR SHALL PROVIDE A UNIT COST FOR THE REPLACEMENT OF A UNDERWATER LIGHT NICHE IN THEIR BASE BID. CONTRACTOR TO INCLUDE ALL COSTS ASSOCIATED WITH REMOVING AND REPLACING THE LIGHT NICHE AND 100' OF 1" CONDUIT TO THE JUNCTION BOX. ALSO INCLUDE THE COSTS ASSOCIATED WITH REMOVING AND REPLACING THE AREA OF POOL DECK REQUIRED TO MAKE THE REPAIR.
25. ANY REQUIRED SIGNAGE THAT IS DAMAGED, MISSING, OR ILLEGIBLE SHALL BE REPLACED.





1 SWIMMING POOL DEMOLITION PLAN ⅛"=1'-0"

For Council Approval
Not for Bidding

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WMB Project No. 25-019

CITY OF ROSEVILLE CALIFORNIA

Roseville Aquatics Complex - Locker Room Alterations
3051 Woodcreek Oaks Blvd
Roseville, CA 95747

AQUATIC DESIGN GROUP
2226 Faraday Ave. Carlsbad, CA 92008
AquaticDesignGroup.com
760.438.8400

LICENSED ARCHITECT GREGORY S. FERREL C-35802 REN. 07/31/27 STATE OF CALIFORNIA

12.05.25 100% CD

SWIMMING POOL LAYOUT PLAN

DP-1

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CERTIFICATION REQUIREMENTS

* THE CONTRACTOR SHALL RETAIN AN INDEPENDENT LICENSED SURVEYOR TO PROVIDE PROOF OF COMPLIANCE FOR REQUIRED POOL LENGTHS AS FOLLOWS: (RECOMMEND PATRELL ENG. GROUP (626) 335-4362)

SHORT COURSE-25YDS: (ALLOWS FOR TOUCH PADS AT ONE END) 75'-0 5/16" MIN.: 75'-1 3/16" MAX.

LONG COURSE-50M: (ALLOWS FOR TOUCH PADS AT BOTH ENDS) 164'-1⅛" MIN.; 164'-1¹¹⁄₁₆" MAX.

TOLERANCE AGAINST LENGTH SHALL EXTEND IN A VERTICAL PLANE 0.3M (12") ABOVE AND 0.8M. (2'-7½") BELOW THE SURFACE OF THE WATER AT ALL POINTS OF BOTH END WALLS TYP. OF ALL COURSES.

THE INDEPENDENT LICENSED SURVEYOR SHALL FILL OUT, NOTARIZE AND FILE OFFICIAL CERTIFICATION FORM(S) WITH USA SWIMMING FOR CLASS A COMPETITION POOL.

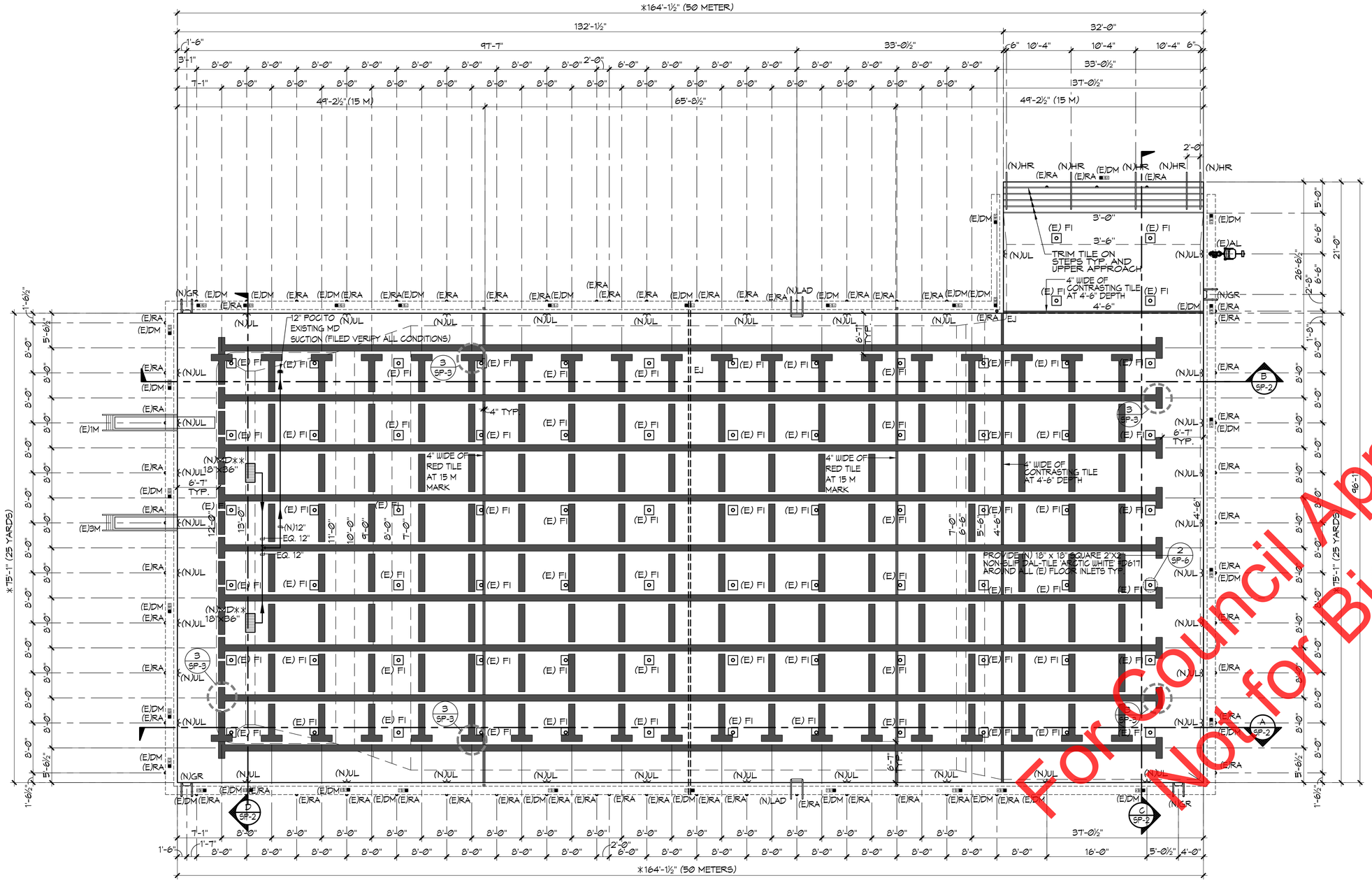
** CONTRACTOR SHALL RETAIN A LICENSED ENGINEER TO CERTIFY THE MAIN DRAIN SYSTEMS AS V.G.B. COMPLIANT.

(E) COMPETITION POOL DATA

SURFACE AREA	=	12,994 SQ. FT.
PERIMETER	=	520 FT.
DEPTH	=	3'-0" TO 13'-0"
VOLUME	=	691,624 GALLONS
6 HR TURNOVER	=	1,922 GPM

LEGEND

** MD	=	MAIN DRAIN
GR	=	GRABRAIL
LAD	=	LADDER
HR	=	HANDRAIL
UL	=	UNDERWATER LIGHT
RA	=	ROPE ANCHOR
FI	=	FLOOR INLET
--- EJ ---	=	EXPANSION JOINT
DM	=	DEPTH MARKER
AL	=	ACCESSIBLE LIFT
(N)	=	NEW
(E)	=	EXISTING



1 SWIMMING POOL LAYOUT PLAN

⅛"=1'-0"

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AquaticDesignGroup.com
760.438.8400

LICENSED ARCHITECT
C-35802
REN. 07/31/27
STATE OF CALIFORNIA

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SWIMMING POOL LAYOUT PLAN

SP-1

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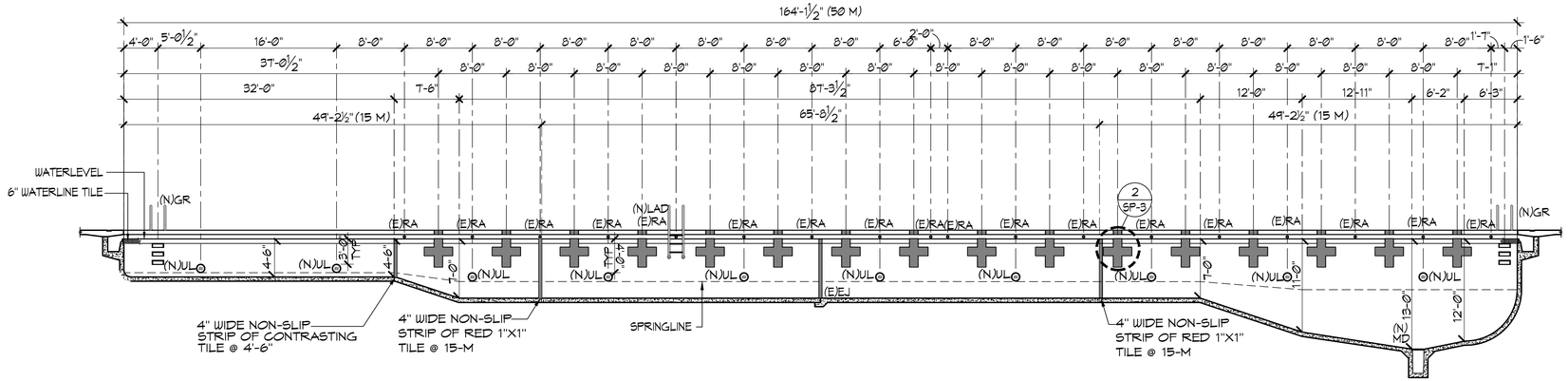
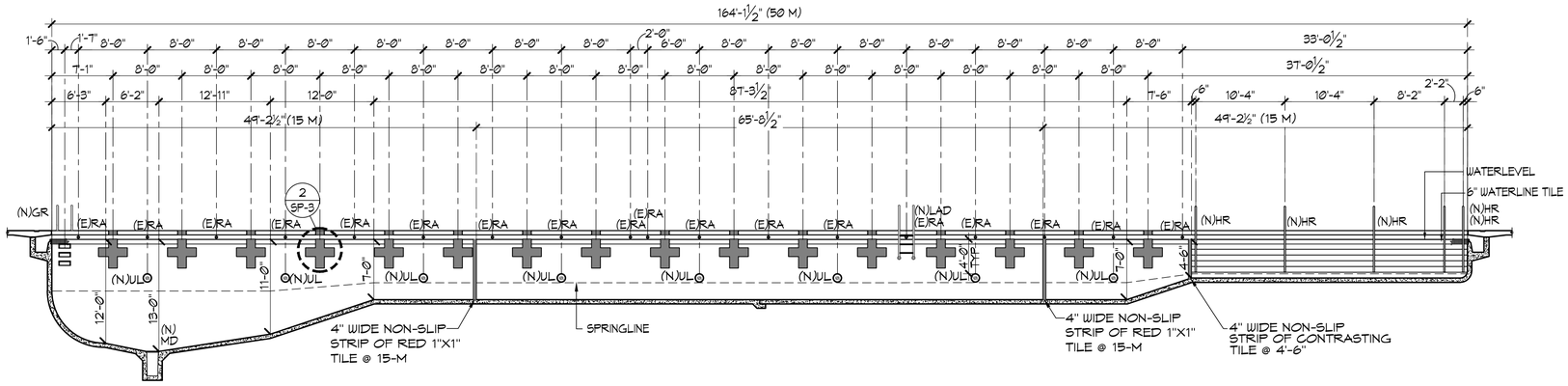
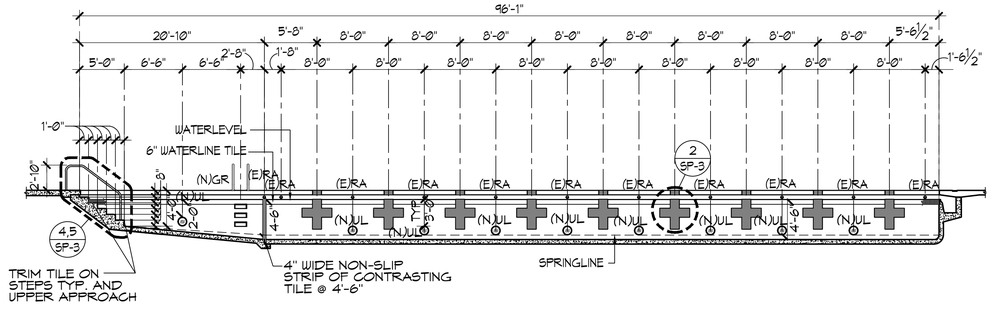


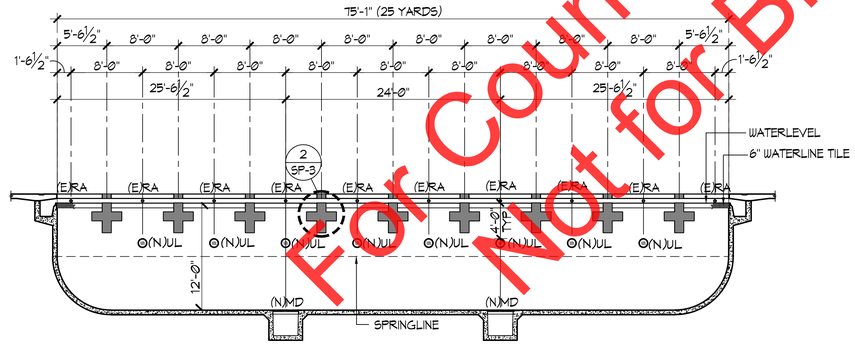
A **SWIMMING POOL SECTION** ⅛"=1'-0"



B **SWIMMING POOL SECTION** ⅛"=1'-0"



C **SWIMMING POOL SECTION** ⅛"=1'-0"



D **SWIMMING POOL SECTION** ⅛"=1'-0"

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SWIMMING POOL SECTION VIEW

SP-2

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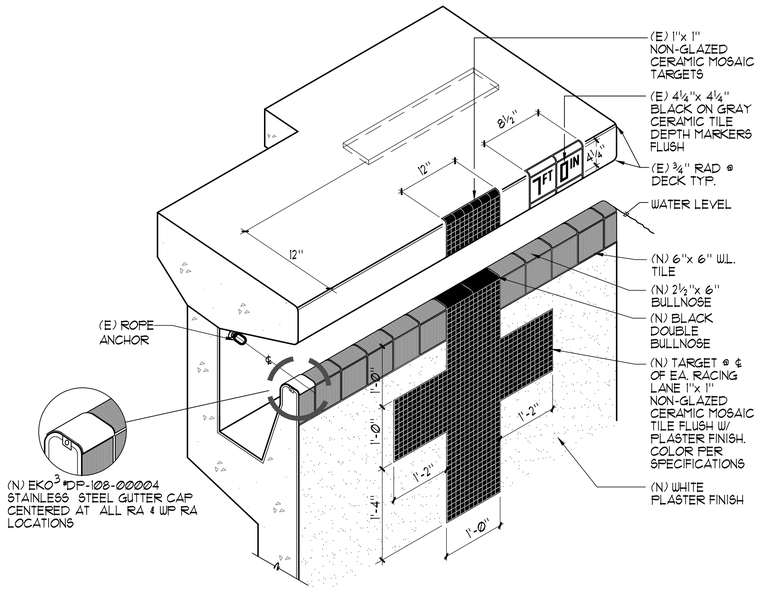
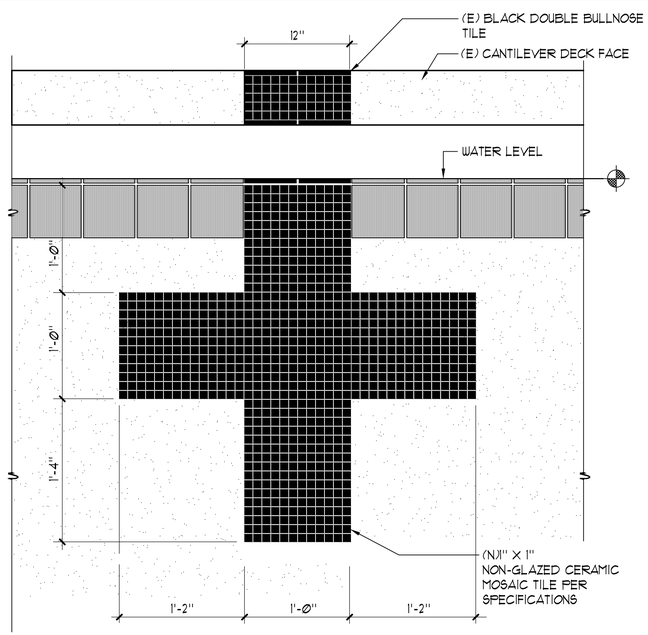
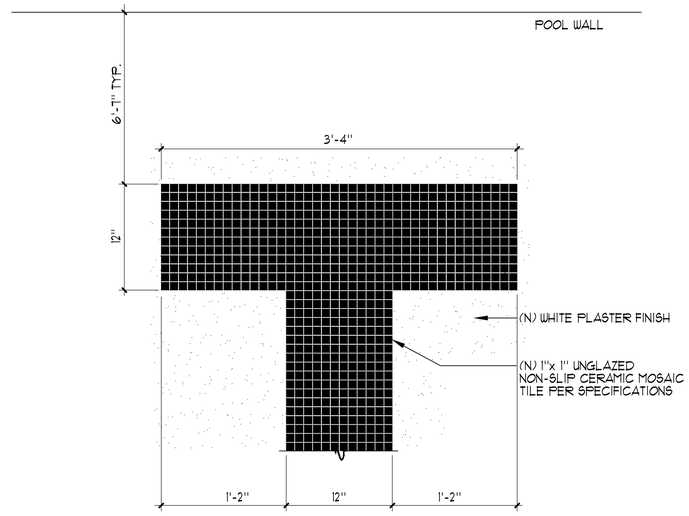


1 DEEP GUTTER PERSPECTIVE NO SCALE

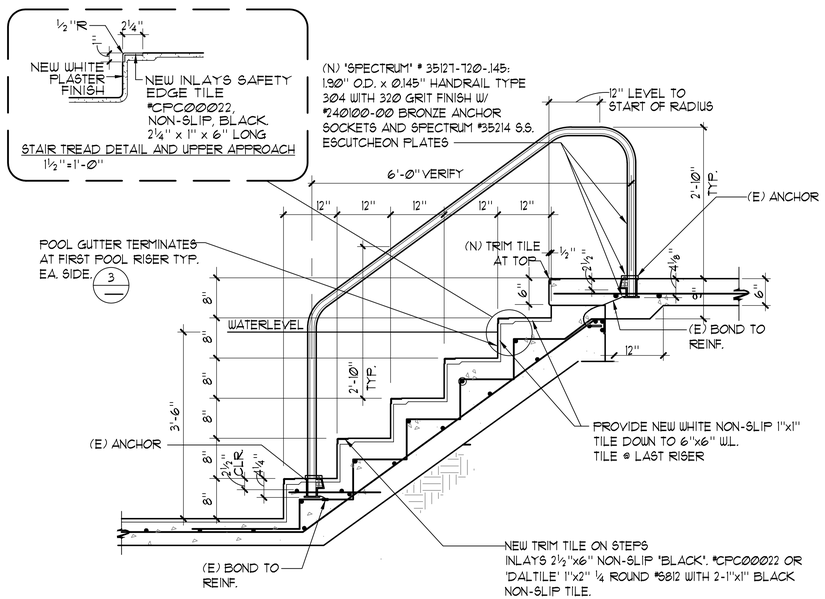


2 END WALL TARGETS 1½" = 1'-0"

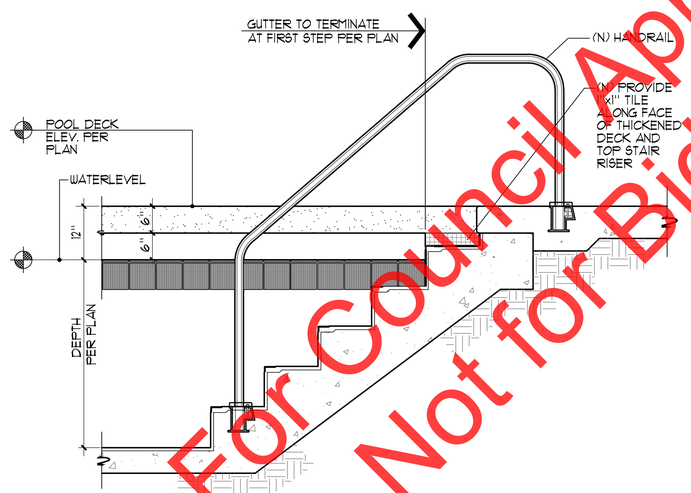


PLAN VIEW

3 RACING LANE LINE 1½" = 1'-0"



4 HANDRAIL DETAIL ¾"=1'-0"



5 GUTTER EDGE AT STAIRS ¾"=1'-0"

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SWIMMING POOL DETAILS

SP-3

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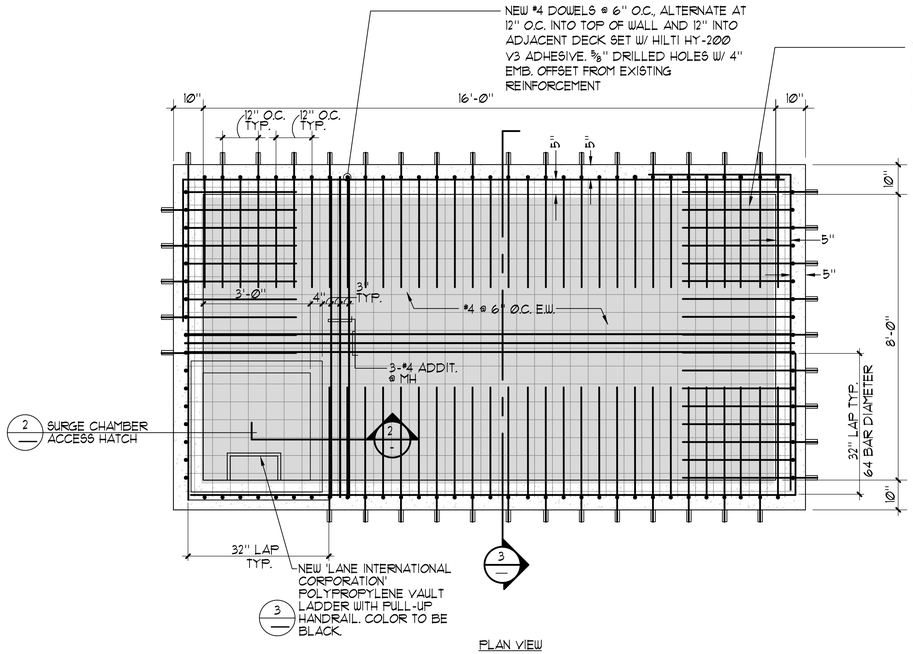
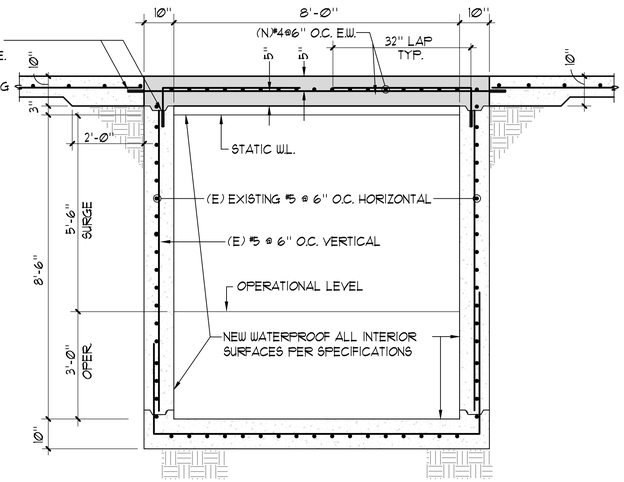


PLAN VIEW



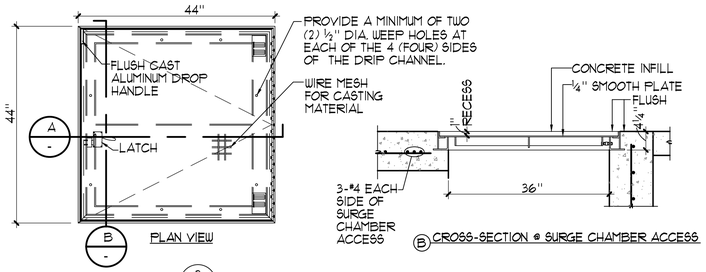
SECTION VIEW

LEGEND

O.C. = ON CENTER
E.W. = EACH WAY

1 SURGE CHAMBER

1/2"=1'-0"



PLAN VIEW

B CROSS-SECTION @ SURGE CHAMBER ACCESS

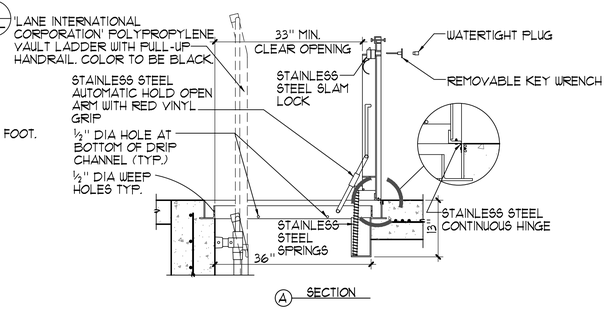
2 SURGE CHAMBER ACCESS COVER

3/4"=1'-0"

NOTES:

1. MATERIAL: ALUMINUM WITH STAINLESS STEEL BOLTS, NUTS, SPRINGS, SLAM LOCK, HINGES & HOLD OPEN ARM.
2. LOADING: 300 LBS. PER SQ. FOOT.
3. BITUMINOUS COATING IS APPLIED TO AREA OF FRAME IN CONTACT WITH CONCRETE.
4. HINGES TO BE LOCATED OPPOSITE LADDER RUNGS.

MANHOLE SHALL BE U.S.F. FABRICATION INC. #R-TFS-300-36x36 ALUMINUM. 1(800)258-6873.



3 SURGE CHAMBER ACCESS LADDER

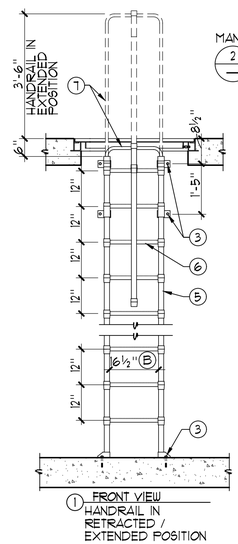
1/2"=1'-0"

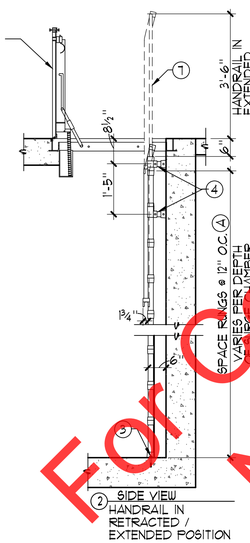
CONTRACTOR TO VERIFY:

(A) OVERALL LADDER HEIGHT

(B) LADDER WIDTH

'LANE INTERNATIONAL CORPORATION' POLYPROPYLENE VAULT LADDER WITH PULL-UP HANDRAIL. COLOR TO BE BLACK





NOTES:

1. LADDERS WITH PULL-UP HANDRAIL AVAILABLE IN 5 RUNG THROUGH 25 RUNG.
2. POLYPROPYLENE CONFORMS TO ASTM D-4101, LADDERS MEET ALL ASTM C-497 LOAD REQUIREMENTS AND OSHA 1910.26, AND 1910.27 SPECIFICATIONS.
3. FASTEN LADDER TO FLOOR AND WALL WITH 1/2"ø STAINLESS STEEL HILTI KB TZ 2 (ESR 4266) W/ 2 1/2" MIN. EMBED TYP.
4. STANDARD ADJUSTABLE MOUNTING BRACKET - O.D.
5. ALUMINUM REINFORCED COPOLYMER POLYPROPYLENE RAIL 1" x 1 1/4" DIA.
6. STEEL REINFORCED COPOLYMER POLYPROPYLENE RUNG 1 3/8" x 1 1/4" DIA. WITH MOLDED FINGER GRIPS, 12" C.C.
7. ALUMINUM AND STEEL REINFORCED COPOLYMER POLYPROPYLENE FULL UP HANDRAIL

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SWIMMING POOL DETAILS

SP-4

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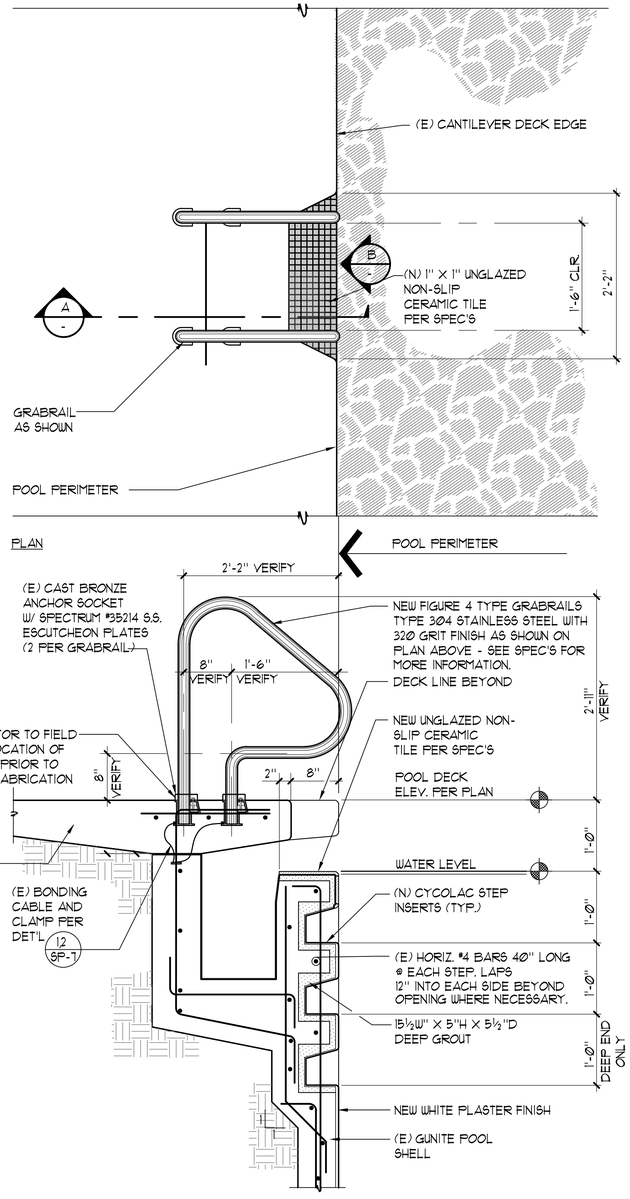
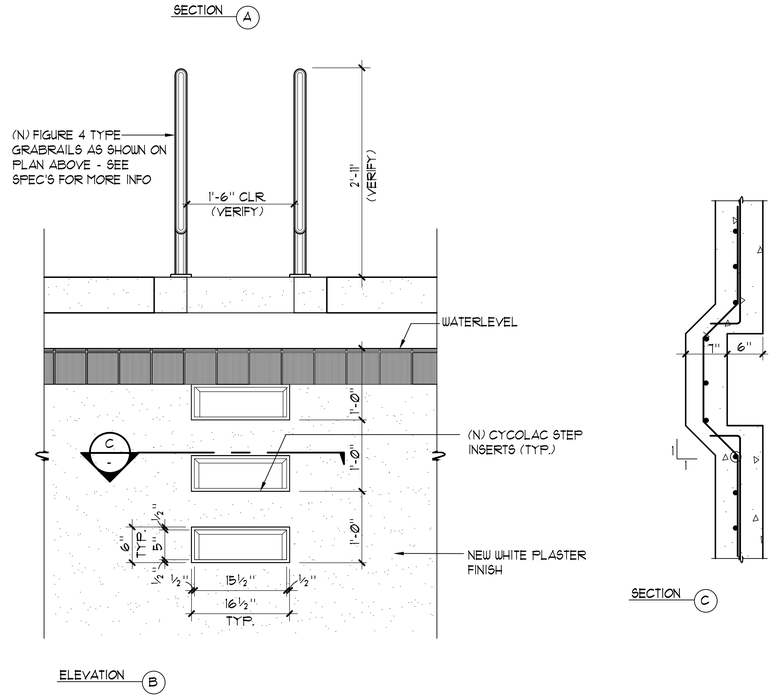
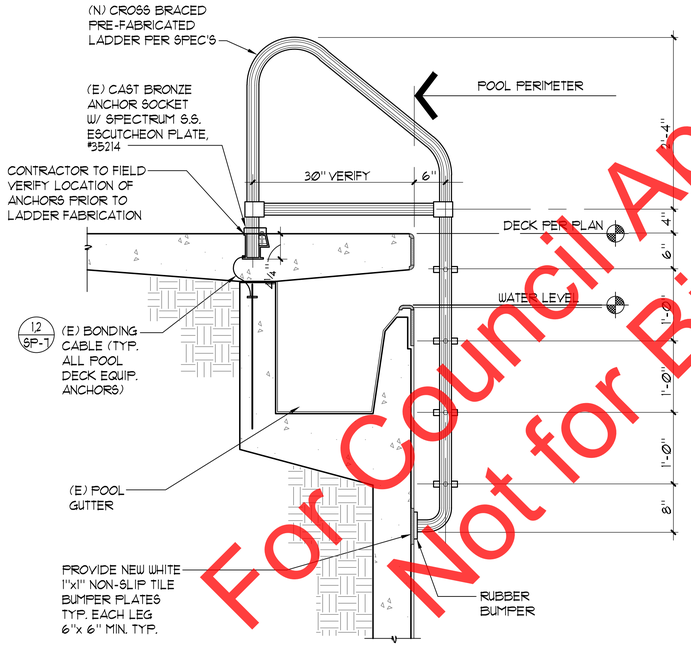


1 GRABRAIL WITH STEPS 1"=1'-0"





2 POOL LADDER 1"=1'-0"

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SWIMMING POOL DETAILS

SP-5

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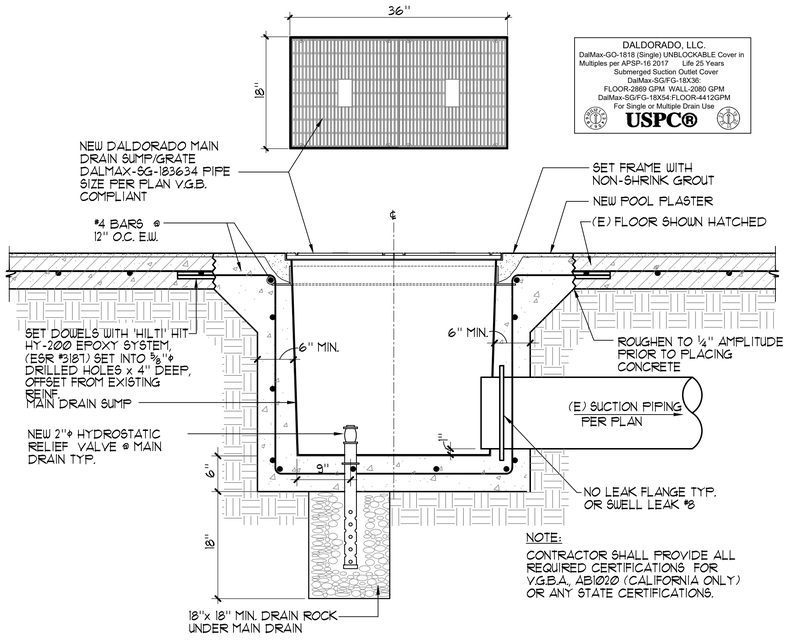
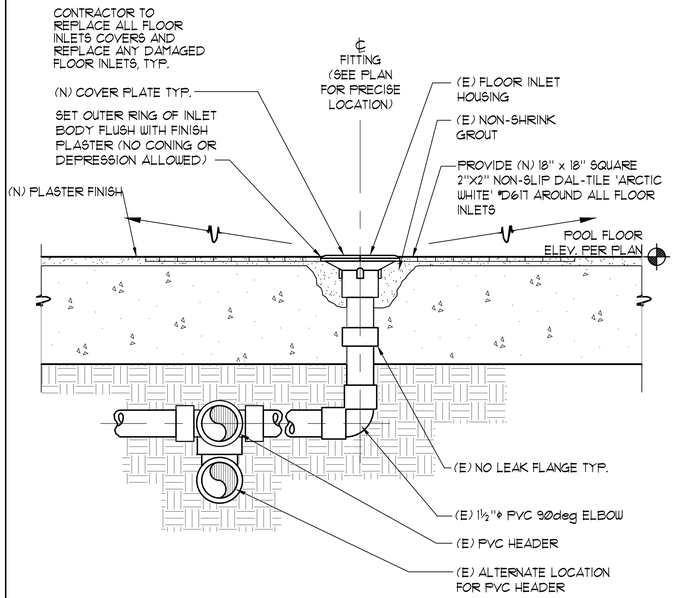
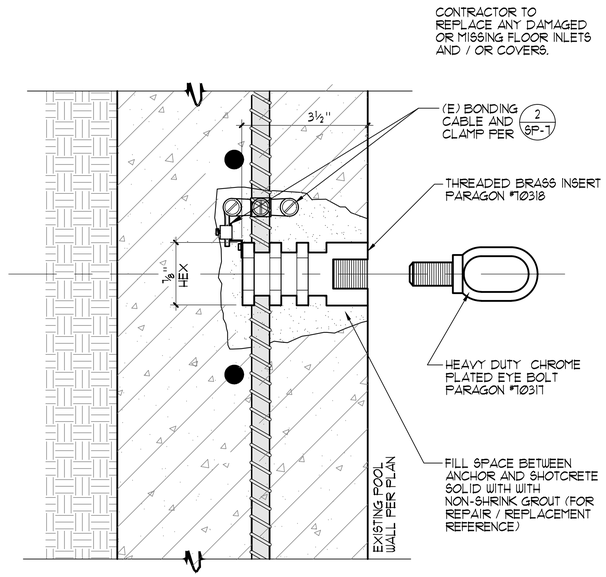


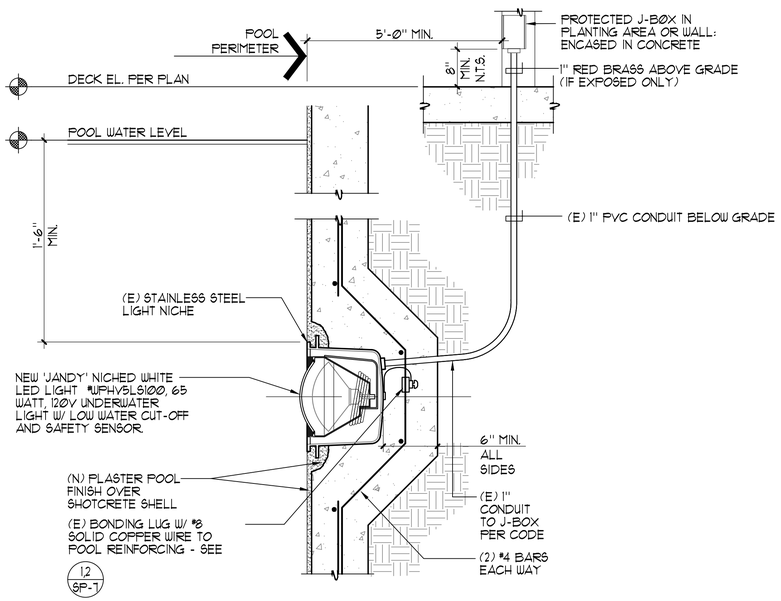
1 **MAIN DRAIN** 1" = 1'-0"



2 **FLOOR INLET WITH NEW TILE** 3"=1'-0"



3 **HEAVY EYEBOLT ANCHOR** ½" = 1"



4 **UNDERWATER LED LIGHT** 1½"=1'-0"

UNDERWATER LIGHT NOTES:

1. ALL CONDUITS IN POOL LIGHTING SYSTEM TO BE A MINIMUM OF 1"ø.
2. CONDUCTORS TO POOL J-BOXES SHALL BE MINIMUM 2-#8 & 1#8 (SEE UNDERWATER LIGHT PLAN) SOLID UNBROKEN TO MAIN PANEL ISOLATED GROUND BUSS. THIS BUSS IS TO BE CONNECTED WITH SOLID INSULATED #8 COPPER WIRE TO UFER & COLDWATER GROUNDING LUG ON GROUNDING BUSS. UPSIZE CONDUCTORS AS REQUIRED FOR HOMERUNS EXCEEDING 100'.
3. ALL BRASS POOL J-BOXES SHALL BE FLUSH MOUNTED IN WALLS. IF FLUSH MOUNTING IS NOT POSSIBLE THEN MOUNTING SHALL BE SURFACE MOUNTED AND CONCRETE ENCASED.
4. CONDUITS WHERE ALLOWED BY CODE SHALL BE P.V.C. (POLYVINYL CHLORIDE) FROM WET NICHES TO BRASS J-BOXES TO LIGHTING PANEL. ALL CONDUITS IN FREE AIR SPACE AND ALL RISERS SHALL BE RED BRASS TYPICAL. PVC CONDUITS SHALL BE SOLVENT WELDED WITH P-70 PURPLE PRIMER AND 2711 GRAY HEAVY BODIED GLUE.
5. LIGHTING CONTACTORS SHALL BE "ALLEN-BRADLEY" #500 L± OR EQUAL MOUNTED IN A NEMA 12 HINGED COVER - LOCKABLE ENCLOSURE. CONTACTORS TO BE SWITCHED BY MOMENTARY SWITCH EQUAL TO "HUBBELL" #1557 MOUNTED IN J-BOX IN MECHANICAL EQUIPMENT ROOM. PROVIDE REMOTE UNDERWATER LIGHT SWITCH IN POOL BUILDING CONTROL ROOM.
6. BRASS POOL J-BOXES SHALL BE "HYDREL" #1119 ± W/1" HUBS OR EQUAL. (NO DIE CAST BOXES).
7. STRINGS SHALL BE PULLED IN ALL CONDUITS PRIOR TO PLACEMENT OF CONCRETE.
8. LOCAL, COUNTY OR CITY CODES SHALL BE ADHERED TO. SPECIFICATIONS TO BE IN ACCORDANCE WITH SECTION 680 OF LATEST N.E.C. BOOK.
9. PROVIDE PULL BOXES AS MAY BE REQUIRED FOR RUNS EXCEEDING 150 FT. OR DUE TO CHANGES IN GRADE OR DIRECTION.
10. CONTRACTOR SHALL TEST UNDERWATER POOL LIGHT GFIC CIRCUITS AND PROVIDE LETTER TO ARCHITECT AND OWNER UPON SUCCESSFUL TEST.
11. SEAL CONDUIT OPENING IN LIGHT NICHE WITH SILICON CAULKING AFTER LIGHT IS INSTALLED.
12. PRIOR TO LIGHT INSTALLATION, PROVIDE MINIMUM 10 PSI PRESSURE TEST ON ALL POOL LIGHT CONDUITS FOR FOUR (4) HOURS OBSERVED BY INSPECTOR OF RECORD. MAINTAIN PRESSURE UNTIL ALL DECKS ARE POURED.
13. PRIOR TO DRAINING THE POOL THE CONTRACTORS SHALL INSPECT EACH OF THE UNDERWATER LIGHTS FOR FIT AND FINISH AROUND THE NICHE AND THE EXISTING PLASTER FINISH AND PROVIDE A REPORT TO THE ARCHITECT AND OWNER FOR THEIR REVIEW. AFTER THE POOL IS DRAINED THE CONTRACTOR SHALL ISSUE AN ADDITIONAL REPORT ON THE STATUS OF THE EXISTING POOL LIGHT NICHE, CONDUIT, ABILITY FOR THE LIGHT FIXTURE CORD TO BE PULLED, AND ANY OTHER AREAS OF CONCERN REGARDING THE CONTINUED USE OF THE LIGHT NICHE AND CONDUIT. IF IT IS DETERMINED THAT THE LIGHT NICHE IS NOT SUITABLE TO BE REUSED THE CONTRACTOR SHALL PROVIDE A SUBMITTAL OF THEIR PROPOSED REPAIR BASED ON THE CONDITIONS. CONTRACTOR SHALL PROVIDE A UNIT COST FOR THE REPLACEMENT OF A UNDERWATER LIGHT NICHE IN THEIR BASE BID. CONTRACTOR TO INCLUDE ALL COSTS ASSOCIATED WITH REMOVING AND REPLACING THE LIGHT NICHE AND 100' OF 1" CONDUIT TO THE JUNCTION BOX. ALSO INCLUDE THE COSTS ASSOCIATED WITH REMOVING AND REPLACING THE AREA OF POOL DECK REQUIRED TO MAKE THE REPAIR.
14. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE PILOT HOLE THREADS AND NICHE HOOK AT EACH EXISTING POOL LIGHT NICHE ARE NOT DAMAGED AND ARE COMPLETELY INTACT AND READY TO RECEIVE A NEW LED LIGHT FIXTURE. CONTRACTOR TO PROVIDE SUBMITTAL FOR A SUITABLE PLASTER RING IN THE EVENT THE THE SCREW TAB, NUT, AND/OR CLIP TAB ARE DAMAGED, MISSING, OR NOT SUITABLE TO ADEQUATELY RECEIVE A NEW LIGHT FIXTURE. IOR/BUILDING DEPARTMENT TO REVIEW AND APPROVE INSTALLATION PRIOR TO PLASTERING THE POOL.
15. THE END EXPECTATION IS THAT ALL UNDERWATER LIGHTS ARE FIRMLY ATTACHED AND FLUSH TO THE PLASTER.

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SWIMMING POOL DETAILS

SP-6

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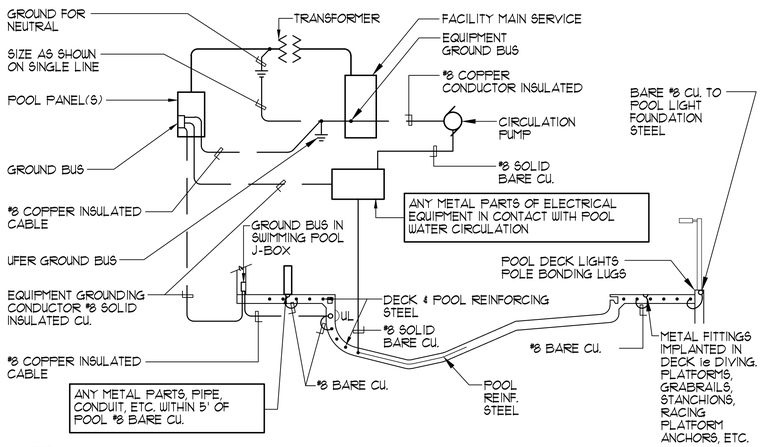
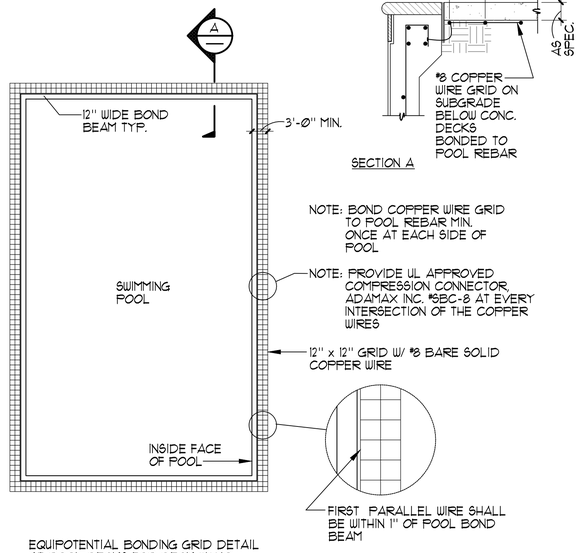
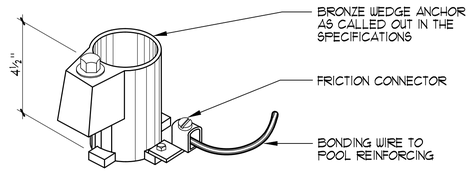


NOTE:

1. STRUCTURAL STEEL IN POOL DECK AND POOL SHALL BE BONDED TOGETHER (TIGHTLY MADE STEEL TIE-WIRES ARE APPROVED FOR BONDING STRUCTURAL ELEMENTS).
2. BONDING CONNECTOR TO COMMON GRID. (POOL STEEL MAY BE USED FOR THAT PURPOSE) SHALL BE MADE BY PRESSURE CONNECTORS OR CLAMPS OF BRASS, COPPER, OR COPPER ALLOY.
3. ALL GROUND BUSES SHALL BE SIZED FOR CONNECTION TO AWG SIZE 8 WIRE PROVIDING ONE SPARE TERMINAL.
4. GROUND AND BOND IN ACCORDANCE WITH ARTICLE 680 OF THE NATIONAL ELECTRICAL CODE. ie. LADDERS, FENCING, POLE LIGHTS, DIVING & STARTING STANCHIONS, HANDICAP HOIST ETC.
5. PROVIDE BONDING OF AUTOMATIC POOL COVER MOTORS REGARDLESS OF PROXIMITY TO POOL.

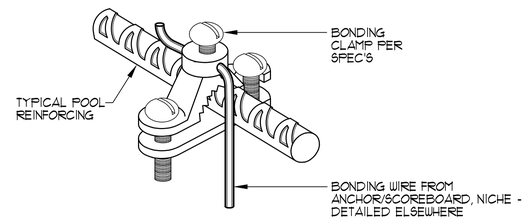


EQUIPOTENTIAL BONDING GRID DETAIL AT POOL DECKS FOR DECK W/ NO METALLIC REBAR PER 2022 CEC AND 2021 NEC, ARTICLE 680.26



WEDGE ANCHOR

NO SCALE



BONDING CLAMP

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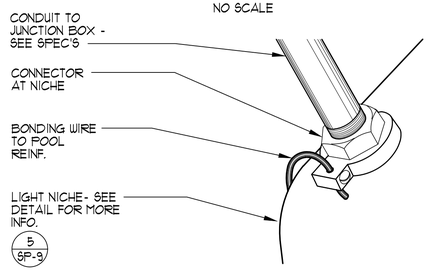


NICHE CONNECTOR

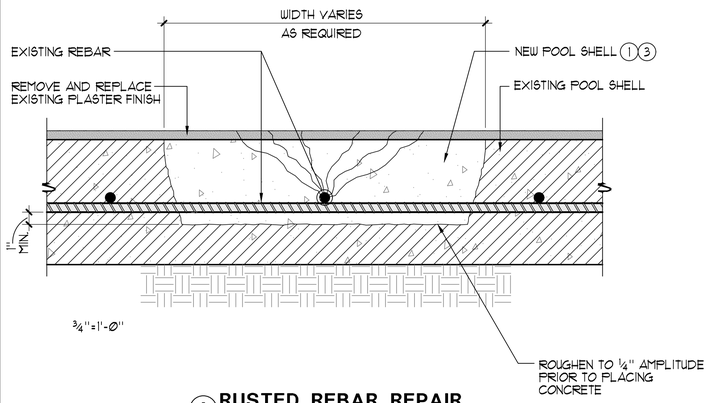
NO SCALE

1 TYPICAL POOL BONDING AND GROUND DETAIL

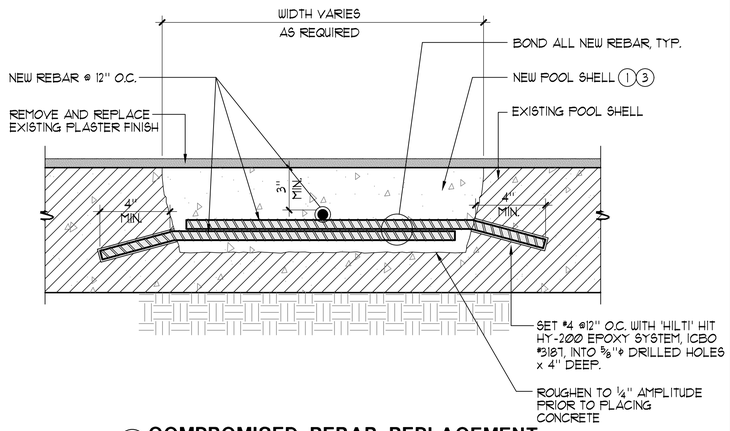
NO SCALE

2 BONDING DETAILS

NO SCALE



A RUSTED REBAR REPAIR



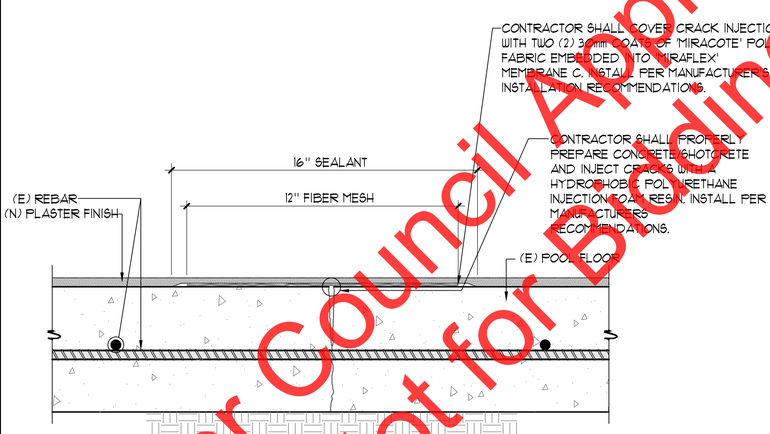
B COMPROMISED REBAR REPLACEMENT

NOTES:

1. CHIP OUT AND REMOVE CONCRETE IN DESIGNATED REPAIR AREAS TO EXPOSE REBAR. PROVIDE 1" MIN. CLEARANCE UNDER THE REBAR.
2. SANDBLAST AND CLEAN EXPOSED REBAR TO REMOVE RUST/LAITANCE. PAINT REBAR WITH ZINC RICH GALVANIZING COMPUND PAINT.
3. PLACE HIGH STRENGTH NON-SHRINK GROUT TO RESTORE POOL SHELL TO ORIGINAL SURFACE LEVEL. ANY OTHER IMPERFECTIONS IN THE POOL SHELL SHALL BE REPAIRED PRIOR TO INSTALLING A NEW PLASTER FINISH.
4. IF REBAR IS UNABLE TO BE SALVAGED, CLEANLY CUT OUT DAMAGED REBAR AND PROVIDE REPLACEMENT REBAR TO MATCH MATERIAL AND SIZE OF EXISTING REBAR.

3 REBAR REPAIR / REPLACEMENT DETAILS

3"=1'-0"



4 CRACK REPAIR DETAIL

NO SCALE

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Not for Bidding

WMB ARCHITECTS
5757 Pacific Avenue
Suite 226
Stockton, CA 95207
2000 L Street
Suite 125
Sacramento, CA 95811
T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

WMB Project No. 25-019

CITY OF ROSEVILLE CALIFORNIA

Roseville Aquatics Complex - Locker Room Alterations
3051 Woodcreek Oaks Blvd
Roseville, CA 95747

AQUATIC DESIGN GROUP
2226 Faraday Ave. Carlsbad, CA 92008
AquaticDesignGroup.com
760.438.8400

LICENSED ARCHITECT RICHARD S. REED C-35802 REN. 07/31/27 STATE OF CALIFORNIA

12.05.25	100% CD

SWIMMING POOL DETAILS

SP-7

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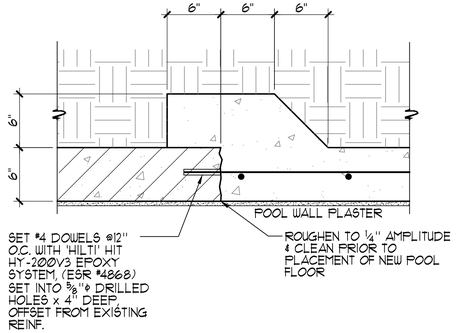
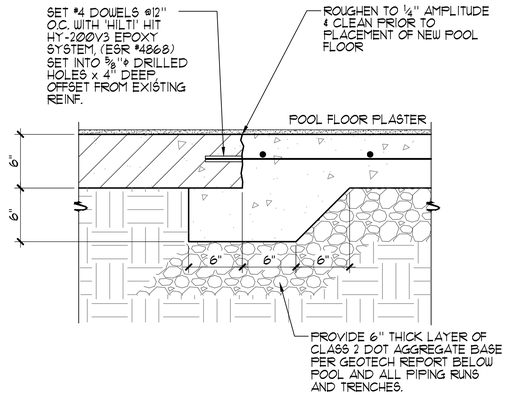


WALL SECTION **A**

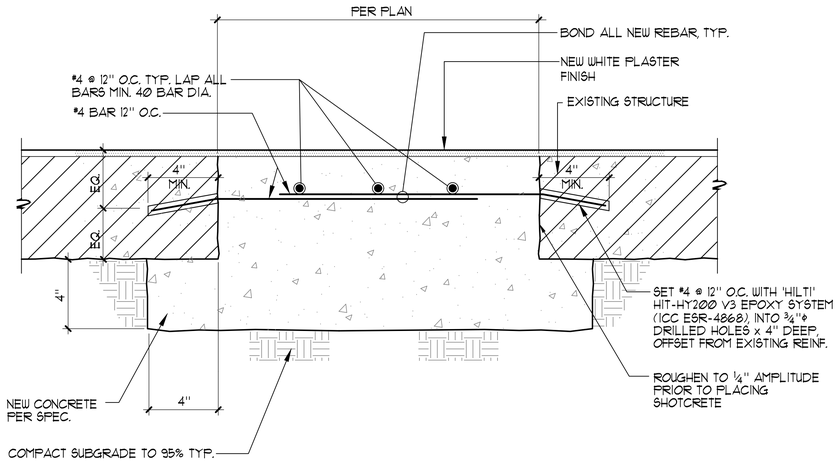
(FROM PLAN VIEW OVERHEAD)



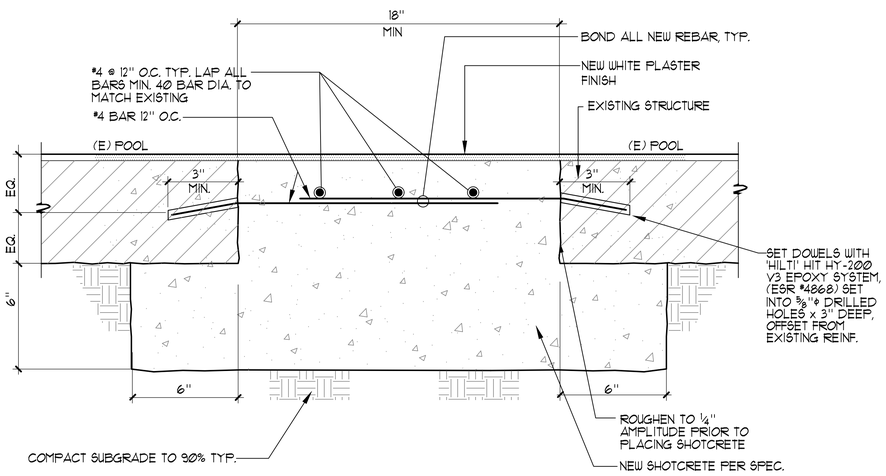
FLOOR SECTION **B**

1 **POOL WALL/FLOOR CONNECTION DETAILS** 1½"=1'-Ø"

NOTE: ANY AREAS OF RUST FOUND WILL REQUIRE GROUND PENETRATING RADAR PERFORMED BY THE CITY SPECIAL INSPECTION FIRM



2 **FLOOR REMOVAL DETAIL** 3"=1'-Ø"



3 **POOL EXPANSION JOINT REMOVAL DETAIL** 3"=1'-Ø"

4

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WMB ARCHITECTS

5757 Pacific Avenue
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Stockton, CA 95207

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LICENSED ARCHITECT GREGORY S. PETERSEN C-35802 EXP. 07/31/27 STATE OF CALIFORNIA

12.05.25	100% CD

SWIMMING POOL DETAILS

SP-8

11/10/2025 2:32:01 PM

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Project Manual for the

Roseville Aquatics Complex Renovation Project

July 2026

The latest edition of the City of Roseville Parks Construction Standards are incorporated by reference as a part of this Project Manual. The Parks Construction Standards can be purchased at the address listed below.

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

CITY OF ROSEVILLE CALIFORNIA

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

Notice to Bidders

DATE: 7/13/2026

TO: Prospective Bidders

FROM: Heather Buck, Senior Park Development Project Manager

RE: Roseville Aquatics Complex (RAC) Renovation Project

Project Description: The City of Roseville is now accepting bid proposals for the RAC Renovation Project The scope of work for the base bid includes, but is not limited to: The project includes replastering of the competition pool and upgrades to the locker rooms and restrooms to ensure accessibility compliance. Additive alternates have been identified for budget purposes, and include mechanical pit wall repairs, HVAC improvements to the classroom, sports lighting replacements, additional plumbing improvements, door closer replacements, and replacement of the pool surge pit cover.

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

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

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

Engineer's Estimate: The engineer's estimate for construction of the base bid items is $**3,300,500.00**

Pre-Bid Meeting: Not applicable.

Questions: The deadline for submission of questions and clarifications regarding the Contract Documents is 7/24/2026. In order to meet the required timeline to issue addenda, questions will not be accepted after this date. Only Addenda issued by the City are binding. All questions shall be directed to the attention of Heather Buck via Public Purchase at https://roseville.ca.gov/rfp.

Bid Deadline: Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until 3:00 p.m. on 8/4/2026. The proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville in the City Clerk's Office at 3:05 p.m. on that same day.

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

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

Notice to the apparent low bidder for the Roseville Aquatics Complex Renovation Project

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

1. Agreement (two sets of originals, single-side print) with either:
   - wet signatures from two corporate officers*, or
   - wet signature from one corporate office **plus** the corporate seal

** In accordance with Section 313 of the California Corporations Code, any document executed by a corporation requires the signature from at least one person from EACH of the following two groups:*

GROUP ONE	*GROUP TWO*
Chairman of the Board	*Secretary*
President	*Assistant Secretary*
Vice President	*Chief Financial Officer*
	Assistant Treasurer

If an officer holds a title in each of the above groups (dual title), that officer may sign for each of the two groups by two separate signatures with the appropriate title listed with his or her signature.

2. Public Works Faithful Performance Bond – fully executed and notarized
3. Public Works Labor and Materials Payment Bond – fully executed and notarized
4. Insurance Certificates – e-mailed to roseville@ebix.com and hcbuck@roseville.ca.us

We request that all documents be received by **August 21, 2026**.

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

Send completed forms to:

City of Roseville - Parks, Recreation & Libraries Department
Attn: Heather Buck
316 Vernon Street, Suite 400
Roseville CA 95678

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

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Not for Bidding

916.774.5505 phone
916.774.5251 fax
www.roseville.ca.us

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Drawings	DRAW
Assembly Bill No. 626	AB 626

For Council Approval
Not for Bidding

CITY OF ROSEVILLE

DEPARTMENT OF Parks, Recreation & Libraries

Name of Project: Roseville Aquatics Complex Renovation

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until August 4, 2026 at 3:00 p.m. Late Proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on August 4, 2026 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project:

Roseville Aquatics Complex Renovation.

A pre-bid meeting will be held at n/a. A pre-bid meeting will not be held.

.

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

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

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follows:

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

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

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

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

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

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

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

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

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

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

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

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

Vehicles with a GVWR greater than 8,500 lbs. and light – duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, please visit the CARB Advanced Clean Fleets

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webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets. In addition, certain off-road diesel vehicles may be subject to the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation. For more information, please visit the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation webpage at https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation.

All questions prior to the deadline for bid submissions shall be directed to the attention of Heather Buck via Public Purchase at https://roseville.ca.gov/rfp. The deadline for submissions of questions and clarifications regarding the Contract Documents is 10 calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

_____
City Clerk, City of Roseville

Dated: _____

Published: _____

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INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

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

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

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

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

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

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

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SECTION 2: BID REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 3: EVALUATION OF BIDS

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

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

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

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

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

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

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SECTION 4: AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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SECTION 5: BID PROTEST PROCEDURES

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

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PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

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

City of Roseville Business License No._____

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

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

The work to be done is described in the Bidding Documents entitled _____

_____, City of Roseville, California.

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

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

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

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

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

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

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with the Contract Documents.

Accompanying this Proposal is _____.

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

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

_____

_____

_____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

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

_____

_____

If CORPORATION, execute here:

Corporate Name: _____

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Incorporated under the laws of the State of _____

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

By_____	By_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

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

_____	_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

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

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[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

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LIST OF SUBCONTRACTORS

Contractor's Name: _____

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

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

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SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

_____

_____
(Signature of Bidder)

_____

_____
Business Address

_____
Telephone

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BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

_____

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

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

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

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

_____

_____
Business Address

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

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Project Roseville Aquatics Complex Renovation

Contractor _____

SCHEDULE OF BID ITEMS

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Not for Bidding

Contractor_____

SCHEDULE OF BID ITEMS

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

The work to be included in the Contract shall be determined by the City prior to award of Contract. **The amount of the bid for comparison and award purposes shall be the total amount set forth in the "Grand Total Bid Price"**. The City reserves the right to award none, all or selected add alternates as the budget permits.

BASE BID:

Base bid includes all work as shown on the plans, project manual, and addenda to construct the **Roseville Aquatics Complex Renovation Project**.

Numerical **Base** Bid: $_____

Written **Base** Bid: _____dollars and_____

Add Alternates:

Add Alternate 1: Mechanical pit wall repair.

Numerical Total Bid: $_____

Written Total Bid: _____dollars and_____

Add Alternate 2: Drinking fountain replacement.

Numerical Total Bid: $_____

Written Total Bid: _____dollars and_____

Add Alternate 3: Classroom conditioning.

Numerical Total Bid: $_____

Written Total Bid: _____dollars and_____

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Add Alternate 4: Exterior Musco light replacement.

Numerical Total Bid: $_____

Written Total Bid: _____dollars and_____

Add Alternate 5: Install angle stops with access panels above showers.

Numerical Total Bid: $_____

Written Total Bid: _____dollars and_____

Add Alternate 6: Modify existing showers to locate controls at new height.

Numerical Total Bid: $_____

Written Total Bid: _____dollars and_____

Add Alternate 7: Remove exterior drinking fountain and replace with hi-low drinking fountain with bottle filling station.

Numerical Total Bid: $_____

Written Total Bid: _____dollars and_____

Add Alternate 8: Remove and replace door closers.

Numerical Total Bid: $_____

Written Total Bid: _____dollars and_____

Add Alternate 9: Remove and replace pool surge pit cover.

Numerical Total Bid: $_____

Written Total Bid: _____dollars and_____

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GRAND TOTAL BID PRICE:
Lump Sum Base Bid plus Add Alternates 1 through 9

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

Written **Grand Total Bid Price**: _____dollars and_____

The additions/deletions sheets (PROP-10D through PROP-10E) are required to be submitted with the proposal and shall be completed in their entirety. The additions/deletions sheets will not be considered for bid award, but may be used for contract change orders.

Contractor Name (print or type): _____

Signature (by authorized representative): _____

Date: _____ License No.: _____ Class: _____

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ROSEVILLE AQUATICS COMPLEX RENOVATION

For Additions and Deletions Only

Contractor shall provide itemized costs as shown below for use during construction for additions or deletions only. Unit costs to be listed are based on the project plans, specifications, Parks Construction Standards and the Design & Construction Standards, unless otherwise noted. Items listed are not necessarily shown on the plans or identified in the Technical Specifications.

Item	Description	Unit	Unit Cost
1	EC-2 Preservation of Existing Vegetation	sf	
2	EC-3 Hydraulic Mulch	sf	
3	EC-4 Hydroseeding	sf	
4	EC-6 Straw Mulch	sf	
5	EC-7 Geotextiles and Mats	sf	
6	EC-8 Wood Mulching	sf	
7	EC-10 Velocity dissipation device	ea	
8	EC-11 Slope Drains	ea	
9	EC-14 Compost Blanket	sf	
10	EC-16 Non-Vegetative Stabilization	sf	
11	SE-1 Silt Fence	lf	
12	SE-5 Fiber Rolls	lf	
13	SE-6 Gravel Bag Berm	ea	
14	SE-7 Street Sweeping and Vacuuming	ea	
15	SE-8 Sandbag Barrier	lf	
16	SE-9 Straw Bale Barrier	lf	
17	SE-10 Storm Drain Inlet Protection	ea	
18	TC-1 Stabilized construction entrance/exit	ea	
19	TC-3 Entrance/outlet tire wash	ea	
20	Site Security Fencing	lf	
21	Toilet paper dispenser	ea	
22	Soap dispenser	ea	
23	Paper towel dispenser	ea	

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Items 1 through 19 are to be consistent with requirements detailed in California Stormwater Quality Association Stormwater Best Management Practice Handbook, latest edition.

ROSEVILLE AQUATICS COMPLEX RENOVATION

For Additions and Deletions Only (continued)

Item	Description	Unit	Unit Cost
24	Wall mount water closet	ea	
25	Urinal	ea	
26	Lavatory	ea	
27	Mirror	ea	
28	6" Sleeve (Sch 40)	lf	
29	Irrigation Lateral Lines PVC	lf	
30			
31			
32			
33			
34			
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49			
50			
51			

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PROJECT QUALIFICATIONS/EXPERIENCE SHEET

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

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

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

Scope of Work (check all those that apply):

___ Grading	___ Drainage	___ Irrigation	___ Asphalt Concrete Work	___ Concrete Forming
___ Concrete Flatwork	___ Special Concrete Finishing	___ Swimming Pool	___ Parking Lots	___ Tile work
___ Flooring	___ Epoxy flooring	___ Benches	___ Picnic Tables	___ Lighting
___ Drinking Fountains	___ Masonry Block Work	___ HVAC	___ Restroom Facilities	___ Locker Room Facilities

Project Description _____

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

Scope of Work (check all those that apply):

___ Grading	___ Drainage	___ Irrigation	___ Asphalt Concrete Work	___ Concrete Forming
___ Concrete Flatwork	___ Special Concrete Finishing	___ Swimming Pool	___ Parking Lots	___ Tile work
___ Flooring	___ Epoxy flooring	___ Benches	___ Picnic Tables	___ Lighting
___ Drinking Fountains	___ Masonry Block Work	___ HVAC	___ Restroom Facilities	___ Locker Room Facilities

Project Description _____

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

Scope of Work (check all those that apply):

___ Grading	___ Drainage	___ Irrigation	___ Asphalt Concrete Work	___ Concrete Forming
___ Concrete Flatwork	___ Special Concrete Finishing	___ Swimming Pool	___ Parking Lots	___ Tile work
___ Flooring	___ Epoxy flooring	___ Benches	___ Picnic Tables	___ Lighting
___ Drinking Fountains	___ Masonry Block Work	___ HVAC	___ Restroom Facilities	___ Locker Room Facilities

Project Description _____

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NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

_____
(Signature of Declarant)

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DISQUALIFICATION QUESTIONNAIRE

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

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

Yes_____ No_____

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

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

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ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

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DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

Print Name	Signature
Name of Business/Company/Corporation	Date
Address	Phone

For Council Approval
Not for Bidding

END OF PROPOSAL

For Council Approval
Not for Bidding

A G R E E M E N T

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

W I T N E S E T H:

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

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

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

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

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

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Not for Bidding

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

_____

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR _____

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

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

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

b. The accepted bid;

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

d. Bonds and insurance required by the specifications; and

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Not for Bidding

e. This contract.

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

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

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

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

CITY OF ROSEVILLE	CONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____

For Council Approval
Not for Bidding

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

_____, a
_____

BY: _____
its: _____

and

BY: _____
its: _____

For Council Approval
Not for Bidding

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name:_____

Title:_____

For Council Approval
Not for Bidding

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

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

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

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Not for Bidding

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Not for Bidding

NOTICE TO INSURANCE BROKER

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

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

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

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

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

Bonds must be sent to the following staff person:

_____

_____

_____

Insurance documents must be provided by email to roseville@ebix.com. When sending the documents via email, please refer to the project name so that the documents can be matched with the Contract for which they are submitted. Thank you.

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Not for Bidding

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 **INSURANCE COVERAGE.**

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

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

C. Insurance Required.

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

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

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

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

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

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

d. Such insurance shall specifically cover the contractual liability of

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Not for Bidding

the Contractor.

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

f. Waiver of subrogation endorsement.

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

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

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

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

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5. **Builder's Risk/Course of Construction Insurance Is**  **OR Is Not ____ Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

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

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

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

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

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

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

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

5-1.24 **OTHER INSURANCE PROVISIONS.**

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

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

For Council Approval
Not for Bidding

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

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

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

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

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

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

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

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

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

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

For Council Approval
Not for Bidding

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

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

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

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

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

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

For Council Approval
Not for Bidding

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

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

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

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

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

[SIGNATURES NEXT PAGE]

For Council Approval
Not for Bidding

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

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: ____ _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

For Council Approval
Not for Bidding

Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: _____)

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

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

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

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

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

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Not for Bidding

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

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

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

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

For Council Approval
Not for Bidding

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

For Council Approval
Not for Bidding

CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

SECTION 1: DEFINITIONS AND TERMS GC-1:1

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SECTION 1

DEFINITIONS AND TERMS

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

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

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

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

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

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with certain contractual requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

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

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

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

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

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

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

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

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

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equipment and/or facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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the Work Site.

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

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

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

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SECTION 2

CONTROL AND SCOPE OF THE WORK

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

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

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satisfactory and workmanlike manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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15. Mechanical drawings

16. Printouts of all software programs and configuration files

17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes

19. Emergency shutdown instructions

20. Normal shutdown instructions

21. Long term shutdown instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 3

CHANGES IN THE WORK

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

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

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default under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 4

CONTROL OF MATERIALS

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

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

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

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

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

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before Acceptance of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Costs of Testing.

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

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

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

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

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

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

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

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

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

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

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SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

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

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

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

5-1.03 **NONDISCRIMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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basis:

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

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

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

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

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

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

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

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

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (A). In the event that the Contractor or Subcontractor fails to comply within the ten (10) Day period, the Contractor shall, as a penalty to the State or City, forfeit one hundred ($100) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any progress payment or final payment then due. A contractor

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

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

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

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

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

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

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19. Transite (Asbestos) Pipe Work Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall also comply with all rules, regulations, statutes and ordinances

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regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease Work and notify the City.

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

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

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

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

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

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muffler.

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

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

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

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

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

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

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

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

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

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Discharges Associated with Construction Activity.

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

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

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

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

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

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

The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, its workers, or anyone employed by the Contractor or the Contractor's Subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the Work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

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

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

Any person, firm or corporation that Contractor authorizes to Work on the City's property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the Contractor's indemnity obligation described herein.

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In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) Days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.07, "Progress Payments," of these General Conditions.

C. If the City has retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

5-1.23 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall

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provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL

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Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9

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(non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

4. Professional Liability: Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. Builder's Risk/Course of Construction Insurance (If Required by Risk Management): The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards

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including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. Pollution Coverage: Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. Higher Coverage Limits: If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Claims Made Coverage: Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

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5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these

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same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured

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retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and private agencies may be granted a right-of-entry by the City for the purpose of constructing

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facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Wok, and any private or public operations on adjoining properties.

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO ACCEPTANCE.** The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

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Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28 **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities or equipment until they can, without damage to the City,

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be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.

B. Occupancy and use by the Department or the public prior to the completion of the entire project.

C. Acts of the Federal Government or the public enemy.

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5-1.30 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the Contractor shall repair and make good such damage at its own cost.

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The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

> "Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation."

The location of known existing utilities and pipelines are shown on the Contract Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

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The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

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5-1.34 **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35 **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

> " In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties."

5-1.36 **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop

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Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the City.

5-1.37 **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and

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operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38 **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the Contract may be subject to termination for default as defined elsewhere in these General Conditions.

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During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

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2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

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registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND RIGHTS-OF-WAY.** The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

5-1.43 **CALIFORNIA AIR RESOURCES BOARD REGULATIONS.** The Contractor shall comply with any applicable regulations of the California Air Resources Board ("CARB") set forth below.

A. In-Use Off-Road Diesel-Fueled Fleets. If the Contractor will use vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. for the project, it shall submit a valid

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Certificate of Reported Compliance to the City as provided in § 2449(n).

B. Advanced Clean Fleets. Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City either a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6, or a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

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SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting

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Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor's receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both

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parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. Preliminary Progress Schedule. The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to

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favorable review by the Director.

B. CPM Schedule. The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The

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selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

(a) preceding and following event numbers

(b) activity description and number

(c) estimated duration of activities

(d) earliest start date (by calendar date)

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(e) earliest finish date (by calendar date)

(f) actual start date (by calendar date)

(g) actual finish date (by calendar date)

(h) latest start date (by calendar date)

(i) latest finish date (by calendar date)

(j) slack or float

(k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty

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(30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

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6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

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4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the

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authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required

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to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2").

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Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as "unusual," the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are "controlling" or which are on the "critical path" of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract

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that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering

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and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and

2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration

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will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour

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period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the

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provisions of "Changes in the Work" under Section 3 of these General Conditions or by acts or neglect of the City.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor's damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor's Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, "Force Account Payment – Equipment," of these General Conditions, no payment will be made for delays in accordance with the

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provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, "Force Account Payment – Labor," of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to "Changes to the Work" elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor's receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

   a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, "Progress

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Payments," of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.

c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general

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administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.

d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

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In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An "Event of Default" as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the

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Contractor; or

8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of

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such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such

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materials;

8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

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SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

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notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City,

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including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

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governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

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submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04 **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) Days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time

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specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) Days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

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pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

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substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

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thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

A. Equipment and materials will only be eligible if given conditional or final

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Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

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materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.

2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.

3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

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4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, "Acceptance," of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.

2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City's Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor's proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

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shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

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1. Unsettled or future liens;

2. Failure of the Work to comply with the requirements of the Contract Documents;

3. The terms of any warranties required by or contained in the Contract Documents;

4. The right to any insurance proceeds or the right to make any insurance or bond claims;

5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or

6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than $100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

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This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

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specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

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The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

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SUPPLEMENTAL CONDITIONS

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Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
X	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
X	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

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SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Parks, Recreation & Libraries Department of the City of Roseville.

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SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 10 Days after receipt of the submittal by the Director.

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SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

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SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

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SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is NOT present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

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SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 0 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 10 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 145 business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be 30 calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of $2,000 per Day.

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SECTION 7: ACCEPTANCE AND PAYMENT

There are no amendments to the General Conditions.

[END OF SUPPLEMENTAL CONDITIONS]

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SPECIFICATIONS

Project: Roseville Aquatics Complex Renovation

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SPEC

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APPENDICES

A:	Asbestos Report	2 pages
B:	Lead Report	6 pages
C:	Geotechnical Report	21 pages

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SECTION 00 31 46
PERMITS

PART 1 - GENERAL

1.01 General Requirements

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

C. The intent of this Section is to furnish bidders with the known list of required permits for the Work under the Contract Documents. Bidders should note the list is not necessarily complete and additional requirements may exist or arise.

1.02 Permits

A. The Contractor shall obtain copies of the following permits from the Project Manager. Copies of these shall be obtained prior to start of work and shall be kept on the jobsite.

1. State Water Resources Control Board General Permit for Discharges of Storm Water Associated with Construction Activity.
2. City of Roseville Department of Development Services, Building Permit.

B. Contractor shall comply with the conditions of these permits, and will be solely responsible for all costs associated with meeting permit conditions unless specifically specified otherwise in these Contract Documents.

PART 2 - PRODUCTS

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PART 3 - EXECUTION

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END OF SECTION

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SECTION 01 10 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 General

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.

B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 Project Description

A. Project Name and address:

Roseville Aquatics Complex Renovation
3051 Woodcreek Oaks Blvd

B. Project description/scope of work:

The scope of this project includes alterations to an existing locker room and to an existing 50 meter pool. Locker rooms alterations include restructured shower stalls, new plumbing fixtures, new finishes, and accessibility upgrades. Pool restoration includes re-plaster finish and replacement of pool lights.
Refer to Section 01 23 00 for Bid Alternates.

C. The Contractor, prior to submission of his bid, shall visit the site and become familiar with the physical site conditions, the plans and specifications. All existing site conditions, apparent in a detailed, on-site inspection, shall be a part of the project. Submission of a bid shall represent the Contractor's acknowledgment of the existing site conditions and its effect on the implementation of the contract documents.

1.03 Permits, Fees and Notices

A. The Contractor and/or his assigned Subcontractors shall obtain any and all required permits (beyond those provided by the City's Project Manager) from all governing authorities, including other City Departments, prior to start of construction.

1.04 Construction Plans

A. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's project manager immediately. The City's project manager will clarify discrepancies or omissions, in writing, within a reasonable time.

B. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

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1. Notice to Contractors
2. Special Provisions
3. City of Roseville Parks Construction Standards
4. City of Roseville Design and Construction Standards
5. Drawings

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

1.05 Definitions

A. The term “accepted” where used within, shall mean accepted in writing by the City of Roseville’s Project Manager.
B. The term “Inspector”, where noted, shall mean the project representative, appointed by the City of Roseville, who will oversee the project on a day-to-day basis.
C. The term “Project Manager”, where noted, shall mean the project representative appointed by the Parks Department.
D. The term “Consultant”, where noted, shall mean the prime Consultant listed on the cover sheet of these Specifications.
E. The term “accepted equal”, where used herein, shall mean the equal in the opinion of the Project Manager, in consultation with the Consultant, when necessary, and as accepted in writing by the Project Manager.
F. The term “Project Owner”, where used herein, shall mean the landowner or developer.
G. The term “provide”, where used herein, shall mean furnish and install complete.
H. The term “as selected”, where used herein, shall mean as selected by the Consultant and as accepted by the Project Manager.
I. The term “substantially complete”, where used herein, shall mean the state of which the project can be used in the manner of which it is intended with the exception of minor items as determined by the Project Manager.
J. See Section 1 of the General Conditions for additional definitions and terms.

1.06 Standards

A. Numerous standards are referenced in these contract documents. The referenced standards shall be the current edition as of the date of these contract documents. Also, see Section 4 - 1.02 of the General Conditions.
B. The codes adopted by the City, County, State and federal agencies shall govern minimum requirements for this project. Where codes conflict with these Specifications, the more stringent shall apply, and such conflicts shall be brought to the attention of the Project Manager. Caltrans Standards shall be

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applied where specifically referenced. In the absence of specific reference requirements in the contract documents, the applicable codes shall govern.

C. In addition to the standards noted in individual sections of these Specifications, standards of the following organizations shall be noted by initials only.
   1. ANSI: American National Standards Institute.
   2. ASTM: American Society for Testing and Materials.

1.07 Submittals

A. All submittals shall be submitted at one time within ten (10) working days from issuance of Notice to Proceed. The review time for submittals shall be as noted in Section 2 - 1.04 of the Special Conditions. Items returned for re- submittal shall be returned to the City within two weeks

B. The Contractor shall include a cover sheet indicating the following (A sample is provided in Section 5: Forms):
   1. Drawing sheet or specification section reference (by section, paragraph and sub-paragraph numbers);
   2. Item description;
   3. Indication whether this item is “as specified” or “proposed substitution” and
   4. A space for itemized response summary, e.g. “reviewed” or “resubmit”.

C. Contractor shall provide submittals electronically in PDF file format and physical product samples as required in specifications. It shall be the Contractor’s responsibility to ensure the summary sheet is included in the submittal package. Incomplete submittal packages (i.e., the lack of a summary sheet or lack an appropriate product sample) will not be reviewed.

D. Proposed substitution requests must include a comparison between the originally specified item and the proposed substitute. The burden of proof of compliance for proposed substitutions with project requirements rests with the Contractor. Coordination of the installation of accepted substitutions, including incidental changes/modifications to accommodate proposed products shall be at no additional cost to the Owner.

E. Where required in specified Section of these Specifications, submittals shall include proof of order of site furnishings, play equipment or other materials within two weeks (ten working days) of receipt of the returned, approved submittal. Submittals of orders shall be made at one time. Exceptions will be considered, with justification.

1.08 Tests

A. In addition to Section 4 - 1.03 of the General Conditions, testing and inspections may be performed by a private testing laboratory. The testing laboratory, provided by the City, shall be under the direction of a California registered civil

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engineer. All work shall conform to requirements set forth by ASTM B329, and shall be acceptable to the City.

B. Copies of the laboratory reports/results of each test or inspection shall be provided to the Project Manager, Inspector and Contractor.

1.09 Temporary Facilities

A. Sanitary provisions shall be the responsibility of the Contractor. Existing restroom facilities shall be not utilized by the Contractor, his Sub-contractors, or employees thereof, unless specifically accepted by the Project Manager. Provide chemical toilets or water closets and urinals connected to the sewer in a location accepted by the Project Manager.

B. Barricades shall be the responsibility of the Contractor and shall be erected as necessary to protect the property, the construction and the public from hazards due to construction.

C. Signs, other than those identified in these Specifications, shall be prohibited. Notices, required by law, shall be posted and maintained.

1.10 Utilities

A. All utility fees, including, but not limited to, connection fees, installation fees, meters, monthly service fees and cost of utilities used during the course of construction and establishment are considered a direct cost and are the responsibility of the Contractor until project acceptance by City Council.

1.11 Dust/Noise Control Requirements

A. Dust and other air pollution nuisances on or adjacent to the site shall be abated, per Section 2 - 1.15 of the General Conditions. Dirt shall not be allowed to accumulate on streets or sidewalks nor be washed into sewer.

B. Noise from construction operations shall be kept to a minimum. Allowable hours of operations shall be from 7 a.m. to 7 p.m. Monday through Friday. Work on weekends and holidays must be approved by the project manager. Work on weekends and holidays shall not begin before 8 a.m. and must be completed by 8 p.m.

1.12 Tree Replacement Schedule

A. Trees damaged or removed without prior approval shall be replaced at an inch per inch basis on-site, except otherwise accepted. New stock shall follow the table provided:

Plant Size	Inch Value
3 Five Gallon Stock	One Inch
1 Fifteen Gallon Stock	One Inch
1 24” Box Stock	Two Inches
1 36” Box Stock	Three Inches

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1.13 Inspection of Construction

A. In addition to the routine inspections performed by the Parks Inspector, portions of work may be inspected by the other city departments. Notify the Parks Inspector and Project Manager a minimum of 48 hours prior to date of inspection.

B. The Parks Inspector shall be the main line of communication between the site superintendent, the project manager and other City department inspectors. Changes in scope of work or standards shall be approved by the project manager.

C. Refer to the parks inspection record. This shall be issued at the Pre-Construction meeting and shall be utilized by the Contractor throughout the course of construction. A completed “hard card” shall be submitted to the Project Manager along with required turn in items (See 1.19 this Section) upon final acceptance of the project. The Notice of Completion shall not be filed until all record documents have been received and accepted.

1.14 Adverse Impacts to Site Conditions Due to Construction

A. Impacts that affect the site conditions to the detriment of the park or streetscape impacts that affect the site conditions to the detriment of the park or streetscape construction or long term viability of the site shall be mitigated by the contractor prior to acceptance of the project. Such impacts shall include, but are not limited to:

1. Soil compaction in non-structural areas;
2. Diesel or gas fuel leaks/spillage;
3. Buried concrete or other construction debris;
4. Hazardous material contamination;
5. Lime treatment in planting areas;
6. and more.

1.15 Pre-final (Punch List) Review

A. Notify, in writing, to the Parks Construction Inspector, that the work is substantially complete. Substantially complete is defined as “the state of work where it may be used in a suitable and intended manner with exception of minor corrections”. Partial acceptances will not be granted. Items to be reviewed as a part of substantial completion include:

1. All construction items
2. Installation of all site furnishings, including lights and signs
3. All planting, including mulch installation and weed control of planted areas.

B. Within five workings days of receipt of notification, the Parks Construction Inspector will confirm substantial completion. The Parks Construction Inspector will schedule the punch list walk (pre-final review) within five working

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days after the project has been determined as substantially complete. A formal punch list will be developed at the punch list walk. The Parks Construction Inspector will provide a copy of the formal punch list to the Contractor within five working days of punch list walk. Performance of the punch list walk does not automatically trigger the start of establishment.

1. If at any point during this review it becomes apparent the Contractor has not properly prepared for the site review, the inspection shall immediately be terminated and re-scheduled at such a time as the site has been readied for a review. Any costs for the re-scheduling of the review shall be the responsibility of the Contractor. Lack of site preparation could delay start of the establishment period.

C. Concurrent to the pre-final review, the City will make a formal request for all required turn-in items to be submitted to the City. All turn-in items shall be submitted in their entirety to the City's Park Construction Inspector. Partial turn-in packages will be rejected.

D. Once all turn-in items have been confirmed to be complete and accurate, the establishment period may be considered to begin. The City shall have sole discretion in determining the appropriateness of the commencement of the establishment period and shall notify the developer/contractor in writing of the start and end dates. Portions of the project will not be accepted for establishment prior to the substantial completion of the entire project.

1.16 Final Review

A. All punch list items must be satisfactorily addressed prior to the final review.

B. The project shall be prepared and cleaned per Section 2 - 1.12 of the General Conditions; the turf shall be mowed; and the irrigation heads shall be adjusted appropriately one day prior to the scheduled final review.

C. Acceptance of the project shall be considered "field accepted" and a recommendation will be forwarded to the City Council for "final acceptance" per Section 7 - 1.01 of the General Conditions.

D. An unaccepted project shall extend the establishment period until such time as the unaccepted portions of the project have been reviewed and field accepted by the Inspector and Project Manager.

E. Turn over for City maintenance shall occur only after:

1. A Notice of Completion (NOC) has been approved by the City Council.

F. Contractor shall provide a written guarantee covering all improvements associated with this project. See 1.19 – Warranties and Guarantees.

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1.17 Record Documents

A. Record documents or as-built plans shall be maintained on-site and updated routinely as specified in Section 2 - 1.13 of the General Conditions. Record documents shall include **all items under the contracted scope of work**.

B. Record documents shall be submitted:

1. Electronically submit PDF scanned images (in color) of the verified/initialed as-built drawings.
2. For City of Roseville CIP projects, SWPPP binder.

1.18 Warranties and Guarantees

A. Warranties are required under various Sections of these Specifications. Prior to final acceptance, the Contractor shall combine all warranties into a single electronically submitted PDF, . All warranties shall be clearly labeled and the number of years highlighted. Also, see Sections 7 - 1.10 and 7 - 1.11 of the General Conditions.

1. Warranties for equipment shall be submitted in the manufacturer's standard form and shall be countersigned by the subcontractor or supplier and the Contractor.
2. All other warranties shall be provided in the following format, written on subcontractor's or supplier's letterhead, signed by the subcontractor or supplier and countersigned by the Contractor:

WARRANTY FOR _____ YEARS

"We hereby warrant that the *product* which we have installed at *project name* has been done in accordance with the contract documents, and that the work, as installed will fulfill the warranty requirements included in the Specifications.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within the warranty period stated above commencing from the date of final acceptance of the above named project by the City of Roseville's City Council, without additional expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure to comply with the above conditions within thirty (30) days of notification by the City, we collectively or separately do hereby authorize the City to proceed with the repairs or replacement of such defects at our expense. Payment of said costs and charges will be forwarded to the City upon demand.

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Signed: _____ _____
Subcontractor or Supplier Date

Countersigned: _____ _____
Contractor Date

B. Guarantees shall be a minimum of one (1) year for all plant material, including trees and shrubs. The guarantee shall state that plant materials (trees & shrubs) to be free of all defects or disease and all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

PART 2 - PRODUCTS

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PART 3 - EXECUTION

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END OF SECTION

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SECTION 01 23 00
BID ALTERNATES

GENERAL

1.1 SUMMARY

A. To provide the Owner choices in the scope and cost of the Contract Work, alternatives have been established for the Work.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 ALTERNATES: Work for the alternates are described on the Drawings and in these Specifications.

A. BID ALTERNATE NO. ONE: Mechanical Pit Wall Repair

- Removed damaged portion of mechanical pit wall and replace. Refer to Foundation Plan and Detail 1 on Sheet S-203.

B. BID ALTERNATE NO. TWO: Interior Drinking Fountain Replacement

- Remove drinking fountain in Lobby 101 and replace with new drinking fountain with bottle filler. Refer to Sheets A2.2 and P2.3.

C. BID ALTERNATE NO. THREE: Classroom Conditioning

- Install new Heat Pump and Fan Coils to provide conditioning to existing Classroom 114. Refer to Mechanical Sheets for new equipment and routing. Scope of work also includes the addition of insulation to roof structure above classroom, including the removal and replacement of gypsum board ceiling and re-installation of lighting as needed – See Sheet A9.1. Also, electrical panel modifications are required to accommodate new HVAC equipment – See Sheet E1.1.

D. BID ALTERNATE NO. FOUR: Exterior Musco Sports Light Replacement

- Replace Exterior Musco Sports Lighting System. Existing poles to remain. Refer to Sheet A5.1

E. BID ALTERNATE NO. FIVE: Shower Angle Stops

- Install angle stops with access panels above showers. Refer to Sheet P2.3 for plumbing and Sheet A9.1 for access panels.

F. BID ALTERNATE NO. SIX: Exterior Shower Modifications

- Modify existing exterior showers to locate controls at new height. Refer to Sheet P2.3 for plumbing and Detail F / A6.1 for enclosure modifications.

G. BID ALTERNATE NO. SEVEN: Exterior Drinking Fountain Replacement

- Remove exterior drinking fountain and replace with hi-low drinking fountain with new drinking fountain and bottle filling station. Refer to Sheet A2.2 and Sheet P2.3.

H. BID ALTERNATE NO. EIGHT: Door Closers

- Remove and replace door closers in kind. Refer to Sheet A2.2 for locations.

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I. BID ALTERNATE NO. NINE: Pool Surge Pit Cover

- Remove and replace pool surge pit cover – Refer to Sheet SP-4.

1.4 ADVANCED COORDINATION

A. Immediately after award of Contract advise all necessary personnel and suppliers as to the nature and extent of alternatives selected by the Owner. Alert personnel and suppliers involved as to all changes in the Work caused by the Owner's selection of alternatives.

END OF SECTION 01 23 00

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SECTION 01 57 23
STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 General

A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 References

A. State Water Resources Control Board Order No. WQ 2022-0057 DWQ National Pollutant Discharge Elimination System General Permit No. CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.
B. CASQA California Stormwater BMP Handbook – Construction, October 2024.

1.03 Definitions

A. NOI: Notice of Intent
B. NOT: Notice of Termination
C. QSP: Qualified SWPPP Practitioner
D. QSD: Qualified SWPPP Developer
E. SWPPP: Storm Water Pollution Prevention Plan
F. SWRCB: State Water Resources Control Board
G. NPDES: National Pollutant Discharge Elimination System
H. WDID: Waste Discharger Identification number
I. BMP: Best Management Practices

PART 2 - PRODUCTS

Intentionally left blank.

PART 3 - EXECUTION

3.01 SWPPP

A. Comply with State Water Resources Control Board Order No. WQ 2022-0057-DWQ National Pollutant Discharge Elimination System General Permit No. CAS000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

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B. A formal SWPPP was not required for this Project, however it is the Contractor's responsibility to ensure compliance with the Construction General Permit to not impact the storm system, including implementation and maintenance of BMP's as needed. The Contractor shall keep the construction area, neighboring streets, sidewalks and landscape areas in a clean and orderly fashion at all times.

3.02 Schedule

A. Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices. The typical sequence of work shall be adjusted by the Contractor based on weather conditions and forecasted rain events. The schedule is considered an appropriate and applicable BMP.

3.03 Penalties and fines

A. Contractor is responsible for all penalties and fines assessed to or levied on the project related to the implementation of the SWPPP.

B. In an effort to maintain compliance with the General Permit, the Contractor may be asked to make changes to the BMPs. If the Contractor is unable to perform these services in a timely manner the City reserves the right to address any areas of concern and deduct the cost from the contract.

3.04 BMP's

A. Construction BMP's shall be installed per the Erosion / Sediment Control Plan and in accordance with the CASQA California Stormwater BMP Handbook. Use of alternative BMP's will be reviewed and accepted at the discretion of the City.

3.05 Cleaning

A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.

B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

END OF SECTION

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SECTION 02 41 19
SELECTIVE DEMOLITION

GENERAL

1.1 SUMMARY

A. Demolish and remove from the site those items so indicated on the Drawings

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SECTION REQUIREMENTS

A. Demolished material shall be considered the property of the Contractor and shall be completely removed from the job site.

B. Items indicated on the Drawings to be removed and salvaged remain Owner's property. Remove, clean and deliver to Owner's designated storage area.

C. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction.

D. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

E. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner's Representative. Owner will remove hazardous materials under a separate contract.

EXECUTION

3.1 EXISTING CONDITIONS

A. Prior to all work of this Section, examine the areas and conditions under which work will be performed. If conditions detrimental to timely and proper completion of the work exist, notify the Owner's Representative. Do not proceed until unsatisfactory conditions are corrected.

B. A. Commencement of work constitutes acceptance of existing conditions. The Contractor shall, at his expense, be responsible for correcting all unsatisfactory and defective work.

C. In company with the Owner's Representative, visit the site and verify the extent and location of selective demolition required. Carefully identify limits of selective demolition. Mark interface surfaces as required to enable workmen also to identify items to be removed and items to be left in place intact.

D. By careful study of the Contract Documents, determine the location and extent of selective demolition to be performed.

E. The Drawings do not purport to show all objects existing on the site or in the building.

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F. If public use is to be maintained on unaffected portions of the project site, the Contractor shall be responsible for directing pedestrian and vehicular traffic safely around the construction zone. Utilization of temporary fencing, barricades, signage, etc. shall be the responsibility of the Contractor. Safe detours shall be available to the general public at all times during the course of construction.

G. Protection of existing site improvements shown to remain, including, but not limited to, fencing, signs, benches, picnic tables, shade structures, drinking fountains, concrete paving, concrete wall and curbs, asphalt concrete paving, recreational site improvements, etc. are to be protected and preserved.

H. The Contractor shall be responsible for any damage to and maintenance of all existing street improvements, drainage facilities and irrigation systems and to re-establish these improvements to their original condition as soon as possible after completion of the work in the area, to the complete satisfaction of the Project Manager and Inspector.

I. Survey monuments and markers either shown on the Plans or encountered during the course of construction shall be protected and preserved. The Contractor shall notify the Inspector upon discovery of an unmarked monument, at which time, arrangements for the relocation or adjustment of the monument will be determined. All costs associated with the relocation or adjustment of these monuments shall be the Contractor's responsibility.

J. Where the removal of specific material creates an open hole, pit, trench or other depression, the Contractor shall immediately backfill and compact the areas consistent with requirements outlined in the Specifications.

3.2 DEMOLITION

A. Maintain services / systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services / systems that bypass area of selective demolition and that maintain continuity of services / systems to other parts of the building.

B. Locate, identify, shut off, disconnect and cap off utility services and mechanical / electrical systems serving areas to be selectively demolished.

1. Contact USA North 811 at (800) 642-2444, or submit an online ticket at USANorth811.org, prior to commencement of any demolition or excavation work. Provide a minimum of 48 hours' notice. Verify all utilities entering into and their locations within the project site.

2. Where utilities lie within the project site, but are not a part of the project, the Contractor shall cooperate with the agency or utility company having jurisdiction to maintain its use and the integrity of the structure.

3. Where utilities enter into the project site and taps, connections to or extensions of the utility are identified in the Plans, the Contractor shall coordinate all work with the agency or utility company having jurisdiction to minimize or eliminate disruption of use by the adjacent properties.

4. Verify that all utilities, shown to be removed on the Plans, are inactive and turned off prior to disconnection and/or re-routing, prior to demolition.

C. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

D. Provide and maintain shoring, bracing and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain or construction being demolished.

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E. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.

F. Protect walls, ceilings, floors and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings and equipment that have not been removed.

G. Neatly cut openings and holes plumb, square and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.

H. Promptly removed demolished materials from Owner's property and legally dispose of them. Do not bury or burn demolished materials.

1. All materials removed as a part of this contract shall become the property of the Contractor and shall be legally disposed of off-site, unless otherwise noted on the Plans.

I. Where a portion of a concrete slab, curb or wall and asphalt concrete paving or curb is to be removed, the concrete shall be cut with a concrete saw at a 90 degree angle so that the edge of the remaining concrete shall form a neat, straight line. Conform to the City of Roseville Design and Construction Standards, latest edition.

3.3 REPLACEMENT

A. In the event of demolition of items not so scheduled to be demolished, promptly replace such items to the approval of the Owner's Representative and at no additional cost to the Owner.

END OF SECTION 02 41 19

For Council Approval
Not for Bidding

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

GENERAL

1.1 SUMMARY

A. Provide and install all reinforcement, forms, vapor barrier, and associated items required for all cast-in-place concrete as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions, and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 013323 of these specifications.

B. Shop Drawings; Reinforcement:

C. Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of concrete reinforcement. Include special reinforcement required at openings through concrete structures.

D. Concrete Design Mixes:

1. The preparation of design mixes will be the responsibility of the Contractor. The supplier may prepare mix designs and shall be certified by a Civil Engineer registered in California.

2. Mix designs will be designed by the supplier and approved by the testing lab retained by the Owner.

3. Written reports will be submitted to the Owner's Representative of each proposed mix for review. Submit mix designs for each prepared mix. Submit designs in compliance with Section 013323 Submittals. Do not begin concrete production until mixes have been reviewed by the Owner's Representative.

4. Adjustment of Concrete Mixes:

a. Mix design adjustments may be requested by the Contractor when characteristics of materials, job conditions, weather, test results, and other circumstances warrant; at no additional cost to the Owner and as accepted by the Owner's Representative. Provide submittals as in A above. Submit adjustment designs a minimum of 48 hours ahead of schedule for concrete production.

E. Exposed or Seeded Aggregate Mock-Up Panel:

1. Prior to scheduling placement of exposed aggregate concrete, prepare an 8' x 8' test slab outside the structure. Provide a test slab with approved aggregate concrete, Top Surface Retarder, and the same methods as will be utilized for the finish product. The test slab must be approved by the Owner's Representative prior to placement of the exposed aggregate slab. The approved test slab will serve as the standard for exposed aggregate finish quality.

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F. Under-slab Vapor Barrier, Seam Tape, Mastic, Vapor Stakes

G. Related Materials:

1. Special forms
2. Joint filler
3. Curing compound
4. Chemical hardener
5. Aggregate samples
6. Waterstop
7. Tensile inserts

1.4 CODES AND STANDARDS

Comply with the provisions of the following codes, specifications, and standards, except as otherwise shown or specified.

A. ACI 301 "Specifications for Structural Concrete for Buildings”.

B. ACI 311 "Recommended Practice for Concrete Inspection”.

C. ACI 318 "Building Code Requirements for Reinforced Concrete”.

D. ACI 347 "Recommended Practice for Concrete Formwork”.

E. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete”.

F. Concrete Reinforcing Steel Institute, "Manual of Standard Practice”.

G. California Building Code, latest Edition.

H. American Society for Testing and Materials (ASTM)

1. ASTM E 1745-17 Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs.
2. ASTM E 154-08a Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs.
3. ASTM 96-00 Standard Test Methods for Water Vapor Transmission of Materials.
4. ASTM E 1643-18a Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.

I. American Concrete Institute (ACI)

1. ACI 302.1R-15 Vapor Barrier Component (plastic membrane) is not less than 10 mils thick.

1.5 TESTING

A. Testing of concrete will be required for this project. Testing will be performed in accordance with Section 014523.

B. Concrete shall be sampled and tested for quality control during the placement of concrete as follows:

1. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with ASTM C94.

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2. Slump: ASTM C143; one test for each concrete load at the point of discharge; and one for each set of compressive strength test specimens.

3. Compressive Test Specimen and Strength Tests:

   a. ASTM C31; one set of three standard cylinders for every 100 cubic yards, or fraction thereof, of each concrete class placed in any one day. Mold and store cylinders for laboratory curing of test specimens.

   b. ASTM C39; Test one specimen at seven days, one specimen at 28 days, and retain one specimen in reserve for later testing if required.

4. Concrete Temperature: Test and record temperature only if concrete is being placed during extreme temperature conditions, i.e., air temperature below 40° F or above 85° F.

C. Report test results in writing to the Owner's Representative and the Contractor on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of contractor, name of concrete supplier and truck number, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength and type of break for both 7-day tests and 28-day tests.

D. Additional Tests:

1. The testing service will make additional tests of in-place concrete when test results indicate the specified concrete strengths and other characteristics have not been attained in the structure, as directed by the Owner's Representative. The testing service shall conduct tests to determine the adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed.

E. Special Inspections:

1. Special inspections will be required for the placement of 3000 psi concrete. Perform special inspection sampling as in 1.04B 1, 2, and 3 above. Special inspections will be conducted by a testing lab retained and paid for by the Owner. Contractor to provide testing lab and Owner's Representative a minimum 72-hour notice prior to placement of concrete requiring special inspection.

1.6 WARRANTY

A. Warrant materials for five years against manufacturing defects, when installed in accordance with the manufacturer's instructions.

PRODUCTS

2.1 FORM MATERIALS

A. Forms for Exposed Finish Concrete

1. Unless otherwise indicated, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed, plywood-faced, or other acceptable panel-type materials, to provide continuous, straight, smooth exposed surfaces. Furnish in the largest practicable sizes to minimize the number of joints, and to conform to the joint system shown on the drawings. Provide form material with sufficient thickness to withstand the pressure of newly placed concrete without bow or deflection.

B. Form Liners

For Council Approval
Not for Bidding

C. Forms for Unexposed Finish Concrete

1. Form concrete surfaces that will be unexposed in the finished structure with plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two (2) edges and one (1) side for a tight fit.

D. Form Coatings

1. Provide commercial formulation form-coating compounds that will not bond with, stain, or adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

E. Earth Forms

1. Unless otherwise indicated or required by the Structural Drawings, concrete for continuous footings may be placed directly against vertical excavated surfaces, provided the material will stand without caving and provided the minimum reinforcing steel clearances indicated on the Drawings are maintained and suitable provisions are taken to prevent raveling of top edges or sloughing of loose material from walls of excavation. Dimensions for continuous footings shown on the Drawings are based on formed surfaces; if placed against excavated surfaces, increase the minimum clearances for reinforcing to 3 inches. Sides of excavation shall be made with a neat cut, and the width shall be made as detailed on the Drawings.

F. Form Ties

1. Metal, spreader type or snap tie, removable to 1/4" from the concrete face, designed to prevent concrete spalling upon removal. Ties for exposed concrete shall be of the same type throughout the project.

2.2 REINFORCING MATERIAL

A. Reinforcing Bar: ASTM A615/A 615M, Grade 60, deformed, free of loose rust.

B. Steel Wire: ASTM A82, plain, cold-drawn, steel.

C. Tie Wire: #16 minimum, black and annealed.

D. Anchor Bolts and Holddowns

E. Mechanical Splice

1. Positive locking taper type. Splices must develop a minimum of 125% of the specified yield strength of the bar. Reinforcing bar fabricator shall thread the ends of all bars to be mechanically spliced per the splice manufacturer's requirements.

F. Accessories

1. Metal or plastic spacers, supports, ties, etc., concrete chairs, required for spacing, assembling, and supporting reinforcing in place. Legs of accessories to be of the type that will rest on forms without embedding into forms. Galvanize metal items that are exposed to moisture, or use approved other non-corrodible, non-staining supports.

2.3 CONCRETE MATERIALS

A. Portland Cement

1. Type II conforming to the requirements of ASTM C150, Type I or II. Use only one brand of cement throughout the project, unless otherwise acceptable to the Owner's Representative.

2. Fly Ash: ASTM C618

3. Slag: ASTM C989

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4. Silica Fume: ASTM C1240

B. Normal Weight Aggregates

1. Conform to the requirements of ASTM C33. Fine aggregate shall be clean, sharp, natural sand free from loam, clay, lumps, or other deleterious substances. Maximum size shall be as indicated for each type of concrete.

C. Lightweight Aggregates: ASTM C330

D. Water: Clean, fresh, potable, ASTM C1602

E. Chemical Admixtures

1. Water reducers ASTM C494, Type A. Do not use calcium chloride or admixtures containing calcium chloride.

2. Air Entraining ASTM C260

3. Flowing: ASTM C1017

F. Waterproofing Admixtures

1. Barrier-1 High Performance Concrete Admixture by Barrier-1, Xypex C-1000 Admixture by Xypex Chemical Corp., Hycrete V-1000 by Hycrete or equal.

G. Fibers: ASTM C1116

H. Color Hardener

1. L.M. Scofield Company Lithochrome Color Hardener and Colorcure Concrete Sealer

I. Sacking Mix

1. Basalite Sacking and Parging Mix or equal

2.4 VAPOR BARRIER

A. MATERIALS:

1. Vapor Barrier must have the following qualities

a. WVTR less than or equal to 0.006 (0.012 Perms) as tested by ASTM E 96

b. ASTM E 1745 Class A

c. Not less than 15 mil plastic

2. Vapor Barrier Products

a. Stego Wrap (15 mil) Vapor Barrier by STEGO INDUSTRIES LLC, San Juan Capistrano, CA (877) 464-7834 www.stegoindustries.com.

b. W.R. Meadows Perminator 15 www.wrmeadows.com.

c. VaporBlock 15 by Raven Industries www.vaporblock.com.

B. ACCESSORIES:

1. Seam Type

a. Tape must have the following qualities: Water vapor transmission rate ASTM E96, 0.33 perms or lower.

b. Seam Tape: Stego Tape by Stego Industries (877) 464-7834 www.stegoindustries.com or equal.

2. Vapor Proofing Mastic

For Council Approval
Not for Bidding

a. Mastic must have the following qualities: Water vapor transmission rate ASTM E 96, 0.3 perms or lower

b. Mastic: Stego Mastic by Stego Industries (877) 464-7834 www.stegoindustries.com or equal.

3. Pipe Boots

a. Construct pipe boots from vapor barrier material, pressure-sensitive tape, and/or mastic per manufacturer's instructions

4. Vapor Stakes

a. Stakes must have the following qualities: Density ASTM 1505, 0.0289 lb/in^3

b. Specific gravity ASTM D792, 0.0477

c. Stakes: Vapor Stakes by Vapor Stake, LLC (714) 519-4211 www.vaporstake.com or equal

2.5 RELATED MATERIALS

A. Joint Filler

1. ASTM D1751 and C1752 - preformed, non-extruding asphalt-saturated cellulosic fiber, Burke or equal.

B. Joint Sealer

1. ASTM D1190, hot pour rubber type. Manufacturer - Burke or equal, color as approved by the Owner's Representative. Silicone sealant or one-part Urethane Sealant or two parts Urethane - pour grade.

C. Curing Compound

1. ASTM C309, Type I, Class B, Burke Aqua Resin Cure, or equal.

D. Chemical Hardener

1. Colorless aqueous solution containing a blend of magnesium fluosilicate and zinc fluosilicate combined with a wetting agent, containing not less than two pounds of fluosilicates per gallon. Subject to compliance with requirements, provide products of one of the following:

a. "Surfhard"; Euclid Chemical Co.

b. "Lapidolith"; Soneborn-Contech

c. "Saniseal"; Master Builders

d. "Burk-O-Lith"; The Burke Co.

E. Weakened Plane Former

1. Burke "Zip Strip" - 1" 1-1/2" or 2" depth.

2.6 PROPORTIONING AND DESIGN OF MIXES

A. Mixes will be designed to provide concrete with the following properties:

1. Type A: Slab-on-grade; 2500 psi 28-day compressive strength. 1" maximum aggregate size. Maximum slump = 5 inches.

2. Type B: Foundations: 2500 psi 28-day compressive strength. 1" maximum aggregate size. Maximum slump = 5 inches.

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Not for Bidding

3. Type C: Pit Wall; 4000 psi 28-day compressive strengths. 3/4" maximum aggregate size. Maximum slump = 4 inches.

4. Type D: Site; 2500 psi 28-day compressive strength. 1" maximum aggregate size. Maximum slump = 6 inches.

B. Admixtures:

1. Use admixtures for water-reducing in strict accordance with the manufacturer's directions, if desired by the Contractor and approved by the Owner's Representative.

2. Use amounts of admixtures as recommended by the manufacturer for the climatic conditions prevailing at the time of placing. Adjust quantities and types of admixtures as required to maintain quality control.

3. Use Waterproofing Admixture in strict accordance with the manufacturer's directions. The manufacturer's representative shall approve the concrete mix design.

C. Slump Limits:

1. Proportion and design mixes to result in a concrete slump at the point of placement with a maximum variance of 1" for a specified slump, provided the concrete remains properly workable.

2.7 READY-MIX CONCRETE MIXING

A. Comply with the requirements of ASTM C94, and as herein specified. Delete the references for allowing additional water to be added to the batch for material with insufficient slump. Adding water to the batch is not permitted.

B. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C94 may be required.

1. When the air temperature is between 85°F and 90°F, reduce the mixing and delivery time from 1½ hours to 75 minutes.

2. When the air temperature is above 90°F, reduce the mixing and delivery time to 60 minutes.

EXECUTION

3.1 FORMS

A. Design, erect, support, brace, and maintain formwork to support vertical and lateral loads that might be applied until the concrete structure can support such loads. Construct formwork so concrete members and structures are of the correct size, shape, alignment, elevation, and position.

B. Design formwork to be readily removable without impact, shock, or damage to cast-in-place surfaces and adjacent materials.

C. Form Ties

1. Factory-fabricated, adjustable-length, removable, or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete surfaces upon removal.

D. Provisions for Other Trades

1. Provide openings in concrete formwork to accommodate the work of other trades. Determine the size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

For Council Approval
Not for Bidding

E. Wetting

1. Keep forms sufficiently wetted to prevent joints opening up before concrete is placed.

3.2 PLACING REINFORCEMENT

A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for details and methods of reinforcement placement and supports, and as herein specified.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy the bond with concrete.

C. Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcement with metal chairs, runners, spacers, and hangers as required.

D. Place reinforcement to obtain at least the minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

E. All reinforcing in slabs to be supported by concrete chairs; hooking reinforcement in position not allowed. Place chairs immediately prior to the concrete pour to prevent reinforcing from being deformed by being walked on.

3.3 JOINTS

A. Construction Joints

1. Locate and install construction joints as shown on the Drawings, so as not to impair the strength or appearance of the structure, as acceptable to the Owner’s Representative. The maximum slab area between construction joints shall be 650 square feet.

2. Unless otherwise detailed, provide keyways at least 1-½" deep in all construction joints.

B. Expansion Joints

1. Provide 1/2" joint filler board and 1/2" x 1/4" deep joint sealer. Locate as shown on the Drawings.

C. Control Joints

Provide - Weakened Plane Former, sawcut joints, or tooled points.

Specifiers Note: Coordinate with the structural engineer and soils report for slab reinforcement and standard notes regarding sand cushion, welded wire fabric, etc.

3.4 PAD PREPARATION FOR SLABS

A. Preparation for Interior Slabs

Provide crushed rock drainage fill and vapor barrier under interior floor slabs-on-grade.

1. Vapor Barrier Installation

a. Install vapor barrier/retarder in accordance with manufacturer’s instructions and ASTM E 1643-18a.

(1) Unroll Vapor Barrier/Retarder with the longest dimension parallel with the direction of the pour.

(2) Lap Vapor Barrier/Retarder over footings and seal to foundation walls.

For Council Approval
Not for Bidding

i. Seal to interior/perimeter footings using Proofing Mastic.

(3) Overlap joints 6 inches and seal with the manufacturer's tape.

(4) Seal all penetrations (including pipes) per manufacturer's instructions.

i. Single pipe penetrations may be sealed using a pipe boot constructed from the product

1. Cut a piece of plastic – width minimum 12 inches; length 1-1/2 times the circumference of the pipe
2. With scissors, cut slits half the width of the film
3. Wrap the boot around the pipe; tape it onto the pipe, and completely tape the base to the Vapor Barrier/Retarder

ii. Multiple pipe penetrations in proximity and very small pipes may be sealed using Vapor Proofing Mastic

1. Cut a small area around pipes
2. Cut a patch of Vapor Barrier/Retarder extending at least 6 inches past the cutout in all directions
3. Cut X's or small circles in the patch and install over pipes
4. Overlap at least 6 inches and tape
5. Buildup 40-60 mils of mastic, or as needed to fill all voids between the pipe and Vapor Barrier/Retarder

(5) No penetration of the Vapor Barrier/Retarder is allowed except for reinforcing steel and permanent utilities

i. In the case that forms must be used, vapor stakes should be used to hold forms in place

1. Penetrate plastic with a stake
2. Treat stake as pipe penetration (see above section b) i. – v.).
3. Leave the stake permanently in the concrete.
4. Using a power saw, cut the stake off above the seal, but below the concrete's finished surface.
5. The lower portion of the vapor stake remains in place, permanently plugging the penetration.

(6) Repair damaged areas by cutting patches of Vapor Barrier/Retarder, overlapping the damaged area 6" and taping all four sides with tape.

B. Exterior concrete slabs will not require drainage rock or membrane except where indicated on the Drawings.

3.5 CONCRETE PLACEMENT

A. Pre-Placement Inspection

For Council Approval
Not for Bidding

1. Before placing concrete, inspect and complete the formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other trades to permit the installation of their work; cooperate with other trades in setting such work, as required. Thoroughly wet wood forms immediately before placing concrete, as required, where form coatings are not used. Coordinate the installation of joint materials and vapor barriers with the placement of forms and reinforcing steel.
2. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing.

B. Placing Concrete in Forms

1. Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. When placement involves several layers, place each layer while the preceding layer is still plastic to avoid cold joints.
2. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with the recommended practices of ACI 304, to suit the type of concrete and project conditions.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate the placed layer of concrete and at least 6 inches into the preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit, the duration of vibration is the time necessary to consolidate the concrete and complete the embedment of reinforcement and other embedded items without causing segregation of the mix.

C. Placing Concrete Slabs

1. Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is complete.
2. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Bring slab surfaces to the correct level with a straightedge and strike off. Use bull floats or darbies to smooth the surface, leaving it free of humps or hollows. Do not sprinkle water on the plastic concrete surface. Do not disturb the slab surfaces prior to beginning finished operations.
4. Maintain reinforcing in the proper position during concrete placement operations by placing concrete chairs immediately prior to pour. Hooking reinforcing in position is not allowed.

D. Cold Weather Placing

1. Protect concrete work from physical damage or reduced strength, which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306.
2. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in writing by the Owner's Representative.

E. Hot Weather Placing

For Council Approval
Not for Bidding

1. When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
2. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F.
3. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
4. Wet forms thoroughly before placing concrete.
5. Do not use retarding admixtures unless otherwise accepted in mix designs.

3.6 FINISH OF FORMED SURFACES

A. Smooth Form Finish

1. For above-grade formed concrete surfaces covered by cement plaster or otherwise not exposed to view. This is the as-cast concrete surface as obtained with selected form facing material arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with all fins or other projections completely removed and smoothed.

B. Related Unformed Surfaces

1. At the tops of walls, horizontal offsets and similar unformed surfaces occurring adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

C. Sacking Finish

1. At all exposed concrete, provide a sacked finish by coating the concrete wall with sacking mix.
2. Coat the entire surface with sacking mortar as soon as the surface of the concrete approaches surface dryness.
3. Thoroughly and vigorously rub mortar over the area with clean burlap pads to fill all voids.
4. Trowel with a sponge rubber float to a uniform, level surface.
5. While mortar is still plastic but partially set (so it cannot be pulled from voids), sack-rub the surface with a dry mix of sacking mortar (leave out water). There should be no discernible thickness of mortar on the concrete surface, except in voids; all surfaces should be uniformly textured.
6. Immediately begin a continuous moist cure for 72 hours.

3.7 MONOLITHIC SLAB FINISHES

A. All slabs to receive steel trowel finish except at exposed aggregate finish or as otherwise noted. Interior slabs to be left exposed (see Room Finish schedule) shall receive specific concrete hardener applied in accordance with the manufacturer's specifications.

B. Float Finish

1. Apply float finish to slab surfaces that are to receive trowel finish as herein after specified.

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2. After screeding and consolidating concrete slabs, do not work on the surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats or both. Consolidate surface with power-driven floats, or by hand-floating if the area is small or inaccessible to power units. Check and level the surface plane to a tolerance not exceeding ¼" in 10' when tested with a 10' straightedge. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat the surface to a uniform, smooth, granular texture.

C. Trowel Finish

1. Apply trowel finish to interior monolithic slab surfaces that are to be exposed to view, and slab surfaces that are to be covered.

2. After floating, first trowel finish operation using a power-driven trowel. Begin final troweling when the surface produces a ringing sound as the trowel is moved over the surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/8" in 10' when tested with a 10' straightedge. Grind smooth surface defects that would telegraph through the applied covering system.

D. Apply Floor Sealer

E. Apply Floor Hardener

F. Exterior Flatwork

1. Float the concrete surface as described above. Provide a light broom finish, in one direction only, or as shown on the Drawings.

G. Rock salt Finish

1. After placing concrete and final floating is completed, broadcast rock salt over the surface of the concrete.

2. Steel trowel finish the slab, working the rock salt flush into the concrete.

3. After the concrete slab is cured, wash out the rock salt from the concrete.

H. Exposed Aggregate

1. After placing concrete and final floating is completed, apply a layer of surface retarder. Spray evenly over the surface, full strength, with a Hudson-type sprayer. Overspray may be brushed or rolled.

2. Between 8 and 20 hours after placement, remove the top surface of the concrete to reveal the aggregates using a stiff-bristle brush and a jet of water. Do not scrub the surface. Remove 1/8" to 3/16" of the top surface material.

I. Seeded Aggregate

1. After placing concrete and final floating is completed, and while the surface is still plastic, seed the approved aggregate uniformly and embed it into the surface by light tamping. Provide complete coverage to the depth of a single stone.

2. Float the surface until the embedded stone is fully coated with mortar and the surface has been brought to a true plane within the specified tolerance.

3. After the matrix has hardened sufficiently to prevent dislodgement of aggregate, begin exposure.

For Council Approval
Not for Bidding

a. Allow copious quantities of water, without force, to flow over the surface of the concrete while the matrix encasing the aggregate is removed by brushing with a fine bristle brush.

b. Continue this operation until the aggregate is uniformly exposed but not dislodged.

4. An approved chemical retarder sprayed onto the freshly floated surface may be used to extend the working time for exposure of aggregate.

J. Sealing

1. Clean exposed aggregate with a light acid wash of all laitance, cement, and debris.

2. Place an even layer of concrete sealer over the surface of the cleaned exposed aggregate. After construction is complete and before the Owner occupies, apply an additional coat of sealer to the aggregate surface. Install in strict accordance with the manufacturer's instructions.

K. Color Hardener and Sealer

1. Apply dry shake color hardener during the troweling process per manufacturer’s specifications. Apply sealer per the manufacturer’s specifications, with the recommended time between applications. Apply non-staining protective paper over the colored slab for the remainder of the construction.

3.8 CONCRETE CURING AND PROTECTION

A. Duration

1. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening.

2. Start initial curing as soon as free water has disappeared from the concrete surface after placing and finishing. Weather permitting, keep continuously moist for at least 24 hours.

3. Begin final curing procedures immediately following initial curing and before the concrete has dried. Continue final curing for at least 7 days and in accordance with ACI 301 procedures. Avoid rapid drying at the end of the final curing period.

B. Curing Methods

1. Moisture Curing

a. Provide moisture curing by keeping the surface continuously wet by covering with water or a continuous water-fog spray.

2. Membrane Curing

a. Apply membrane-forming curing compound to damp concrete surfaces immediately upon completion of water-fog spray application. Apply uniformly in 2 coats, in continuous operation, using power-spray equipment in accordance with the manufacturer's directions—recoat areas which are subjected to heavy rainfall within 3 hours after initial application. Maintain coating continuity and repair damage during the curing period.

b. Do not use curing compounds on surfaces that are to be covered with a coating material applied directly to concrete or with a covering material bonded to concrete, such as flooring, painting, and other coatings and finish materials, unless otherwise acceptable to the Owner’s Representative.

For Council Approval
Not for Bidding

C. Curing Formed Surfaces

1. Initially cure unformed surfaces, such as slabs and other flat surfaces, by moist curing—final cure unformed surfaces by membrane or moist curing, as applicable, for the full curing period.

3.9 REMOVAL OF FORMS

A. Formwork not supporting the weight of concrete, such as sides of footings, walls, and similar parts of the work, may be removed after cumulatively curing at not less than 50°F (10°C) for 24 hours after placing concrete, provided concrete is sufficiently hard not to be damaged by form removal operations, and provided curing and protection operations are maintained.

3.10 MISCELLANEOUS CONCRETE ITEMS

A. Filling-In

1. Fill-in holes and openings left in concrete structures for the passage of work by other trades, unless otherwise shown or directed, after the work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete the work.

B. Equipment Bases and Foundations

1. Provide machine and equipment bases and foundations, as shown on the Drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of the manufacturer furnishing machines and equipment.

C. Grout Base Plates and Foundations

1. As indicated, using specified non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.

3.11 CONCRETE SURFACE REPAIRS

A. Repair and patch defective areas with cement mortar immediately after removal of forms, but only when acceptable to the Owner's Representative.

B. Cut out honeycomb, rock, pockets, voids over ½" diameter, and holes left by tie rods and bolts, down to solid concrete, but in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Before placing cement mortar, thoroughly clean, dampen with water, and brush-coat the area to be patched with neat cement grout. Proprietary patching compounds may be used when acceptable to the Owner's Representative.

END OF SECTION 03 30 00

For Council Approval
Not for Bidding

SECTION 04 22 23
UNIT MASONRY

GENERAL

1.1 SUMMARY:

A. Provide and install concrete unit masonry as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:

A. Make submittals to the Owner's Representative in accordance with the provision of Section 013323 of these specifications.

B. Prior to delivery of concrete unit masonry to the job site, deliver to the Owner's Representative a letter from the manufacturers of the concrete masonry units certifying that all such concrete masonry units delivered to the job site are in strict conformance with the provisions of this Section of these Specifications.

PRODUCTS

2.1 CONCRETE BLOCKS:

A. Concrete blocks shall be normal weight, standard gray colored modular units to sizes shown as manufactured by Calstone, Basalite, or an equal approved in advance by the Owner's Representative in accordance with the provisions of Section 01 25 00 of these Specifications.

B. Shrinkage of standard concrete blocks shall not exceed the amount recommended in ASTM C-90.

C. Water content:

1. At the time of delivery to the job site, concrete masonry units shall have a value, in weight of contained water, of not more than 13 – 18 pcf of the fully saturated content for the unit tested.

2. Ship all units from the factory, and store at the job site, with all the necessary protection to prevent increase of water content from rain and other sources.

D. Certification required by Article 1.3-B of this Section of these Specifications shall show results of tests made not more than twelve months prior to delivery of concrete masonry units to the job site, shall prove compliance with the specified values and shall certify that the mix design, yield per batch, and curing procedures for the units delivered to the job site are equal to those submitted for test.

2.2 MORTAR:

A. All mortar for concrete block shall conform with ASTM C-270-05a, 1800 psi in 28 days, and shall consist of one part portland cement by volume, ¼ to ½ part hydrated lime, and four parts of damp, loose sand, plus water; natural grey color.

2.3 REINFORCEMENT STEEL:

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A. All reinforcement steel required for concrete masonry units shall be the type and quality specified for concrete in Section 033000 of these Specifications.

2.4 GROUT:

A. All grout should be transit-mixed in accordance with ASTM C-476-02 and shall consist of one part portland cement, 2-1/2 parts sand, two parts pea gravel, and adequate water to produce a concrete with a slump of 8-11 inches, and shall have an ultimate compressive strength of at least 2000 psi in 28 days.

2.5 ADMIXTURES FOR GROUT:

A. Use Sika Grout Aid, or an equal approved in advance by the Owner's Representative, in all grout for high-lift applications, following manufacturer's recommendations as approved by the Owner's Representative.

2.6 OTHER MATERIALS:

A. All Other materials, not specifically described but required for a complete and proper installation of concrete unit masonry, shall be as selected by the Contractor subject to the approval of the Owner's Representative.

EXECUTION

3.1 MIXING MORTAR:

A. Use a mechanical mixer of one sack minimum capacity. Use measuring box for all volume measurements. Mix mortar at least three minutes after all materials have been added.

B. Mix only as much mortar as can be used in one hour after water has been first mixed into the match.

C. Do not re-temper mortar.

3.2 INSTALLATION:

A. General:

1. Lay up all walls in bond to match existing, plumb, level, and true to the lines and dimensions indicated on the Drawings.

2. Do not use chipped or broken units. If any such units are discovered in the finished wall, the Owner's Representative may require their immediate removal and replacement with new units at no additional cost to the Owner.

B. Dampening:

1. Store all masonry units on the job so that they are kept off the ground and protected from the rain.

2. Wetting the units shall not be permitted except when hot and dry weather exists causing the units to be warm to the touch, and then the surface only may be wetted with a light fog spray.

C. Laying up:

1. Place all units in mortar with full shoved bed and head joints.

2. Align all vertical cells to maintain a clear, unobstructed system of flues.

3. Hold racking to an absolute minimum.

D. Reinforcement:

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1. Install all reinforcement as indicated on the drawings.
2. Fully embed reinforcement in grout, not in mortar or mortar joints.
3. Furnish and install all required metal accessories to ensure accurate alignment of steel during grout filling operations.

E. Tool all joints to a dense, smooth, concave surface, 3/8" thick, unless other tooling is indicated on Drawings. Tooling of the mortar joint should be done when its surface is thumb-print hard utilizing a jointer having a diameter slightly larger than the mortar joint width. Striking joints with the same degree of hardness produces uniform joint appearance. Finishing is not only for appearance, but to seal the interface between mortar and masonry unit, while densifying the surface of the mortar joint.

3.3 GROUTING

A. Do not grout until masonry has cured at least 24 hours.

B. Consolidate all grout at time of pouring by puddling with a mechanical vibrator, filling all cells of the masonry, and then reconsolidating later by puddling before the plasticity is lost.

3.4 CLEANING UP:

A. Clean mortar from block each day.

B. Upon completion of the work of this Section, make a thorough inspection of all installed concrete unit masonry and verify that all units have been installed in accordance with the provisions of the Section. Make all necessary adjustments.

C. Clean all surfaces of concrete unit masonry as required for proper application of the specified finishes.

D. Upon completion of the work of this Section, promptly remove from the job site all mortar droppings, broken units, debris arising from the Work of this Section, and all tools and equipment of this Section, leaving all areas in a neat and orderly condition to the approval of the Owner's Representative.

END OF SECTION 04 22 23

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SECTION 05 50 00
METAL FABRICATIONS

GENERAL

1.1 SUMMARY

A. Provide and install all miscellaneous iron and steel items not specifically described in other sections of these specifications but required for a complete and operable facility as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 QUALITY ASSURANCE

A. Use only certified welders and the shielded arc process for all welding performed in connection with the work of this Section.

PRODUCTS

2.1 STEEL TUBING

A. All steel tubing shall be new, free from rust, and conforming with the requirements of ASTM A-500-B.

2.2 STEEL PLATE

A. All steel plate shall be new, free from rust, and conforming with the requirements of ASTM A-36.

2.3 STAINLESS STEEL PLATE AND SHEETS

A. All stainless steel plate shall be Type 304, new, and conforming with the requirements of ASTM A240.

2.4 BOLT AND NUTS

A. All bolts and nuts shall be new, free from rust, and conforming with the requirements of A-307.

2.5 UNISTRUT METAL FRAMING

A. 1-5/8" P1000 unistrut metal framing system, or other sizes as specifically detailed on the Drawings, with associated fittings, nuts, clips, rods, etc. as required for detailed application. Permagreen finish to accept paint.

2.6 PRIMER PAINT

A. All primer paint shall be compatible with the finish coats specified in Section 099100 of these Specifications except that, where no finish coats are required, all primer paint shall be "Tnemec 99R", a primer meeting the requirements of Federal Specification TT-P-615(d), type I, or an equal approved in advance by the Owner's Representative.

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2.7 OTHER MATERIALS

A. All other materials, not specifically described but required for a complete and proper installation of miscellaneous metal, shall be new, free from rust, best quality of their respective kinds, and subject to the approval of the Owner's Representative.

EXECUTION

3.1 SURFACE CONDITIONS

A. Make all required measurements in the field to ensure proper and adequate fit of miscellaneous metal items.

B. Verify that miscellaneous metal may be fabricated and installed in strict accordance with the original design and the approved Shop Drawings.

3.2 FABRICATION

A. Fabricate all miscellaneous metal in strict accordance with the approved Shop Drawings and the referenced standards.

B. Insofar as possible, shop prefabricate all items complete and ready for installation.

C. Welding

1. Unless otherwise indicated on the Drawings, weld all shop connections.
2. Make all joints and intersections of metal tight fitting and securely fastened.
3. Make all work square, plumb, straight and true.
4. All welds to be ground smooth.
5. Reference AWS D1.1 for types of materials being welded.

D. Holes

1. Drill or punch all holes required for all the attachment of work of other trades for bolted connections.
2. Burned holes are not acceptable.

E. Workmanship

1. Form exposed work true to line and level with accurate angles and surfaces and straight, sharp edges.
2. Ease exposed edges to a radius of approximately 1/32 inch, unless indicated otherwise.
3. Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing the work.
4. Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces. Welds to be imperceptible in finished work.
5. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible.

F. Assemblies

1. Use materials of sizes and thickness indicated or required to produce strength and durability in finished product for use intended.

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2. Work to dimensions indicated.
3. Fit and shop assemble in largest practical sections for delivery to site.
4. Cut, reinforce, drill and tap miscellaneous metal work as required to receive finished hardware and similar items.
5. Exposed mechanical fasteners: When application will not permit concealed fasteners, locate exposed fasteners in unobtrusive manner, consistent with design of component, except where specifically noted otherwise. Use Phillips flat-head countersunk screws or bolts for exposed fasteners.
6. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
7. Fabricate joints exposed to the weather to be weather tight and provide weep holes as required.

G. Continuously seal joined members by continuous welds.

3.3 SHOP PAINTING

A. Preparation

1. Thoroughly clean all metal as described in Section 09 91 00 of these Specifications
2. Provide all required protection for metal to be encased in concrete to prevent accumulation of deleterious foreign material.

B. Shop prime all steel except:

1. Stainless steel
2. Steel to be encased in concrete or masonry.
3. Surfaces to be welded.
4. Steelwork which will be concealed by interior finish.

3.4 ERECTION

A. Erect and install all miscellaneous metal in strict accordance with the Drawings, the approved Shop Drawings, and the referenced standards, aligning straight, plumb, and level within a tolerance of one in 200.

B. After the erection and installation are complete, touch-up all shop priming coats damaged during transportation and erection, using the priming paint specified for shop priming.

END OF SECTION 05 50 00

For Council Approval
Not for Bidding

SECTION 06 10 00
ROUGH CARPENTRY

GENERAL

1.1 SUMMARY

A. Provide and install rough carpentry work as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions, and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 PROJECT CONDITIONS

A. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels; provide for air circulation within and around stacks and under temporary coverings, including polyethylene and similar materials.

1. For lumber and plywood pressure-treated with waterborne chemicals, sticker between each course to provide air circulation.

1.5 PROJECT CONDITIONS

A. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate the location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other work.

PRODUCTS

2.1 LUMBER, GENERAL

A. Lumber Standards: Manufacture lumber to comply with PS 20 "American Softwood Lumber Standard" and with applicable grading rules of inspection agencies certified by the American Lumber Standards Committee's (ALSC) Board of Review.

B. Inspection Agencies: Inspection agencies and the abbreviations used to reference lumber grades and species include the following:

1. RIS Redwood Inspection Service.
2. WCLIB West Coast Lumber Inspection Bureau.
3. WWPA Western Wood Products Association.

C. Grade Stamps: Factory-mark each piece of lumber with a grade stamp of the inspection agency evidencing compliance with grading rule requirements and identifying the grading agency, grade, species, moisture content at the time of surfacing, and mill.

1. For exposed lumber, apply grade stamps to the ends or back of each piece, or omit grade stamps entirely and issue a certificate of grade compliance from the inspection agency in lieu of a grade stamp.

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D. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20 for the specified moisture content for each use.

1. Provide dressed lumber, S4S, unless otherwise indicated.

2. Provide seasoned lumber with **19 percent maximum moisture content** at time of dressing and shipment for sizes 2" or less in nominal thickness, unless otherwise indicated.

2.2 DIMENSION LUMBER

A. For light framing, provide material complying with the following requirements:

1. Douglas Fir, grade as shown on drawings.

B. For exposed framing lumber, provide material complying with the following requirements:

1. Definition: Exposed framing refers to dimension lumber that is not concealed by other work and is indicated to receive a stained or natural finish.

2. Grading: Hand select material at the factory from lumber of the species and grade indicated below for compliance with the "Appearance" grade requirements of the ALSC National Grading Rule; issue an inspection certificate from the inspection agency for the selected material.

3. Same species and grade as indicated for structural framing.

2.3 TIMBERS

A. For timbers (5" and thicker), provide material complying with the following requirements:

1. Douglas Fir Select, grade as shown on drawings.

2. Free of heart center.

2.4 BOARDS

A. Exposed Boards: Where boards will be exposed in the finished work, provide the following:

1. Moisture Content: 15 percent maximum, "MC-15".

2. Where a transparent or natural finish or no finish is indicated, provide Redwood, Select Heart Grade (RIS).

3. Where painted finish is indicated, provide Select Merchantable Boards per WCLIB rules, or No. 2 Common Boards & Better per WWPA rules.

2.5 MISCELLANEOUS LUMBER

A. Provide wood for support or attachment of other work, including rooftop equipment, curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members. Provide lumber of sizes indicated, worked into shapes shown, and as follows:

1. Moisture content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.

2. Grade: Standard Grade light framing size lumber of any species or board size lumber as required. No. 3 Common or Standard grade boards per WCLIB or WWPA rules, or No. 3 boards per SPIB rules.

2.6 CONSTRUCTION PANELS

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Not for Bidding

A. Construction Panel Standards: Comply with PS 1 "U.S. Product Standard for Construction and Industrial Plywood" for plywood panels and, for products not manufactured under PS 1 provisions, with American Plywood Association (APA) "Performance Standard and Policies for Structural-Use Panels", Form No. E445.

B. Trademark: Factory-mark each construction panel with the APA trademark, evidencing compliance with grade requirements.

C. Concealed APA Performance-Rated Panels: Where construction panels will be used for the following concealed types of applications, provide APA Performance-Rated Panels complying with requirements indicated for grade designation, span rating, exposure durability classification, edge detail (where applicable), and thickness.

1. Roof Sheathing: APA RATED SHEATHING.

a. Exposure Durability Classification: EXPOSURE 1.

b. Span Rating: As required to suit rafter spacing indicated.

D. Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant treated plywood panels with grade designation, APA C-D PLUGGED INT with exterior glue, in thickness indicated, or, if not otherwise indicated, not less than 15/32".

2.7 FASTENERS AND ANCHORAGE

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering metal connectors that may be incorporated in the work include, but are not limited to, the following:

1. Simpson Company
2. Silver Metal Products
3. Mitek (USP)

B. All fasteners coming in direct contact with treated wood in exterior applications subject to liquid water shall be “ZMAX” by Simpson Company or equal.

C. Use common wire nails throughout. Pre-drill if required to prevent wood from splitting. Hot-dip galvanize all wire nails that are exposed to weather and/or treated wood.

D. Machine bolts: Hexhead conforming to ASTM A307 with malleable washers under head and/or nut when bearing against wood unless otherwise noted. Hot-dipped galvanized for bolts, nuts, and washers in contact with pressure-treated lumber.

E. Power Driven Fasteners: Simpson, Dewalt, or HILTI installed as detailed in size, number and type shown or recommended in the manufacturer's printed literature for use intended.

F. Wood Screws: Bright Steel.

G. Lag Screws: Hexhead with gimlet point.

2.8 MISCELLANEOUS MATERIALS

A. Building Paper: ASTM D 226, Type I; asphalt-saturated felt, non-perforated, 15-lb. type.

B. Air Infiltration Barrier: Provide 6.1 mil thick fabric composed of very fine, high density polyethylene fibers with vapor transmission rate of 51.30 grams per 100 sq. in. in 24 hours; weight of 8.81 lbs. per 1000 sq. ft.; bursting strength of 105 psi; tear resistance of 32.5 lbs. for length, 24.8 lbs. for width; air porosity of 7.6 seconds; water resistance of 99.3 cm of water head.

1. Product: Subject to compliance with requirements, provide Tyvek; Textile Fibers Dept., DuPont Co.

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Not for Bidding

2.9 WOOD TREATMENT BY PRESSURE PROCESS

A. Preservative Treatment: Where lumber or plywood is indicated as "PT" or "Treated," or is specified herein to be treated, comply with the applicable requirements of AWPB Standards listed below. Mark each treated item with the AWPB Quality Mark Requirements.

1. Pressure-treat above-ground items with water-borne preservatives to comply with AWPB U1. After treatment, kiln-dry lumber and plywood to a maximum moisture content, respectively, of 19 percent and 15 percent. Treat indicated items and the following:

a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.

b. Wood sills, ledgers, sleepers, blocking, furring, stripping, and similar members in contact with masonry or concrete.

c. Wood framing members less than 18" above grade.

d. Wood floor plates installed over concrete slabs directly in contact with earth.

2. Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces with a heavy brush coat of the same chemical used for treatment. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

3. For treated lumber exposed to view (decks, railings, siding, etc.), use a clear “non-colored preservative, CSI 'Preserve' or equal.

EXECUTION

3.1 INSTALLATION, GENERAL

A. Discard units of material with defects that might impair the quality of work, and units that are too small to use in fabricating work with minimum joints or optimum joint arrangement.

B. Set carpentry work to required levels and lines, with members plumb and true to line, and cut and fitted.

C. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nailheads on exposed carpentry work and fill the holes.

D. Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of a size that will not penetrate members where the opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

E. Do not cut or notch structural members except as shown on drawings.

3.2 WOOD GROUNDS, NAILERS, BLOCKING, AND SLEEPERS

A. Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for the true line and level of work to be attached. Coordinate location with other work involved.

B. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during the installation of masonry work. Where possible, anchor to formwork before concrete placement.

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3.3 WOOD FURRING

A. Install plumb and level with closure strips at edges and openings. Shim with wood as required for the tolerance of finished work.

1. Firestop furred spaces on walls at each floor level and at the ceiling line of the top story, with wood blocking or noncombustible materials, accurately fitted to close furred spaces.

B. Furring to Receive Plywood Paneling: Unless otherwise indicated, provide 1" x 3" furring at 2' o.c., horizontally and vertically. Select furring for freedom from knots capable of producing bent-over nails and resulting damage to paneling

C. Furring to Receive Gypsum Drywall: Unless otherwise indicated, provide 1" x 2" furring at 16" o.c., vertically.

D. Furring to Receive Plaster Lath: Unless otherwise indicated, provide 1" x 2" furring at 16" o.c., vertically.

E. Suspended Furring: Provide size and spacing shown, including hangers and attachment devices. Level to a tolerance of 1/8" in 10', except 1/4" in 10' for thick-coat plaster work.

3.4 WOOD FRAMING, GENERAL

A. Provide framing members of sizes and on spacings shown, and frame openings as shown, or if not shown, comply with recommendations of "Manual for House Framing" of National Forest Products Association (N.F.P.A). Do not splice structural members between supports.

B. Anchor and nail as shown, and to comply with the Building Code.

C. Firestop concealed spaces of wood-framed walls and partitions at each floor level and at the ceiling line of the top story. Where firestops are not automatically provided by the framing system used, use closely fitted wood blocks of nominal 2" thick lumber of the same width as framing members.

3.5 STUD FRAMING

A. General: Provide stud framing of size and spacing indicated or, if not otherwise indicated, of the following sizes and spacings. Arrange studs so that the wide face of the stud is perpendicular to the direction of the wall or partition, and the narrow face is parallel. Provide single bottom plate and double top plates using 2" thick members with widths equaling that of studs; except single top plate may be used for non-load-bearing partitions. Nail or anchor plates to the supporting construction.

B. Sills

1. Set the level to 1/16 inch in 6 feet. Grout shall be used when necessary to achieve full bearing.

2. Secure sills with 5/8-inch anchor bolts embedded in the structural slab a minimum of 8 inches, spaced a maximum of 4 feet on center. Locate one bolt 6 inches minimum and 12' maximum from each end and 9 inches to each side of notches for pipes—two bolts minimum per sill piece. Provide additional or other anchorage as required on the drawings.

3. Sills shall be set to the exact dimensions shown on the drawings with a tolerance of 1/2 inch in either direction. The Owner's Representative shall be immediately notified if this condition would be violated.

4. Allow no crooks or waves in sills that will not provide a straight line for stud work.

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C. Construct corners and intersections with not less than 3 studs. Provide miscellaneous blocking and framing as shown and as required for support of facing materials, fixtures, specialty items, and trim.

1. Provide continuous horizontal blocking row at mid-height of single-story partitions over 8' high and at midpoint of multi-story partitions, using 2" thick members of the same width as walls or partitions.

3.6 RAFTER FRAMING

A. Rafters: Provide member size and spacing shown. Notch to fit exterior wall plates and toenail or use special metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing (if any), and support with metal hangers. Where rafters abut at the ridge, place directly opposite each other and nail to the ridge member, or use metal ridge hangers.

B. Provide special framing as shown for eaves, overhangs, dormers, and similar conditions, if any.

3.7 TIMBER FRAMING

A. Provide wood beams and girders of the size and spacing shown. Install with crown edge up and provide not less than 4" bearing on supports. Provide continuous members unless shown; tie together over supports if not continuous.

B. Where beams or girders are framed into pockets of exterior concrete or masonry walls, provide 1/2" air space between sides and ends of wood members and supporting wall.

C. Where built-up beams or girders of nominal 2”-dimension lumber on edge are shown, fasten together with 2 rows of 20d nails spaced not less than 32" o.c. Locate one row near the top edge and another near the bottom edge. Locate end joints in members over supports; for continuous members, stagger ends at quarter points between supports.

D. Provide wood posts of the sizes shown. Provide metal anchoring and attachment devices as shown.

3.8 STRUCTURAL PLYWOOD SHEATHING (ROOF)

A. Install plywood with face grain perpendicular to supports. Stagger joints parallel to the short axis.

B. Allow 1/16-inch maximum space between end joints and 1/8 inch at edge joints for expansion and contraction of panels. If wet conditions are present, double these spacings.

C. Suitable edge support shall be provided where indicated on the Drawings by lumber blocking between joists.

D. Panel end joints shall occur over framing.

E. See Drawings for nailing requirements. Nail heads shall be driven flush with the plywood face. All joints of plywood shall be on solid bearing. Surfaces shall be free from warp, twist, buckles, holes, and other defects. Sheathing shall be applied with joints in locations shown on drawings.

3.9 INSTALLATION OF CONSTRUCTION PANELS

A. General: Comply with applicable recommendations contained in Form No. E 30F, "APA Design/Construction Guide - Residential & Commercial," for types of construction panels and applications indicated.

B. Fastening Methods: Fasten panels as indicated below:

1. Sheathing: Nail to framing.

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2. Fill and sand edge joints of underlayment receiving resilient flooring.
3. Plywood Backing Panels: Nail to supports.

3.10 AIR INFILTRATION BARRIER

A. Cover wall sheathing with an air infiltration barrier to comply with the manufacturer's printed directions.

3.11 ROUGH HARDWARE

A. Nails and Spikes

1. Nailing of wood members shall conform to UBC Table 25-Q as indicated. Box nails are not permitted.
2. Penetration: Half-length of nail into the piece receiving point.
3. Do not drive nails closer together than half their length, nor closer to the edge of the piece of lumber than 1/4 their length.
4. Spacing and size of nails to be such that splitting will not occur. Prebore holes for nails wherever necessary to prevent splitting. Bore diameter of holes smaller than the diameter of the nail or spike (3/4 dia.).
5. Use galvanized staples throughout.
6. Use galvanized nails where exposed to weather.
7. Use hot-dipped galvanized or stainless-steel nails where in contact with treated wood.

B. Screws

1. Screws are to be turned into place, not driven. Use self-tapping screws where required for fastening to metal framing.
2. Countersink where heads will interfere or as required.
3. Screw bore holes the same diameter and depth as the shank; bore holes for the threaded portion of the screws with a bit no larger than the base of the thread.
4. Use galvanized or cadmium-plated screws on all fastenings exposed to weather.
5. Use hot-dipped galvanized or stainless-steel screws where in contact with treated wood.

C. Bolts

1. Install bolts in drilled holes the diameter of the bolt, plus 1/16-inch oversize.
2. Bolting of wood members shall conform to UBC requirements and as called for on Drawings.
3. Washers: Provide all bolts bearing on wood, unless noted otherwise on at Drawings, with malleable iron washers under heads and nuts.
4. Use hot-dipped galvanized bolts, nuts, and washers where exposed to weather and/or treated wood.

D. Lag Bolts

1. Install lag bolts in lead holes. Drill holes with the same diameter and depth as the shank. Then drill a hole with the same diameter as the base thread for the threaded portion. Use malleable iron washers as required for the same bolt size.

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2. The threaded portion of the screw shall be inserted in its lead hole by turning with a wrench, not by driving with a hammer. Malleable iron washers shall be provided under the heads of lag bolts that bear on wood.
3. Use hot-dipped galvanized or stainless-steel lag bolts where in contact with treated wood.

E. Powder Driven Pins

1. Sill plate of interior non-bearing partitions bearing directly on the concrete floor may be attached with powder-driven pins.
2. Pin shall be 2 7/8 inches long, have a shank diameter of 0.157 inches, and a head diameter of 0.300 inches with a 0.070-inch-thick washer that has a washer bearing area of 0.767 inches and spaced not more than 32 inches apart. Pins shall be mechanically galvanized.
3. There shall be a minimum of two pins for each piece of sill plate.

F. Pneumatic Gun Nailing

1. Pneumatic gun nails shall be nails with the same diameter as common nails, with penetration into framing as follows:
   a. 6d 1-1/4 inches
   b. 8d 1-12 inches
   c. 10d 1-5/8 inches
   d. 16d 1-3/4 inches
2. Minimum edge distance of nail from edge of plywood and framing shall be 3/8”.
3. Spacing of nails shall be as specified for common nails.
4. “Shiners” or nails that do not penetrate framing or blocking shall be removed and replaced.
5. Under driving of nails with the pneumatic gun will require the nail to be driven with a hammer so that the head of the nail is flush with the top surface of plywood.
6. Overdriving of pneumatic gun nails such that the head of the nail is more than 1/32" below the top surface of plywood shall not be permitted and will result in rejection of that portion of the work.
7. Walls with structural plywood on both faces shall have pneumatic gun nailing on one face only.

END OF SECTION 06 10 00

For Council Approval
Not for Bidding

SECTION 06 41 00
ARCHITECTURAL WOOD CASEWORK

GENERAL

1.1 SUMMARY

A. Provide and install cabinetry as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provision of Section 013323 of these specifications. The Owner's Representative shall be the sole judge as to the acceptability of all products submitted in accordance with the provisions of Section 012500 of these specifications.

B. Fabrication (shop) drawings shall meet the standards set forth by the Woodwork Institute. A sample of shop drawings meeting these requirements can be found here: http://woodworkinstitute.com/architectural-resources/shop-drawings/.

1.4 INDOOR AIR POLLUTANT CONTROL REQUIREMENTS

A. Composite wood products used for finish carpentry shall contain no added urea formaldehyde resins. Laminating adhesives used to fabricate composite wood finish carpentry assemblies shall contain no added urea formaldehyde resins.

1. Documentation: Verification of compliance shall include one of the following:

a. Product certifications and specifications.

b. Chain of custody certifications.

c. Other methods acceptable to the local enforcement agency.

B. Per Table 5.504.4.1 of the 2022 California Green Building Standards Code, adhesives, sealants and caulks used on the project shall meet the requirements of the following standards.

1. Adhesives, adhesive bonding primers adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 1168 VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2 of the 2022 California Green Building Standards Code. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene.

1.5 ENVIRONMENTAL LIMITATIONS

A. Do not deliver or install woodwork until building is enclosed, wet work is completed, and HVAC system is operating.

1.6 QUALITY CONTROL

A. Install work in this section in accordance with the latest published edition of North American Architectural Woodwork Standards (NAAWS) published by WI and AWMAC.

For Council Approval
Not for Bidding

PRODUCTS

2.1 MATERIALS

A. Softwood Plywood: DOC PS 1. Veneer core plywood shall be a non-telegraphing hardwood.

B. Solid-Surfacing Material: Homogeneous solid sheets of filled plastic resin complying with ISFA 2-01.

1. Products: Corian

2. Thickness: ½ inch (12.7 mm)

2.2 ACCESSORY MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to 15 percent moisture content.

2.3 INTERIOR CASEWORK

A. Solid-Surfacing Material Countertops: Premium grade.

1. Solid-Surfacing Material Thickness: 1/2 inch (13 mm) thick.

2. Fabricate tops in one piece with shop-applied backsplashes and edges.

3. To be installed with undermount sinks

EXECUTION

3.1 EXAMINATION

A. Verify the adequacy and proper location of any required backing or support framing.

B. All wood or metal frame construction shall be constructed with continuous in wall blocking of either 3x6 flat Douglas Fir or 16 GA x 6” wide, 50 KSI sheet metal provided in accordance with the location requirements included on the fabricator / installer’s shop drawings. Responsibility for blocking installation shall be that of the wall fabricator.

C. Verify that mechanical, electrical, plumbing and other building components effecting work in this section are in place and ready.

3.2 INSTALLATION

A. Install all work in conformance with the North American Architectural Woodwork Standards, latest edition.

1. Installation shall conform to the NAAWS Grade of the items being installed.

B. All work shall be secured in place square, plumb and level.

C. All work abutting other building components shall be properly scribed.

D. Mechanical fasteners used at exposed and semi-exposed surfaces, excluding installation attachment screws and those securing cabinets end to end, shall be countersunk.

E. Equipment cutouts shown on plans shall be cut by the installer.

3.3 ADJUSTING AND TOUCHUP

For Council Approval
Not for Bidding

A. Before completion of the installation, the installer shall adjust all moving and operation parts to function smoothly and correctly.

B. All nicks, chips and scratches in the finish shall be filled and retouched. Damaged items which cannot be repaired shall be replaced.

3.4 CLEAN UP

A. Upon completion of installation the installer shall clean all installed items of pencil and ink marks, and broom clean his area of operation, depositing debris in containers provided by the general contractor.

3.5 FINAL INSPECTION

A. Prior to final inspection and acceptance by the Owner's Representative, completely check each installed item and adjust for proper operation.

B. Comply with inspection requirements for the WI Compliance Program specified. (reference Section 1.6 above).

C. In the event that such inspection determines that architectural woodwork, or any part of it does not comply with the referenced standards, immediately remove the non-complying items and immediately replace them with items complying with the referenced standards and these Specifications, all at no additional cost to the Owner.

END OF SECTION 06 41 00

For Council Approval
Not for Bidding

SECTION 06 61 19
QUARTZ SHOWER PANELS

GENERAL

- 1.1 Summary: Provide all labor, materials, and equipment for the fabrication and installation of Corian® Quartz vertical shower wall panels, including corners, niches, and trim as specified.
- 1.2 References:
    a. ASTM D790 - Flexural Strength and Modulus.
    b. ASTM C170 - Compressive Strength.
    c. ASTM E84 - Surface Burning Characteristics (Class A).
    d. ANSI Z124.3 - Wear and Cleanability.
- 1.3 Submittals:
    a. Submit 4" x 4" or larger samples showing the full range of color and pattern variation.
    b. Submit shop drawings to Owner’s Representative showing seam locations, waterproofing details, and cutouts for plumbing fixtures.
- 1.4 Quality Assurance:
    a. Fabricator/Installer must be authorized by Corian® Design.
    b. Installers must comply with manufacturer's "Design, Safety, and Fabrication" guide.
- 1.5 Project Conditions:
    a. Maintain temperature and humidity in the installation area as recommended by adhesive manufacturer.
    b. Verify substrate is plumb and stable.

PRODUCTS

- 2.1 Manufacturer: Corian® Design, www.corianquartz.com.
- 2.2 Materials:
    a. Product: Corian® Quartz (formerly Zodiaq®) surfacing, non-porous agglomerate.
    b. Thickness: 2 cm (3/4 inch)
    c. Trim / Edges: Half bullnose, as shown on drawings
    d. Color/Pattern: As shown on drawings.
- 2.3 Fabrication:
    a. Fabricate panels in the shop to field-measured dimensions.
    b. Corners: 1/16" minimum gap, filled with color-coordinated silicone.
    c. Seams: Inconspicuous, 1/16" nominal width, using color-matched epoxy adhesive.
- 2.4 Accessories:
    a. Adhesive: High-strength, neutral cure silicone or polyurethane adhesive recommended for quartz-to-substrate bonding. Adiseal or Equal.
    b. Sealant: Color-matched, mildew-resistant silicone sealant

For Council Approval
Not for Bidding

EXECUTION

- 3.1 Examination:
    a. Verify substrate is structural, dry, and clean, with a maximum 1/8" deviation over 10 feet.
- 3.2 Installation:
    a. Layout: Install ceiling panels first, followed by back panels, side panels last.
    b. Adhesion: Apply adhesive in a large "S" pattern on the back of the panel, leaving 1-inch gaps for air movement, or per manufacturer's instructions.
    c. Expansion: Allow a 1/16" (1.5mm) minimum gap at corners and any intersecting surfaces to allow for expansion.
    d. Corners: Do not use hard epoxy adhesive in corners. Use only silicone sealant.
    e. Sealing: Seal all perimeter joints, corners, and plumbing penetrations with color-matched silicone.
- 3.3 Cleaning and Protection:
    a. Clean surfaces with non-abrasive soap and water.
    b. Protect finished installation from damage by other trades

END OF SECTION 06 61 19

For Council Approval
Not for Bidding

SECTION 07 14 00
WATERPROOFING

GENERAL

1.1 SUMMARY

A. Provide a composite waterproofing membrane system consisting of a liquid-applied synthetic rubber emulsion and reinforcing fabric.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 QUALITY ASSURANCE

A. Qualifications of installers: Provide at least one person who shall be present at all times during execution of this portion of the Work and who shall be thoroughly experienced in installation of the specified products and shall direct all work performed under this Section. The applicator shall be approved by Dex-O-Tex to apply Barrier-Guard FRM and SC Membrane.

B. Manufacturer's certification: Prior to start of installation of the work of this Section, secure a visit to the job site by a representative of the manufacturer of the waterproofing materials used, who shall inspect and shall certify:

1. That the surfaces to which waterproofing was applied were in condition suitable for that application.
2. That the materials installed complied in all respects with the requirements of this Section of these Specifications.
3. That the materials were installed in complete accordance with the manufacturer's current recommendations.

PRODUCTS

2.1 WATERPROOFING (FLOOR AND BASE)

A. Basis of Design: Dex-O-Tex, Cheminert SC Membrane

B. MATERIALS

a. Membrane: 100%-solids, epoxy membrane.

b. Reinforcement: Woven fiberglass cloth at joints.

c. Physical Properties:

1. Thickness: 30-40 mils (dry film thickness).
2. Flexibility: Must remain waterproof over 1/16" cracks.
3. VOC Content: Zero VOC.

For Council Approval
Not for Bidding

2.2 WATERPROOFING (SHOWER WALLS)

A. Basis of Design: Dex-O-Tex, Barrier-Guard FRM

B. MATERIALS

a. Membrane Composition: Synthetic rubber emulsion, water-based, VOC compliant.

b. Reinforcement: Synthetic fabric reinforcement.

c. Performance Characteristics (Combined System):

1. Thickness: 100-150 mils Dry Film Thickness (DFT).
2. Crack Resistance: Designed to handle non-structural cracks

EXECUTION

3.1 SUBSTRATE PREPARATION

A. Concrete: Structural, cured (28 days), clean, and free of laitance or contaminants.

B. Moisture Content: Verify moisture vapor transmission (MVT) does not exceed limits (typically <3.0 lbs/1000 SF/24hr).

C. Surface Defects: Remove loose material and repair with epoxy or cementitious patch.

3.2 INSTALLATION (FLOORS AND BASE)

A. Prime: Apply manufacturer-approved primer to the substrate.

B. Membrane: Apply SC Membrane by squeegee, roller, or spray, ensuring 30-40 mils thickness (approx. 40-50 sq. ft. per gallon)

C. Vertical Application: Apply in successive coats if needed to achieve thickness without sagging.

D. Detail Work: Extend membrane 6 inches up vertical surfaces (bases/curbs) to form a monolithic, positive-side waterproof seal.

E. Overlap: Lap membrane a minimum of 2 inches at all edges.

3.3 INSTALLATION (WALLS)

A. Priming: Apply manufacturer-approved primer to the substrate.

B. Application: Apply first coat of Barrier-Guard liquid, embed reinforcing fabric, and apply second coat to encapsulate fabric.

C. Detail Work: Cover entire wall, lapping over SC Membrane

D. Thickness: Ensure total dry thickness of 100-150 mil

3.4 OVERLAP INSTALLATION: SC Membrane will be lapped by the Barrier-Guard FRM. SC Membrane to first receive a silica broadcast to create a mechanical tooth. Apply SC Membrane at 30 mils “neat”, then apply another 10 mills with a 30 mesh silica broadcast. Vacuum excess silica before applying Barrier-FRM over SC Membrane.

3.3 PROTECTION

A. Prevent contamination and damage until fully cured.

B. Do not expose to temperatures outside range of manufacturer's recommendations.

For Council Approval
Not for Bidding

END OF SECTION 07 14 00

For Council Approval
Not for Bidding

SECTION 07 62 00
SHEET METAL FLASHINGS AND TRIM

GENERAL

1.1 SUMMARY

A. Provide and install all flashing and sheet metal not specifically described in other Sections of these Specifications but required to prevent penetration of water through exterior shell of the buildings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 QUALITY ASSURANCE

A. All sheet metal work shall be fabricated and installed per the standard details and specifications as illustrated in Sheet Metal Manual by Sheet Metal and Air Conditioning National Association, Inc. (SMACNA).

PRODUCTS

2.1 METAL DOOR LOUVERS

A. Provide metal louvers cut-into existing doors as shown on the Drawings.

B. Basis of design as manufactured by National Guard Products Inc (800) 647-7874, Model L-700-RX No Vision Door Louver for 13/4" thick doors, or equal. Size as required for minimum free area as shown on the Drawings.

C. Door louvers shall be an inverted "V" blade 24 Ga Steel with hemmed edges; frame 18 ga Galvanneal A40 Steel; with mitered and welded corners with reinforcing clips; Prime Coated for field paint application.

D. Provide with aluminum insect screen.

2.2 MATERIALS AND GAUGES

A. Where sheet metal is required and no material or gauge is indicated on the Drawings, furnish and install the highest quality and gauge commensurate with the referenced standards. All miscellaneous sheet metal shall be galvanized.

2.3 GALVANIZED IRON

A. Sheet metal or iron shall be standard brand of open-hearth copper-bearing steel, copper-molybdenum iron, or pure iron sheets.

B. Zinc coating

1. All galvanized sheets shall have a zinc coating applied by hot-dip process to all surfaces.

For Council Approval
Not for Bidding

2. Zinc coating shall weigh not less than 1-1/4 ounces per square foot nor more than 1-1/2 ounces per square foot of surfaces covered and shall conform with ASTM A-93.

2.4 NAILS, RIVETS, AND FASTENERS

A. Use only soft iron rivets having rust-resistive coating, galvanized hot-dipped nails, and cadmium plated screws and washers in connection with galvanized iron and steel.

2.5 FLUX

A. All flux used for galvanized iron or steel shall be raw muriatic acid.

2.6 SOLDER

A. All solder used on galvanized sheet steel shall conform with the current ASTM B-32.

2.7 OTHER MATERIALS

A. All other materials, not specifically described but required for a complete and proper installation of flashing and sheet metal, shall be new, first quality of their respective kinds and subject to the approval of the Owner's Representative.

EXECUTION

3.1 WORKMANSHIP

A. General

1. Form all sheet metal accurately to the dimensions and shapes required, finishing all molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, coping to an accurate fit and soldering securely.
2. Unless otherwise specifically permitted by the Owner's Representative, turn all exposed edges back 1/2 inch.

B. Weatherproofing

1. Finish watertight and weather tight where so required.
2. Make all lock seam work flat and true to line and sweated full of solder.
3. Make all lock seams and lap seams, when soldered, at least 1/2 inch wide.
4. Where lap seams are not soldered, lap according to pitch but in no case less than three inches.
5. Make all flat and lap seams in direction of flow.

C. Joints

1. Join parts with rivets or sheet metal screws where necessary for strength or stiffness.
2. Provide suitable watertight expansion joints for all runs of more than 40 feet except where closer spacing is indicated on the Drawings or required for proper installation.

D. Attachments

1. Whenever possible, secure metal by means of clips or cleats without nailing through the metal.
2. In general, space all nails, rivets, and screws not more than eight inches apart, and, where exposed to the weather, use lead washers.

3.2 EMBEDMENT

For Council Approval
Not for Bidding

A. Embed all metal in connection with roofs in a solid bed of caulking, using materials and methods described in Section 07 92 00 of these Specifications.

3.3 SOLDERING

A. General

1. Thoroughly clean and tin all joint materials prior to soldering.
2. Perform all soldering slowly with a well heated copper in order to heat the seams thoroughly and to completely fill them with solder.
3. Perform all soldering with a heavy soldering copper of blunt design, properly tinned for use.
4. Make all exposed soldering on finished surfaces neat, full, flowing, and smooth.

B. Cleaning

1. After soldering, thoroughly wash acid flux with a soda solution.

3.4 TESTS

A. At the completion of the job, demonstrate to the Owner's Representative by hose or standing water that all flashing and sheet metal is completely watertight.

END OF SECTION 07 62 00

For Council Approval
Not for Bidding

SECTION 07 92 00
JOINT SEALANTS

GENERAL

1.1 SUMMARY

A. Provide a positive barrier against penetration of air and moisture at joints between items where sealing is essential to continued integrity of the barrier. Such sealing will normally be performed under the work of various Sections of these Specifications but shall be performed in strict accordance with the provisions of this Section. Install as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 013323 of these specifications.

B. Samples: Submit three 12" long samples of each color required (except black) for each type of sealant exposed to view.

1.4 AIR POLLUTANT CONTROL REQUIREMENTS

A. Sealants and caulks used on the project shall meet the requirements of the following standards:

1. Sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or limitations set forth in the latest adopted edition of the California Green Building Standards Code. Such products also shall comply with the SCAQMD Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene, chloride, perchloroethylene and trichloroethylene).

PRODUCTS

2.1 SEALANT MATERIALS

A. Vertical Surfaces, Hybrid Sealant

1. MasterSeal NP 150 low-modulus, non-sag premium-grade elastomeric hybrid sealant by Master Builders Solutions (BASF Corporation), or equal. Color selected by Owner's Representative.

B. Horizontal Concrete Joints

1. MasterSeal SL2 two-component polyurethane sealant by Master Builders Solutions (BASF Corporation), or equal. Color selected by Owner's Representative.

C. Backing Material

1. Cylindrical sealant backings: ASTM C1330, type as recommended in writing by sealant manufacturer for joint application indicated and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

For Council Approval
Not for Bidding

2. Bond breaker tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.2 SEALANT EQUIPMENT

A. All equipment shall be only such equipment as is specifically recommended by the manufacturer of the sealant material being installed.

EXECUTION

3.1 CHOICE OF SEALANT MATERIAL

A. Use only that sealant material which is best suited to the installation and is so recommended by the sealant material manufacturer.

3.2 GENERAL

A. Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

3.3 BACK-UP MATERIALS

A. General

1. All joints over 3/8" wide shall have back-up filler.
2. Verify the compatibility of filler material with sealant before installation.
3. Use back-up filler about 1/3 to 1/2 wider than width of joint so sufficient pressure is exerted by filler to provide substantial resistance to displacement.

B. Acceptable materials

1. All filler materials shall be non-oily, non-staining back-up filler such as polyethylene foam rod, expanded polyurethane, neoprene, or other filler completely compatible with the sealant material.

3.4 APPLICATION OF SEALANT

A. General: Do not seal under weather conditions or sun conditions potentially harmful to the set and curing of the sealant material.

B. Preparation: Clean joint surfaces immediately before installation of sealant. Remove dirt, insecure coatings, moisture and other substances which could interfere with bond of sealant. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.

C. Priming: Prime joint surfaces where recommended by sealant manufacturer. Do not allow primer to spill or migrate onto adjoining surfaces.

D. Installation: Install sealant in strict accordance with the manufacturer's recommendations, taking care to produce beads of proper width and depth, tool as recommended by the manufacturer, and immediately remove all surplus sealant.

1. Where an irregular surface or sensitive joint border exists apply masking tape at edges of joint to insure neatness and protection. Remove masking tape prior to sealant setting.
2. Spillage: Do not allow sealants or primers to overflow or spill onto adjoining surfaces, or migrate into voids of adjoining surfaces. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

For Council Approval
Not for Bidding

3.5 SEALANT SCHEDULE

A. Carefully study the Drawings and furnish and install the proper sealant at each point where called for on the Drawings plus at all other points where sealing is essential in maintaining the continued integrity of the water-tight barrier including but not limited to:

1. Exterior sills, jambs and heads of window frames, door frames, louvers and similar openings, and where metal, wood or other materials abut or join masonry, concrete or other materials.
2. Interior expansion and control joints.
3. Interior horizontal control and expansion joints in concrete slabs.

END OF SECTION 07 92 00

For Council Approval
Not for Bidding

SECTION 08 31 13
CEILING ACCESS HATCH

GENERAL

1.1 SUMMARY

A. Provide and install all ceiling access hatches as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 013323 of these specifications.

1.4 QUALITY ASSURANCE

A. Coordination

1. Attachment devices included with hatch, furnish U-channel which must be utilized for the installation of hatches.
2. Coordinate delivery with other work to avoid delay.

PRODUCTS

2.1 CEILING ACCESS HATCH

A. Ceiling access hatch as manufactured by Williams Brothers Corp., 4058 S. McCarran Blvd., Building A, Reno NV 89502 1-800-255-5515, or equal.

2.2 UNITS

A. Standard Models

1. Model: Drywall Type WB-DW 400 22x36
2. Frame: Extruded aluminum alloy
3. Finish: White, Electrostatic coating, paintable surface
4. Catch: Kick Springs with cam latches

EXECUTION

3.1 FABRICATION

A. Furnish each access hatch assembly manufactured as a complete unit with all parts for complete installation.

3.2 INSTALLATION

A. Verify that all openings are correctly prepared to receive hatch installation.

B. Install per manufacturer's printed instructions, approved shop drawings.

3.3 ADJUST AND CLEAN

For Council Approval
Not for Bidding

A. Leave work area clean and free of debris.

B. Replace hatches which are bowed, warped or damaged in any way.

END OF SECTION 08 31 13 .13

For Council Approval
Not for Bidding

SECTION 09 28 00
CEMENT BOARD

GENERAL

1.1 SUMMARY

A. Provide and install cement board where indicated on the Drawings and specified herein for.

1. Cement backer board for ceramic tile, other interior and exterior applications for walls and ceilings.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provision of Section 01 33 23 of these specifications.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Packaging and Shipping: Materials ship in manufacturer's original packages showing manufacturer's name and product name brand.

B. Storage and Protection: Store materials inside and protected from damage by the elements. Protect ends, edges and faces of cement boards from damage.

1.5 ENVIRONMENTAL CONDITIONS

A. In cold weather and during interior finishing and tile installation, temperatures within the building shall be maintained within the range of 40 to 100° F. Adequate ventilation shall be provided to carry off excess moisture.

1. Interior Applications

a. Wood framing shall approximate the moisture content it will reach in services by allowing the enclosed building to stand as long as possible prior to the application of the panel. Do not install the panel when wet.

2. Exterior Applications

a. Finishes, leveling/skim coats and basecoats shall not be applied to panels that are wet or frozen or that contain frost. After application, and for at least 24 hours, finishes, leveling/skim coats and basecoats shall be effectively protected from rain or excessive moisture.

b. In cold weather and during finish applications, panel, skim, or basecoat, mortar, finish material and air temperature must be at least 40° F and must remain at this temperature or higher for at least 24 hours after application. Hot and dry weather may affect working time of leveling/skim or basecoat and finish materials. Under rapid drying conditions, dampening or light fogging of board, leveling/skim or basecoat may be required to improve workability.

1.6 INSTALLATION PRACTICES

A. Cement Board shall be cut to size with carbide-tipped knife and straight edge. Power saw should be used only if equipped with a dust-collection device and a NIOSH/MSHA-approved respirator is worn.

For Council Approval
Not for Bidding

B. Contractors installing tile and tile-setting materials should always follow current ANSI specifications and TCA guidelines.

PRODUCTS

2.1 PRODUCTS

A. Backer Board

1. Secure Rock Cement Board by USG, or equal.

a. Cementitious, water-durable board; surfaced with fiberglass reinforcing mesh on front and back; long edges wrapped; and complying with ANSI A118.9 and ASTM C 1325.

(1) Thickness: ½” or 5/8”.

(2) Width: 2’8”, 3’ or 4’.

(3) Length: 4’, 5’, 6’, or 8’.

(4) Edges: Tapered.

(5) Density: 72 lbs per ct. ft.

(6) Water absorption: Not greater than 8% when tested for 24 hours in accordance with ASTM C473.

B. Fasteners

1. Nails: 1-1/2” long, hot dipped galvanized, for use with wood framing and complying with Federal Specification FF-N-105B, Type 2, Style 20.

2. Screws: PermaBase Cement Board Hi-Lo thread screws (No. 8), wafer head, corrosion-resistant, 1-1/4” or 1-5/8” long, for use with wood framing and complying with ASTM C1002, or equal.

3. Screws: PermaBase Cement Board drill point screws (No. 8), wafer head, corrosion-resistant, 1-1/4” or 1-5/8” long, for use with 20 to 14 ga steel framing and complying with ASTM C1002, or equal.

C. Joint Treatment

1. Tape: Alkali-resistant fiberglass mesh tape for joint reinforcement, 2” wide mesh tape for interior applications and 4” wide mesh tape for exterior applications.

2. Bonding Materials: Latex Portland cement mortar or Dry-Set (thin-set) mortar, for joint treatment and setting face material, complying with ANSI A118.1 or A118.4 standards. Type 1 organic adhesive meeting ASNI A136.1 may be utilized for interior use only.

EXECUTION

3.1 WALLS

A. Space wood and steel framing a maximum of 16” o/c. The studs of freestanding furred walls must be secured to wall furring brackets or laterally braced with horizontal studs or runners spaced 4’ o/c maximum. Laterally brace all steel-framed walls prior to the application of joint treatment.

For Council Approval
Not for Bidding

B. Application: Pre-cut cement board to required sizes and make necessary cut-outs. Fit ends and edges closely but not forced together, leaving a 1/8” gap. Stagger end joints in successive courses. Fasten boards to wood studs spaced maximum 16” o/c and bottom plates with 1-1/4” wood screws or 1-1/2” hot-dipped galvanized nails or corrosion resistant screws spaced 8” o/c. Fasten cement board to steel studs spaced maximum 16” o/c and bottom runners with 1-1/4” corrosion resistant screws spaced 8” o/c with perimeter fasteners at least 3/8” and not less than 5/8” from ends and edges. In double-layer walls where cement boards are installed over base-layer gypsum boards, apply a vapor-permeable water barrier over gypsum boards.

C. Exterior Walls

1. Attach cement board with corrosion resistant screws or hot dipped galvanized nails spaced a maximum of 8” o/c over framing spaced a maximum of 16” o/c. Apply a weather-resistive barrier and flashing behind the panels as required. Follow the exterior finish manufacturer’s recommendations for application over cement board.

3.2 CEILINGS

A. Framing: Ceiling joists, furring channels or strips must be spaced a maximum 16” o/c. Framing must be capable of supporting the total ceiling system dead load, including insulation, ceramic tile, bonding materials and cement board, with deflection not exceeding L/360 of the span. When steel framing is used. Minimum 20 ga is required.

B. Panel Application: Apply ½” cement board to framing with long dimension across framing. Center end or edge joints on framing and stagger joints in adjacent rows. Fit ends and edges loosely, but not forced together, leaving a 1/8” gap. Fasten boards to steel framing with 1-1/4” corrosion resistant screws spaced 6” o/c/ and to wood framing with 1-1/2” hot dipped galvanized wood screws spaced 6” o/c with perimeter fasteners at least 3/8” and not less than 5/8” from ends and edges. If necessary, provide additional blocking to permit proper attachment. Edges or ends parallel to framing shall be continuously supported

3.3 PROTECTION

A. Protect cement board installations from damage and deterioration until finish materials are applied.

END OF SECTION 09 28 00

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SECTION 09 29 00
GYPSUM BOARD

GENERAL

1.1 SUMMARY

A. Provide and Install gypsum board where shown on the Drawings and as specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 01 32 33 of these specifications.

1.4 FIRE-RESISTANCERATED ASSEMBLIES

A. Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

1.5 STC-RATED ASSEMBLIES

A. Provide materials and construction identical to those tested in assemblies per ASTM E 90 and classified per ASTM E 413 by a qualified independent testing and inspecting agency.

1.6 INDOOR AIR POLLUTION CONTROL

A. VOC content in Gypsum Board Adhesives shall be limited to 50 grams per liter (less water and less exempt compounds).

PRODUCTS

2.1 PANEL PRODUCTS

A. Provide in maximum lengths available to minimize end-to-end butt joints.

B. Mold and Moisture-Resistant Gypsum Board: ASTM C 1396/C 1396M, in thickness indicated. Regular type unless otherwise indicated. Tested for Mold Resistance in accordance with ASTM D 3273 and ASTM G 21.

1. Product: CertainTeed Gypsum; ProRoc Moisture and Mold Resistant Gypsum Board with M2Tech.
2. Product: G-P Gypsum; Mold-Guard Gypsum Board.

C. Cementitious Backer Units: (For use behind all shower walls or otherwise noted) ANSI A118.9. See Specification Section 092800 Cement Board.

2.2 ACCESSORIES

A. Metal Trim Accessories: ASTM C 1047, formed from galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.

1. Provide cornerbead at outside corners unless otherwise indicated.
2. Provide LC-bead (J-bead) at exposed panel edges.

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B. Joint-Treatment Materials: ASTM C 475/C 475M.

1. Joint Tape: Paper unless otherwise recommended by panel manufacturer.
2. Joint Compounds: Setting-type taping compound and drying-type, ready-mixed, compounds for topping.

C. Fasteners: Screws complying with ASTM C954 or C1002.

D. Other Materials: All other materials, not specifically described but required for a complete and proper installation of gypsum drywall, shall be as selected by the Contractor subject to approval of the Owner's Representative.

EXECUTION

3.1 INSTALLATION

A. Install gypsum board panels in accordance with GA-216 and ASTM C840.

B. Install all panels plumb, level, and with all vertical joints on bearing. Panels/patches smaller than 144 square inches may not be used without prior approval of Owner's Representative.

C. Cutting

1. When cutting gypsum drywall is required, cut by scoring and breaking or by sawing, working from the face side.
2. When cutting by scoring, cut through the face paper and then snap the panel back away from the cut face; then break the back paper by snapping the gypsum board in the reverse direction or by cutting the back paper.
3. Smooth all cut ends and edges of panels as necessary to obtain a smooth joint.
4. For cut-outs in panels for pipes, fixtures, and other small openings, make holes and cut-outs by sawing or by such other method as will not fracture the core or tear the covering and with such accuracy that plates, escutcheons, or trim will cover the edges.
5. The use of "score-and-knockout" method will not be permitted.

D. Fastening

1. Properly space all fasteners in careful accordance with the manufacturer's recommendations and code requirements, with heads driven slightly below the surface for proper cementing but without breaking the paper cover.
2. Loosely butt all joints to be taped; firmly butt all joints to be left untreated.
3. Stagger all end joints and the joints between panels to achieve a maximum of bridging and a minimum of continued joints.

E. Ceiling

1. At those areas where gypsum drywall ceiling is indicated on the Drawings, and where it is possible to do so, install the ceiling prior to installing walls.
2. Where possible, and where permitted by code, float the interior ceiling angles.

3.2 CONTROL JOINTS

A. Where not shown on the Drawings, provide control joints at wall and ceiling areas which exceed maximum areas or lengths.

B. Install control joints at ceiling areas.

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1. Which exceed 2,500 square feet.
2. Where continuous panel surface exceeds 50 feet in either direction.
3. Where ceiling furring changes direction.

C. Install control joints in wall and wall furring panels which exceed 30 feet in length.

3.3 INSTALLING METAL TRIM

A. The drawings do not purport to show all metal trim required; verify with the Owner's Representative the precise locations and types of trim to be used.

B. Carefully inspect the Drawings and verify location of all metal trim required. Install all trim in strict accordance with the manufacturers' recommendations, paying particular attention to make all trim installation plumb, level, and true to line, with firm attachment to supporting members.

3.4 TAPING AND FINISHING LEVEL4 FINISH

A. Control heating and ventilating during finishing operations to ensure the maintenance of 55° F. minimum temperature.

B. Provide surface finish to the level shown on the Drawings, and as described below:

1. First coat - Level 2 Finish
   a. Spread compound evenly over all joints, using suitable tools designed for that purpose.
   b. Fill all joint recesses and metal trim.
   c. Center the reinforcing tape on the joint and press into the fresh compound, wiping down with sufficient pressure to remove excess compound but leaving sufficient compound under the tape for proper bond.
   d. Feather all edges and leave the surface free from blisters and tape wrinkles.
   e. Apply compound to all fastener heads, leaving flush with the adjacent surfaces.
   f. Fold reinforcing tape along its centerline and apply to all interior angles, following the same procedure as for joints.
2. Second coat – Level 3 Finish
   a. Lightly sand the dry compound with fine sandpaper to remove all irregularities.
   b. Apply a second coat of compound to all joints, feathering approximately three inches beyond edges of tape.
   c. Apply a second coat of compound to all fastener heads.
3. Third coat – Level 4 Finish: (Spray Texture Finish)
   a. Lightly sand the dry compound with fine sandpaper to remove all irregularities.
   b. Apply final skim coat, feathering out approximately two inches beyond second coat.
   c. Third coat all fastener heads and metal trim and all interior angles; allow to dry.
   d. Install a spray applied medium orange-peel texture in the density as selected by the Owner's Representative, and approved in the mock-up, on all walls and ceilings, except those designated for smooth finish or wall covering.

3.5 CLEANING UP

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Not for Bidding

A. Do not allow the accumulation of scraps and debris arising from the work of this Section but maintain the premises in a neat and orderly condition at all times; in the event of spilling or splashing compound onto other surfaces, immediately remove the spilled or splashed material and all trace of the residue to the approval of the Owner's Representative.

END OF SECTION 09 29 00

For Council Approval
Not for Bidding

SECTION 09 30 00
TILING

GENERAL

1.1 SUMMARY

A. Provide ceramic tile where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these specifications.

PRODUCTS

2.1 CERAMIC TILE

A. Provide ceramic tile and accessories complying with Tile Council of North America Specification/ ANSI A137.1, in colors and patterns as noted on the drawings from standard colors and patterns of the approved manufacturers.

B. Floor Tile

1. Floor tile shall have a minimum wet dynamic coefficient of friction not less than 0.42 when tested in accordance with DCOF AcuTest as set forth in ANSI A137.1.

C. Provide standard accessory shapes as required.

2.2 MORTAR BED

A. Portland Cement: ASTM C150.

B. Hydrated Lime: ASTM C207, Type S.

C. Sand: ASTM C144, fine.

D. Latex Additive.

E. Water: Clean and potable.

2.3 CLEAVAGE MEMBRANE

A. No. 15 asphalt saturated felt, ASTM D226, Type 1.

OR

B. Polyethylene film, ASTM D4397, 4.0 mil thickness

2.4 SETTING MATERIALS

A. Comply with pertinent recommendations contained in the Tile Council of North America "Handbook for Ceramic Tile Installation".

B. Latex – Portland cement complying with ANSI A118.4 by Laticrete or equal.

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C. Special tile setting mortars will be considered by the Owner's Representative when complete technical data is submitted in advance.

2.5 GROUT

A. Comply with pertinent recommendations contained in the Tile Council of North America "Handbook for Ceramic Tile Installation" in colors selected by the Owner's Representative from standard colors available from the approved manufacturers.

B. Unsanded Grout

1. Provide a commercially prepared non-sand grouting composition with high flexibility and stain resistance, Laticrete 160 Series; Fusion Pro Single Component Grout/Custom Building Products 800-272-8786 or equal.

C. Grout Color

1. As selected by Owner's Representative from manufacturer's standards, Laticrete; Fusion Pro or equal.

2.6 CAULK

A. Provide sanded or unsanded caulk in color to match grout. Color Caulk Premium Tile and Fixture Caulk, Custom Building Products Polyblend Ceramic Tile Caulk, or equal.

2.7 GROUT SEALER

A. Provide commercially prepared grout sealer designed to be used directly from the container; Bostik CeramaSeal Grout Sealer, or equal.

2.8 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Owner's Representative.

EXECUTION

3.1 EXAMINATION

A. Verify that wall surfaces are free of substances which would impair bonding of setting materials, smooth and flat within tolerances specified in ANSI A137.1 and are ready to receive tile.

B. Verify that sub-floor surfaces are dust-free, and free of substances which would impair bonding of setting materials to sub-floor surfaces and are smooth and flat within tolerances specified in ANSI A137.1.

C. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.

D. Verify that required floor-mounted utilities are in correct location.

3.2 PREPARATION

A. Protect surrounding work from damage.

B. Remove any curing compounds or other contaminates.

C. Vacuum clean surfaces and damp clean.

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D. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

E. Install cementitious backer board in accordance with ANSI A108.11 and board manufacturer's instructions.

F. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.3 INSTALLATION

A. General

1. Comply with ANSI A108.1, ANSI A108.2, and the latest published edition of "Handbook for Ceramic Tile Installation" of the Tile Council of North America, except as otherwise directed by the Owner's Representative or specified herein:

a. Interior frame wall shower, cementitious backer board W244 modified; apply waterproof membrane over backer board.

B. Lay tile to pattern indicated. Arrange pattern so that a full tile or joint is centered on each wall and that no tiles less than ½ width is used. Do not interrupt tile pattern through openings.

C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.

D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.

E. Sound tile after setting. Replace hollow sounding units.

F. Keep expansion joints free of adhesive or grout. Apply tile caulking to joints.

G. Allow tile to set for a minimum of 48 hours prior to grouting.

H. Grout tile joints. Use standard grout unless otherwise indicated.

I. Apply tile caulking to junction of tile and dissimilar materials and junction of dissimilar planes.

3.4 INSTALLATION – SHOWERS AND BATHTUBS WALLS

A. At tiled shower receptors install in accordance with TCNA Handbook Method B415, mortar bed floor, and W244, thin-set over waterproofing membrane and cementitious backer unit walls.

B. Grout with standard grout as specified above.

C. Seal joints between corners, tile work and other with tile caulk specified in this section.

3.5 INSTALALTION – WALL TILES

A. Over gypsum wallboard on wood or metal studs install in accordance with TCNA Handbook Method W243, thin-set with dry-set or latex-Portland cement bond coat, unless otherwise indicated.

B. Over interior concrete and masonry install in accordance with TCNA Handbook Method W202, thin-set with dry-set or latex Portland cement bond coat.

3.6 SEALING

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A. Seal grout using Grout Sealer in coverage per manufacturer's specifications. Apply with clean, white cloth, brush or spray applicator. Avoid puddling to obtain maximum coverage. Once dry, wipe off remaining residue with clean, white cotton cloth. Porous surfaces may require multiple applications. Allow to cure 4 hours after application.

3.7 CLEANING

A. Clean tile and grout surfaces.

3.8 PROTECTION OF FINISHED WORK

A. Do not permit traffic over finished floor surface for 72 hours after installation.

B. Cover floors with Kraft paper and protect from dirt and residue from other trades.

C. Where floor will be exposed for prolonged periods cover with plywood or other similar type walkways.

END OF SECTION 09 30 00

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SECTION 09 67 23
EPOXY FLOOR TOPPING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Decorative Resinous Flooring:
1. Decorative Flake Epoxy Flooring

1.2 RELATED SECTIONS

A. Section 03 30 00 - Cast-in-Place Concrete (03 30 00) - Cast-in-Place Concrete.

B. Section 03 54 00 - Cast Underlayment (03 54 00) - Cementitious Flooring Underlayment.

C. Section - (03 01 30) - Concrete Patching and Resurfacing.Section 07 14 00 - Fluid-Applied Waterproofing (07 14 00) - Fluid-Applied Waterproofing..

1.3 REFERENCES

A. American Standard Test Method International (ASTM):
1. ASTM C579 - Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes.
2. ASTM C580 - Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes.
3. ASTM D635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position.
4. ASTM D2240 - Standard Test Method for Rubber Property-Durometer Hardness.
5. ASTM D4060 - Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
6. .
7. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
8. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
9. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes1

B. American National Standards Institute (ANSI):
1. ANSI A1264 - American National Standard for the Provision of Slip Resistance on Walking/Working Surfaces.
.

C. International Concrete Repair Institute (ICRI):
1. ICRI - 310.25 Selecting and Specifying Concrete Surface Preparation.

D. National fire Protection Association (NFPA):
1. NFPA 56A - Standard for the Use of Inhalation Anesthetics.

E. United States Defense Standard (MIL):
1. MIL-D-3134 - Deck Covering Materials.
2. MIL-PRF-3135 - Performance Specification: Deck Covering Underlay Materials.

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1.4 SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data:
1. Manufacturer's data sheets on each product to be used.
2. Preparation instructions and recommendations.
3. Storage and handling requirements and recommendations.

C. Verification Samples: For products specified, two samples, 6 inches (150 mm) square representing actual product & color.

D. Shop Drawings: Details of materials, construction and finish. Include relationship with adjacent construction.

E. Contractor Certification: Manufacturer letter certifying installer is properly trained in application of materials being installed, and is acceptable to materials manufacturer.

F. Guarantee Certification: Letter from the primary materials manufacture certifying that the manufacturer will issue a joint installer manufacturer guarantee with the installing contractor.

G. Certification: CA Department of Public Health 01350 Method for Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with ISO 9001certification and a minimum ten years documented experience.

B. Installer Qualifications: Specializes in installations to that required for Project with five years' experience. Engage an SSPC Concrete Coatings Inspector certified to perform inspections on Project. Installer will be acceptable to materials manufacturer.

C. Source Limitations: Each product type from single manufacturer ensuring uniformity.

D. Mock-Up: Construct a mock-up with actual materials in sufficient time for Owner Representative’s review and to not delay construction progress. Locate mock-up as acceptable to Owner’s Representative and provide temporary foundations and support.
1. Intent of mock-up is to demonstrate quality of workmanship and visual appearance.
2. If mock-up is not acceptable, rebuild mock-up until satisfactory results are achieved.
3. Retain mock-up during construction as standard for comparison with completed work.
4. Do not alter or remove mock-up until work is completed or removal is authorized.

1.6 PRE-INSTALLATION CONFERENCE

A. Pre-installation Meetings: Coordinate work of this Section with related work.
1. Attendance: Subcontractor performing work and manufacturers and fabricators involved, or affected by, installation. Coordinate installations that precede or follow.
2. Agenda: Review progress of construction activities and preparations for the particular activity under consideration. Agenda shall include schedule, drain and floor sink interface, detailing, door thresholds, responsibilities, critical path items, and approvals.
3. Record, agreements, and disagreements, and corrective measures and actions.
4. Reporting: Distribute minutes to each party present and others requiring information.

1.7 DELIVERY, STORAGE, AND HANDLING

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A. Deliver materials in original packages and containers with unbroken seals and bearing manufacturer's labels with date of manufacture and production lot number. Store and handle in strict compliance with manufacturer's written instructions and recommendations.

B. Protect from damage due to weather, excessive temperature, and construction operations.

C. When practical stage materials in area of Work 48 hours prior to beginning of Work.

1.8 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, surface temperature, material temperature and ventilation) within limits recommended by manufacturer during installation and cure. Do not install under conditions outside manufacturer's recommended limits.

B. Restrict access to Work area except installing contractor and site supervision during preparation, installation and cure period.

C. Lighting: Permanent lighting shall be in place prior to flooring installation.

1.9 WARRANTY

A. Manufacturer's Warranty: Manufacturer's standard limited warranty for the specified term.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer:
1. Address: Crossfield Products Corporation, which is located at: 3000 E. Harcourt Street; Rancho Dominguez, CA 90221; ASD Phone: 310-886-9100; Fax: 310-886-9119; Email: info@dexotex.com; Web: www.dexotex.com.
2. Address: Crossfield Products Corporation, which is located at: 140 Valley Road; Roselle Park, NJ 07204; ASD Phone: 908-245-2800; Fax: 908-245-0659; Email: info@dexotex.com; Web: www.dexotex.com.
3. Address: Crossfield Products Corporation, which is located at: 128 Industrial Drive, Cibolo, TX 78108; ASD Phone: 210-888-0449; Email: info@dexotex.com; Web: www.dexotex.com.

B. Requests for substitutions must be submitted two weeks prior to bid date. Substitution request received after will not be considered. Request will be considered per Section 01 60 00 - Product Requirements.

2.2 DECORATIVE RESINOUS FLOORING

A. Decorative Flake Epoxy Flooring:
1. Basis of Design: Dex-O-Tex Colorflake
2. Physical Properties:
a. Applied Thickness: Nominal 1/16” – 1/8”, (3 mm) double broadcast
b. Low Emitting: CDPH 1350 Compliant
c. Compressive Strength, Complete System (ASTM D695) 9,000 PSI
d. Surface Hardness (ASTM D2240 Shore D) 80-85
e. Indentation, Steadily Applied Load (MIL-PRF-3134, Paragraph 4.7.4.2.1): 0.005 indentation.
f. Impact Resistance (MIL-PRF-3134, Paragraph 4.7.3): 0.011 indentation, no cracking or loss of adhesion.
g. Adhesion (ASTM 4541): 100 percent failure in concrete.

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h. Water Absorption (MIL-D-3134): <1.0%
i. Abrasion Resistance (ASTM C501): 19 Wear Index (H-22 Wheel).
j. Flammability (ASTM D635): Self-extinguishing bonded to concrete
k. Tensile Strength (ASTM D638): 1,200 PSI
l. Flexibility (ASTM D1737): 180 degree bend, ¾" mandrel
m. Elongation (ASTM D638): 19.6 percent.

3. Colors: To be selected by Owner's Representative from manufacturer's standard colors.
4. Broadcast: Blended Vinyl Flake.
5. Thickness: 1/8 inch (3 mm).
6. Optional Finish Coat: UV Stable, abrasion resistant Urethane or Polyaspartic, as recommended by the material manufacturer
7. Anti-Microbial Additive: Prevents most bacteria, fungi, algae and actinomycetes.
8. Vapor Control Primer Membrane, Type recommended or produced by manufacturer of flooring system for type of service and floor condition indicated.
9. Built-up Cove Base: Dex-O-Tex Cove Base Gel. Trowel material onto the prepared substrate and shape as shown on drawings. Apply multiple applications as required to achieve required thickness and profile.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin preparation and installation until substrates are properly constructed and inspected complying with ACI 311.4R-05 Guide for Concrete Inspection. The General Contractor is to correct non-conformities if defects are discovered. Repair per ACI 546.R-04. Turn over work in broom clean condition free of debris and foreign matter.

B. If substrate preparation is responsibility of another contractor, inspect per ACI 311.4R-05 Guide for Concrete Inspection by a certified SSPC CCI inspector. If preparation is not satisfactory or if surface is contaminated, notify Owner's Representative in writing. Do not proceed with the installation before the deficiencies have been satisfactorily corrected.

C. Perform moisture testing per ASTM F1869 and F2170. Document results per this specification. If MVER or RH exceeds manufactures recommend level for specified product. Apply vapor control primer before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to commencement of the preparation and installation.

B. Prepare surfaces using methods recommended by manufacturer for achieving best result for substrate under project conditions.

C. Concrete Surfaces: Shot-blast, or diamond grind per SSPC SP-13/NACE 6. Remove material to provide a sound surface free of laitance, glaze, efflorescence, bond inhibiting curing compounds or form release agents. Remove grease, oil, and other penetrating contaminates. Repair damaged and deteriorated concrete to acceptable condition per ACI 546.R-04. Produce a surface profile equal to ICRI 310.2S CPS 2, CPS 3, or CPS 4. Leave surface free of dust, dirt, laitance, and efflorescence.

1. NOTE: If the substrate is an existing overlay system, follow the same procedures using shotblasting, removing the topcoat completely.
2. Check for any hollow or delamination sections of the existing flooring system, remove back to a solid surface and apply Dex-O-Tex A-81 Underlayment. Allow to cure prior to new flooring application

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D. Verify proper surface profile per ICRI 310.25 CSP coupons. Perform water break test and tape dust cleanliness test per ISO 8502-3 to determine surface is acceptable to proceed.

3.3 INSTALLATION

A. Apply Flooring System components according to manufacturer's written instructions. Produce a uniform, monolithic wearing surface of thickness, color and texture indicated.
1. Coordinate application of components. Provide optimum adhesion of coatings to substrate, and optimum intercoat adhesion.
2. Cure coatings per manufacturer's written instructions. Prevent contamination during application and curing processes.
3. Expansion, Isolation and Control Joint Treatment: At substrate expansion, isolation and control joints, comply with resinous flooring manufacturer's written instructions.
4. Contractor shall keep daily logs recording the work performed and environmental conditions as required by the materials manufacturer.

B. Vapor Control Primer Membrane: If required, apply over prepared substrate at required spreading rate.

C. Install integral 6” cove base with 5/8” radius, using Dex-O-Tex Cove Base Gel as described above.

D. Crack Isolation/Anti-Fracture Membrane: After Surface Preparation, route out cracks greater than 60 mils. Vacuum cracks and surrounding surface. Remove dust and debris. Fill cracks with flexibilized epoxy membrane, Dex-O-Tex Cheminert SC membrane. Strip with fabric reinforcement 2 inches (51 mm) on both sides of cracks or per manufacturer's recommendations.
1. Application Location: Substrate cracks.

E. Clear Self-Leveling Body Coats, (2): Apply in thickness indicated for flooring system:
1. Aggregates: Broadcast vinyl flakes at rate recommended by manufacturer. After resin cures, remove excess flakes.
2. Apply a second self -leveling body coat and re-broadcast aggregates at rate recommended by manufacturer. After resin cures, remove excess flakes

F. Grout Coat: Apply clear epoxy, as recommended by resinous flooring manufacturer, to fill voids in final body coat surface.

G. Top Coat – Apply clear epoxy, in method recommended by material manufacturer.

3.4 CLEANING AND PROTECTION

A. Clean products after 96 hours cure in accordance with the manufacturer's recommendations.

B. Prohibit foot and wheel traffic over flooring for 24 hours. Light foot traffic is acceptable after 24 hours. Normal traffic after 48 hours.

C. Do not expose to harsh chemicals until full 7 days cure.

D. Touch-up, repair or replace damaged products before Substantial Completion.

E. Protect the finished floor in a manner acceptable to the manufacturer.

END OF SECTION 09 67 16

For Council Approval
Not for Bidding

SECTION 09 77 20
FIBERGLASS REINFORCED PANELS

GENERAL

1.1 SUMMARY

A. Provide and install fiberglass reinforced panels (FRP) where shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 013323 of these specifications.

B. Accompanying the product data, submit 8" x 10" or larger samples of the specified color.

PRODUCTS

2.1 FIBERGLASS REINFORCED PANELS

A. Provide fiberglass reinforced panels, Valto Engineering Materials VARIETEX, or equal.

1. Color as specified on the Drawings.
2. Texture: Linen
3. Fire Rating: Class A.
4. 4'x10' or as required for design applications.

2.2 MOLDINGS

A. Silhouette Trim by manufacturer, color to match panel.

2.3 ACCESSORIES

A. Adhesive: By manufacturer.

B. Sealant: Color matching by manufacturer.

2.4 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Owner's Representative.

EXECUTION

3.1 PREPARATION

A. Examine backup surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, joints and cracks filled flush and smooth with the adjoining surface.

1. Verify that stud spacing does not exceed 24 inch on-center.

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B. Repair defects prior to installation.

1. Level wall surfaces to panel manufacturer's requirements. Remove protrusions and fill indentations.

C. Clean substrates of substances that could impair adhesive bond, including oil, grease, dirt, and dust.

D. Environmental Limitations: Do not deliver or install plastic paneling until spaces are enclosed and weathertight and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period

3.2 INSTALLATION

A. Comply with manufacturer's recommended procedures and installation sequence.

B. Cut sheets to meet supports allowing 1/8" (3mm) clearance for every 8 foot (2.43m) of panel.

1. Cut and drill with carbide tipped saw blades or drill bits or cut with shears.

C. Apply panels to board substrate, above base vertically oriented with seams plumb and pattern aligned with adjoining panels.

1. Install panels with manufacturer's recommended gap for panel field and corner joints.

a. Adhesive trowel and application method to conform to adhesive manufacturer's recommendations.

D. Apply panel moldings to all panel edges using silicone sealant providing for required clearances.

1. All moldings must provide for a minimum 1/8" (3.18 cm) of panel expansion at joints and edges, to insure proper installation.

2. Apply sealant to all moldings, channels and joints between the system and different materials to assure watertight installation.

3.3 CLEANING

A. Remove excess sealant from panels and moldings. Wipe panel down using a damp cloth and mild soap solution or cleaner.

B. Refer to manufacturer's specific cleaning recommendations. Do not use abrasive cleaners.

END OF SECTION 09 77 20

For Council Approval
Not for Bidding

SECTION 09 91 00
PAINTING

GENERAL

1.1 SUMMARY

A. Provide painting as shown on the Finish Schedule in the Drawings and specified herein. The type of material to be used and the number of coats to be applied are listed in the "Painting Schedule" in Part 3.00 of this Section of these Specifications. The term "paint", as used herein, included enamels, epoxies, paints, sealers, fillers, emulsions, and other coatings, whether used as prime, intermediate, or finish coats.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 INDOOR AIR POLLUTANT CONTORL REQUIREMENTS

A. VOC Limits

1. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Coatings Suggested Control Measure, as shown in Table 5.504.4.3 of the 2022 California Green Building Standards Code, unless more stringent local limits apply.

2. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 5.504.4.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in Subsections 4.21, 4.36 and 4.37 of the 2007 California Air Resources Board, Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 5.504.4.3 shall apply.

B. Aerosol Paints and Coatings

1. Aerosol paints and coatings shall meet the PWMIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(c)(2) and (d)(2) of *California Code of Regulations*, Title 17, commencing with Section 94520, and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8 Rule 49.

1.5 PROJECT CONDITIONS

A. The General Contractor is responsible to ensure all materials used in this Section meet current California V.O.C. (volatile organic compounds/chemicals) Regulations. The Owner's Representative shall be immediately notified of all V.O.C. conflicts. Work shall not proceed until conflicts are resolved.

1.6 EXTRA STOCK

For Council Approval
Not for Bidding

A. Upon completion of this portion of the Work, deliver to the Owner an extra stock of one gallon of each color and gloss used in each coating material used, with all such extra stock tightly sealed in clearly labeled containers.

PRODUCTS

2.1 PAINT MATERIALS

A. Manufacturer

1. All paint materials selected for coating systems for each type of surface shall be the product of a single manufacturer.
2. Paint materials listed herein, unless otherwise designated in the "Painting Schedule", are the product of Dunn Edwards and require no further approval as to manufacturer or catalog number.
3. Equivalent products of other major paint manufacturers may be used subject to approval by the Owner's Representative of the materials list and manufacturers' recommendations required to be submitted under Article 1.03 above. Equivalent product manufacturers must provide a manufacturers product reference guide demonstrating the equivalence of the product substituted to the one specified.

B. Compatibility

1. All paint materials and equipment shall be compatible in use; finish coats shall be compatible with prime coats; prime coats shall be compatible with the surface to be coated; all tools and equipment shall be compatible with the coating to be applied.
2. Thinners, when used, shall be only those thinners recommended for that purpose by the manufacturer of the material to be thinned.

C. Colors and glosses

1. All colors and glosses shall be indicated on the Painting Schedule and Finishes Schedule.

EXECUTION

3.1 PREPARATION OF SURFACES, GENERAL

A. Prior to all surface preparation and painting operations, completely mask, remove or otherwise adequately protect all hardware, accessories, machined surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces but not scheduled to receive paint.

B. Spot prime all exposed nails and other metals which are to be painted with emulsion paints, using a primer recommended by the manufacturer of the coating system.

C. Before applying paint or other surface treatment, thoroughly clean all surfaces involved. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

3.2 PREPARATION OF WOOD SURFACE

A. Clean all wood surfaces until they are free from dirt, and all other foreign substance.

B. Unless specifically noted to be left rough, smooth all finished wood surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce uniformly smooth and unmarred wood surfaces.

For Council Approval
Not for Bidding

C. Knots

1. On small, dry, seasoned knots, thoroughly scrape and clean the surface and apply one coat of good quality knot-sealer before application of the priming coat.
2. On large, open, unseasoned knots, scrape off all pitch and thoroughly clean the area, followed by an application of one coat of good quality knot-sealer.
3. Remove and treat all pitch surfaces as required for large knots.

3.3 PREPARATION OF METAL SURFACES

A. Galvanized metal

1. Clean all surfaces thoroughly with solvent until they are completely free from dirt, soil, and grease.
2. Thoroughly treat the cleaned surface with phosphoric acid etch.
3. Remove all excess etching solution and allow to dry completely before application of paint.

B. Other metals

1. Thoroughly clean all surfaces until they are completely free from dirt, oil, grease and old paint.
2. Allow to dry thoroughly before application of paint.

3.4 PREPARATION OF MASONRY / CONCRETE SURFACES

A. Clean all masonry / concrete surfaces until they are free from dirt and all other foreign substances.

B. At existing exterior masonry / concrete to be sealed, water blast surfaces until they are free from dirt and all other foreign surfaces.

3.5 PAINT APPLICATION

A. General

1. Paint all surfaces, except glass, flat concrete, and similar items, not prefinished and not called out as unfinished.
2. Paint all grilles and other prefinished items where the factory prefinish is not in accordance with the Painting Schedule and color selection or where a prefinished item is not the same color as the adjacent surface. Paint to match adjacent surface.

B. Drying

1. Allow sufficient drying time between coats.
2. Modify the period as recommended by the material manufacturer to suit adverse weather conditions.

C. Environmental conditions

1. Comply with the manufacturer's recommendations as to environmental conditions under which the coating systems may be applied.
2. Do not apply paint in areas where dust is being generated.

D. Defects

1. Sand and dust between coats to remove all defects visible to the unaided eye from a distance of five feet.

For Council Approval
Not for Bidding

E. Color of undercoats

1. Slightly vary the color of succeeding coats.

3.6 INSPECTION

A. Do not apply additional coats until completed coat has been inspected and approved by the Owner's Representative.

B. Only inspected and approved coats of paint will be considered in determining the number of coats applied.

3.7 RE-INSTALLATIN OF REMOVED ITEMS

A. Following completion of painting in each space, promptly reinstall all items removed for painting, using only workmen skilled in the particular trade.

3.8 CLEANING UP

A. During progress of the Work, do not allow the accumulation of empty containers or other excess items except in areas specifically set aside for that purpose. Prevent accidental spilling of paint materials and, in event of such spill, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition, all at no additional cost to the Owner.

B. Upon completion of this portion of the Work visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.

3.9 PAINTING SCHEDULE

Apply the following finishes to the areas designated:

Type 1: Interior Metal (Ferrous – Semi-Gloss)
First Coat: DE Enduraprime ENPR00 Metal Primer
Second Coat: DE Endura-Coat ENCT50 DTM High Performance S/G Finish
Third Coat: DE Endura-Coat ENCT50 DTM High Performance S/G Finish

Type 2: Interior Drywall (Semi-Gloss)
First Coat: DE Vinylastic Select VNSL00 Zero VOC Wall Sealer
Second Coat: DE Spartawall SWLL50 Interior Zero VOC Semi-Gloss Finish
Third Coat: DE Spartawall SWLL50 Interior Zero VOC Semi-Gloss Finish

Type 3: Interior CMU (Eggshell Sheen)
First Coat: DE Blocfil Premium SBPR00 Acrylic Block Filler
Second Coat: DE Spartawall SSLL30 Zero VOC Eggshell Finish
Third Coat: DE Spartawall SSLL30 Zero VOC Eggshell Finish

PREVIOUSLY PAINTED SURFACES:
Spot prime bare or patched areas or prime entire surface
First Coat: DE Ultra-Grip UGSL00 Acrylic Primer
Second Coat: DE Enduralastic 10 EDLX10 100% Acrylic Elastomeric Coating
Third Coat: DE Enduralastic 10 EDLX10 100% Acrylic Elastomeric Coating

END OF SECTION 09 91 00

For Council Approval
Not for Bidding

SECTION 10 14 00
SIGNAGE

GENERAL

1.1 SUMMARY

A. Provide and install all signage as shown on the Drawings and as specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Owner's Representative in accordance with the provisions of Section 013323 of these specifications.

1.4 REGULATORY REQUIREMENTS

A. Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and the State of California Building Code (CBC).

1.5 ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES

A. Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PRODUCTS

2.1 MATERIALS

A. Acrylic Sheet: ASTM D 4802, Category A-1 (cell-cast sheet), Type UVA (UV absorbing).

B. Plastic Laminate: High-pressure laminate engraving stock with face and core in contrasting colors.

C. Applied Vinyl: Die-cut characters from vinyl film of nominal thickness of 3 mils (0.076 mm) with pressure-sensitive adhesive backing, suitable for exterior applications.

2.2 SIGNS

1. .

B. Interior Panel Signs] [Matte-finished opaque acrylic with adhesively applied vinyl film copy] with [square-cut] [beveled] edges and [square] [rounded] corners.

1. Finishes and Colors: Blue background panel to match existing
2. Tactile Characters: Characters and Grade 2 Braille raised 1/32 inch (0.8 mm) above surface with white contrasting color to match existing.
3. Provide signs for all rooms as indicated on the Drawings.
   a. Restroom Identification Signs

For Council Approval
Not for Bidding

(1) Colored plexiglas with white contrasting lettering meeting State of California standards. Color to match existing as approved by Owner's Representative. Braille to meet State of California Regulations for braille size, height and spacing.

b. Room Occupancy Signs

(1) Colored plexiglas with white contrasting lettering meeting State of California standards. Color to be Blue to match existing as approved by Owner's Representative. Sign size and wording to be approved by local Fire Department prior to fabrication

EXECUTION

3.1 INSTALLATION

A. Locate signs where indicated on the Drawings or directed by Owner's Representative. Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.

B. Wall-Mounted Signs

1. Two-Face Tape: Mount signs to smooth, nonporous surfaces, other than vinyl.

2. Silicone-Adhesive Mounting: Attach signs to irregular, porous, or vinyl-covered surfaces.

END OF SECTION 10 14 00

For Council Approval
Not for Bidding

SECTION 10 21 00
HDPE TOILET COMPARTMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Solid plastic toilet compartments including the following: (Hiny Hiders)
   1. Floor-to-ceiling toilet compartments.

1.2 REFERENCES

A. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

C. National Fire Protection Association (NFPA) 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

C. Shop Drawings: Provide layout drawings and installation details with location and type of hardware required.

D. Verification Samples: For each finish product specified, two samples representing actual product, color, and patterns.

E. Product Certification & Sustainable Design Submittals:
   1. Recycled Content: Certify percentages of post-consumer and pre-consumer recycled content.
   2. Regional Materials: Certify distance between manufacturer and Project.
   3. NFPA 286 Testing & Certification: Supply full and complete 3rd party testing results to certify NFPA 286 compliance.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: A company regularly engaged in manufacture of products specified in this section, and whose products have been in satisfactory use under similar service conditions for not less than 5 years.

B. Installer Qualifications: A company regularly engaged in installation of products specified in this Section, with a minimum of 5 years experience.

C. Materials: Doors, panels and pilasters, constructed from high density polyethylene (HDPE) resins. Partitions to be fabricated from polymer resins compounded under high pressure, forming a single component which is waterproof, nonabsorbent and has a self-lubricating surface that resists marks from pens, pencils, markers and other writing instruments. Cover all plastic components with a protective plastic masking.

For Council Approval
Not for Bidding

D. Performance Requirements:
1. Fire Resistance: Partition materials shall comply with the following requirements, when tested in accordance with ASTM E 84, Class B:
a. Tested to Meet ASTM E84, Class B flame spread/smoke developed rating.
2. Material Fire Ratings:
a. National Fire Protection Association (NFPA) 286: Pass.
b. International Code Council (ICC): Class B.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

1.6 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.7 WARRANTY

A. Manufacturer guarantees its plastic against breakage, corrosion, and delamination under normal conditions for 25 years from the date of receipt by the customer. If materials are found to be defective during that period for reasons listed above, the materials will be replaced free of charge. Labor not included in warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Scranton Products, which is located at: 801 E. Corey St.; Scranton, PA 18505; Toll Free Tel: 800-445-5148; Fax: 855-376-6161; Email:request info (info@scrantonproducts.com); Web:http://www.scrantonproducts.com
1. Fabricator: Santana Toilet Partitions.
2. Fabricator: Comtec Toilet Partitions.
3. Fabricator: Capitol Toilet Partitions.

B. Substitutions: Not permitted.

2.2 MATERIAL

A. Plastic Panels: High density polyethylene (HDPE) suitable for exposed applications, waterproof, non-absorbent, and graffiti-resistant textured surface.
1. Recycled Content; Post Industrial: 25 percent.

B. Zinc Aluminum Magnesium and Copper Alloy (Zamac): ASTM B 86.

C. Stainless Steel Castings: ASTM A167, Type 304.

D. Aluminum: ASTM 6463-T5 alloy.

2.3 SOLID PLASTIC TOILET COMPARTMENTS

A. Basis of Design: Hiny Hiders Toilet Partitions as manufactured by and supplied by Scranton Products.
1. Style: Floor-to-ceiling toilet compartments.

For Council Approval
Not for Bidding

B. Doors, Panels, and Pilasters: 1 inch (25 mm) thick with all edges rounded to a radius. Mount doors and dividing panels based on height of specified system.
   1. Door and Panel Height: 72 inches (1829 mm).
   2. Panel Edge: Shiplap.

C. Panel Color: As selected by Owner's Representative.

D. Pilaster Shoes: 3 inches (76 mm) high one-piece molded HDPE. Secured to pilasters with a stainless steel tamper resistant Torx head sex bolt.
   1. Pilaster Plastic Shoe Color: Silver (Matches Stainless/Aluminum Hardware).

E. Wall Brackets:
   1. Aluminum Brackets: Heavy-duty aluminum 6463-T5 alloy.
   2. Brackets are fastened to pilasters with stainless steel tamper resistant Torx head screws and fastened to the panels with stainless steel tamper resistant Torx head hex bolts.
   3. Bracket Type: Continuous 71 inches (1804 mm) aluminum.

F. Door Hardware:
   1. Continuous Aluminum Hinge:
      a. Length: 71 inches (1803 mm).
      b. Ship Lapped
   2. Latch Mechanism: Occupancy Indicator Latch and Housing:
      a. Occupancy indicators: Green for occupied and red not occupied.
   3. Doors supplied with one coat hook/bumper and door pull, clear anodized aluminum or stainless steel.
   4. Equip outswing handicapped doors with second door pull and door stop.

2.4 SOLID PLASTIC PRIVACY SCREENS

A. Provide plastic privacy screens in urinal and entry toilet room applications as indicated or scheduled.

B. Panels, and pilasters, if required, 1 inch (25 mm) thick with edges rounded to a radius. Screens to be mounted at 14 inches (356 mm) above the finished floor. Color as selected by Owner's Representative from manufacturer's full line of current colors.
   1. Aluminum heat sink fastened to bottom edges.
   2. Recycled Content: Minimum 25 percent.

C. Screen Type: Pilaster supported.
   1. Configuration: Floor to ceiling pilaster supported screen.
   2. Urinal Screens: 24 inches (610 mm) wide by 55 inches (1397 mm) high.
   3. Floor to Ceiling Supported Pilaster: A stainless steel angle to be used to attach pilasters to floor and ceiling. Attach angles to pilasters with 3/4 inch (19 mm) stainless steel tamper resistant Torx head screws. Pilaster sleeve height to be 4 inches (102 mm) high.
   4. Pilaster Shoes: One-piece molded HDPE secured to the pilaster with a stainless steel tamper resistant Torx head sex bolt.
      a. Pilaster Shoes Color: Silver; matches clear anodized hardware.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

For Council Approval
Not for Bidding

B. If substrate preparation is the responsibility of another installer, notify Owner's Representative of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Examine areas to receive toilet partitions, screens, and shower compartments for correct height and spacing of anchorage/blocking and plumbing fixtures that affect installation of partitions. Report discrepancies to the Owner's Representative.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install partitions rigid, straight, plumb, and level manor, with plastic laid out as shown on shop drawings.

C. Clearance at vertical edges of doors shall be uniform top to bottom and shall not exceed 3/8 inch (9.5 mm).

D. No evidence of cutting, drilling, and/or patching shall be visible on the finished work.

E. Finished surfaces shall be cleaned after installation and be left free of imperfections.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

For Council Approval
Not for Bidding

SECTION 13 11 00

SWIMMING POOL GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

A. The scope of the work included under this Section of the Specifications shall include swimming pool(s) as illustrated on the Drawings and specified herein. The General and Supplementary Conditions of the Specifications shall form a part and be included under this Section of the Specifications. The Swimming Pool Subcontractor shall provide all supervision, labor, material, equipment, machinery, plant and any and all other items necessary to complete the work. **ALL OF THE WORK IN SECTIONS 13 11 00 - 13 11 09 IS TO BE THE RESPONSIBILITY OF ONE EXPERIENCED SWIMMING POOL SUBCONTRACTOR PRIMARILY ENGAGED IN THE CONSTRUCTION OF COMMERCIAL PUBLIC-USE SWIMMING POOLS. A SWIMMING POOL SUBCONTRACTOR SHALL BE CONSIDERED PRIMARILY ENGAGED AS REQUIRED HEREIN IF THE SUBCONTRACTOR DERIVED 50% OF ITS ANNUAL REVENUE FROM NEWLY CONSTRUCTED PUBLIC-USE SWIMMING POOL CONSTRUCTION FOR EACH OF THE LAST FIVE YEARS. THE SUBCONTRACTOR MUST HAVE ALSO, IN THE LAST FIVE YEARS CONSTRUCTED AT LEAST FIVE (5) NEWLY CONSTRUCTED, COMMERCIALLY DESIGNED MUNICIPAL AND PUBLIC-USE SWIMMING POOLS, EACH OF WHICH SHALL HAVE INCORPORATED A MINIMUM SIZE OF 6,000 SQUARE FEET OF WATER SURFACE AREA WITH A CONCRETE AND CERAMIC TILE PERIMETER OVERFLOW GUTTER AND SELF-MODULATING BALANCE TANK.** The Swimming Pool Subcontractor shall furnish and install the swimming pool structures, finishes, cantilever forming, swimming pool mechanical and electrical systems, and all accessories necessary for a complete, functional swimming pool system, as herein described. Work shall include start-up, instruction of Owner's personnel, as-built drawings and warranties as required.

1.02 CODES, RULES, PERMITS, FEES

A. The swimming pools shall be constructed in strict accordance with the applicable provisions set forth by authorities having jurisdiction over swimming pool construction and operation in the State of California.

B. The Swimming Pool Subcontractor shall give all necessary notices, obtain all permits, and pay all government sales taxes, fees, and other costs in connection with their work; file all necessary plans, prepare all documents and obtain all necessary approvals of governmental departments having jurisdiction; obtain all required certificates of inspection for their work and deliver same to the Designated Representative before request for acceptance and final payment for the work.

C. The Swimming Pool Subcontractor shall include in the work any labor, materials, services, apparatus, or drawings in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on Drawings and/or specified.

For Council Approval
Not for Bidding

D. The Contractor shall submit all required documents and materials to all Governmental Departments having jurisdiction for any deferred approval items or substituted materials or products to obtain final approval to installation.

1.03 DESCRIPTION OF WORK

A. Furnish and perform supervision, coordination, all layout, formwork, excavation, hand trim, disposing off-site of all unused material or debris to complete the swimming pool excavation to the dimensions shown on the plans.

B. Furnish and install complete swimming pool structures, including reinforcing steel and cast-in-place or pneumatically placed concrete walls and floors.

C. Furnish and install swimming pool finishes, including ceramic tile and marble plaster or other waterproof finishes.

D. Furnish and install complete swimming pool mechanical system(s), including, but not limited to, circulation systems, filtration systems, pool water heating systems, water chemistry control systems, domestic water fill line systems, booster pump and special effects systems, and all pumps, piping, valves, and connections between system(s) and swimming pool(s).

E. Furnish and install complete swimming pool electrical system(s) from P.O.C. in Mechanical Room, including, but not limited to, underwater lighting systems, water level control systems, timing systems, scoreboards, special effects systems, control circuitry, motor starters, time clocks, bonding, and all conduits, conductors, contactors, and switches between the system(s) and swimming pool(s).

F. Furnish and install all swimming pool cantilever forming, deck equipment and required anchors and inserts for the specified equipment as required by code, shown on the Drawings and specified herein.

G. After the initial filling of the swimming pool system(s), should any repairs, continuing work, or other Subcontractor responsibility require drainage or partial drainage of the swimming pool systems, the Swimming Pool Subcontractor shall be responsible for any subsequent refilling and shall complete the project with the swimming pool system(s) full of water, water in chemical balance, complete in every way, and in full operation.

H. For Competition Pools: The Contractor shall retain an independent licensed surveyor to provide proof of compliance for required pool lengths as follows:

1. 25 Yards: (Allows for touch pads at one end) 75’- 5/16” minimum, 75’-1 3/16” maximum.
2. 25 Meter: (Allows for touch pads at one end) 82’-9/16” minimum, 82’-13/16” maximum.
3. 50 Meter: (Allows for touch pads at both ends)164’-1 1/8” minimum, 164’-1 11/16” maximum.

Tolerance against length shall extend in a vertical plane 0.3M (12”) above and 0.8M. (2’-7 ½”) below the surface of the water at all points of both end walls typ. of all courses.

The independent licensed surveyor shall fill out, notarize and fill official certifications forms with USA Swimming.

For Council Approval
Not for Bidding

I. Contractor shall retain a licensed engineer to certify the field built main drain systems as VGB Compliant.

1.04 ASSIGNED RESPONSIBILITIES AND RELATED WORK

A. It is the intent of this section of the Specifications to clarify Work responsibilities of the trades directly and indirectly involved in construction of the pool systems. All labor, equipment, materials and supplies furnished by the Swimming Pool Subcontractor and other Subcontractors per the contractual agreement with the General Contractor and Owner and shall be as directed by the Owner through their Designated Representative.

B. **THE SWIMMING POOL SUBCONTRACTOR SHALL NOT SUBCONTRACT ANY PORTION OF THE SWIMMING POOL CONSTRUCTION OR SWIMMING POOL EQUIPMENT INSTALLATION TO ANYONE OTHER THAN A SUBCONTRACTOR THAT SATISFIES THE REQUIREMENTS OF SECTION 13 11 00**

C. References to “swimming pool systems” shall include the swimming pools, equipment, and accessories.

D. The Owner will provide one complete water filling of the swimming pool(s), but will not assume any responsibility for the swimming pool system(s) until they have been proved fully operational, complete in every way and accepted by the Designated Representative.

1.05 RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor shall grade the swimming pool site(s), establish benchmarks, cut and fill as necessary to provide as level an area as possible at swimming pool deck elevation before swimming pool layout.

B. The Contractor shall be responsible for horizontal dimensions and grade elevations accurately from established lines and benchmarks (as indicated on the Drawings) and be responsible for those grades.

C. The Contractor shall provide adequate temporary light, electric power, heat and ventilation per Federal and State OSHA requirements to construct the swimming pool system(s).

D. The Contractor shall not permit any heavy equipment activity over any area or within five (5) feet of any area under which swimming pool piping is buried. There shall be no exceptions to this requirement.

E. The Contractor shall keep the swimming pool excavation(s) and swimming pool structure(s) free of construction residue and waste materials of their workmen or Subcontractors, removing said material from the swimming pools as required.

F. The Contractor shall protect the swimming pool(s) from damage caused by their construction equipment and /or workmen and Subcontractors.

G. The Contractor shall provide a representative at time of swimming pool start-up to coordinate all trades related to swimming pool system(s).

For Council Approval
Not for Bidding

1.06 RESPONSIBILITIES OF THE MECHANICAL SUBCONTRACTOR

A. The Mechanical Subcontractor shall be licensed in the State of California and provide written notifications to Swimming Pool Subcontractor and contractor when necessary to excavate and backfill within the swimming pool construction site.

B. The Mechanical Subcontractor shall not utilize any swimming pool piping trench for installation of any sanitary sewer, storm sewer, domestic water, hot water, chilled water or natural gas line.

C. The Mechanical Subcontractor shall furnish and install all sanitary sewer piping, including vent stacks (if necessary), for backwash pits, floor drains and floor sinks as required by code, shown on Drawings, and herein specified.

D. The Mechanical Subcontractor shall furnish and install all storm sewer piping and site drainage systems as required by code, shown on the Drawings, and herein specified.

E. The Mechanical Subcontractor shall provide a minimum 75 psi water supply for swimming pool construction work within fifty (50) feet of the swimming pool construction site(s).

F. The Mechanical Subcontractor shall furnish and install reduced pressure backflow protected domestic water lines to P.O.C. within swimming pool Mechanical Room as required by code, shown on the Drawings, and herein specified.

G. The Mechanical Subcontractor shall furnish and install natural gas piping, pressure regulation and valving to P.O.C. within swimming pool Mechanical Room as required by code, shown on the drawings, and herein specified.

H. The Mechanical Subcontractor shall furnish and install all ductwork, louvers, and all HVAC equipment within swimming pool Mechanical Room as required by code, shown on the Drawings, and herein specified.

I. The Mechanical Subcontractor shall provide a representative at time of swimming pool start-up to coordinate work related to swimming pool system(s).

1.07 RESPONSIBILITIES OF THE ELECTRICAL SUBCONTRACTOR

A. The Electrical Subcontractor shall be licensed in the State of California and shall furnish and install electrical service to swimming pool Mechanical Room sized to accommodate all necessary swimming pool equipment as shown on the Drawings and herein specified.

B. The Electrical Subcontractor shall furnish any temporary power needed by the Swimming Pool Subcontractor within fifty (50) feet of the swimming pool construction site(s).

C. The Electrical Subcontractor shall furnish and install all conduits, conductors, starters/disconnects, panels, circuits, switches and equipment as required for lighting, ventilation and HVAC equipment within swimming pool Mechanical Room as required by code, shown on the Drawings, and herein specified.

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D. The Electrical Subcontractor shall furnish and install all conduits, conductors, panels, circuits, switches and equipment for area lighting as required by code, shown on the Drawings, and herein specified.

E. All equipment, material and installation shall be as required under Division 16 of the Specifications and shall conform to NEC Article 680 (latest revision), State and Local Codes, and as may be required by all authorities having jurisdiction over swimming pool construction within the State of California.

F. The Electrical Subcontractor shall provide a representative at time of swimming pool start-up to coordinate work related to swimming pool system(s).

1.08 INTENT

A. It is the intention of these specifications and Drawings to call for finished work, tested and ready for operation. Wherever the word “provide” is used, it shall mean “furnish and install complete and ready for use.”

B. Minor details not usually shown or specified, but necessary for proper installation and operation, shall be included in the work, the same as if herein specified or shown.

1.09 SCHEDULE OF VALUES

A. Provide a Schedule of Values for all work specified in each of the technical specifications listed in the table below, regardless of whether the work is performed by the swimming pool contractor or others. Values listed shall be fully burdened, with contractor general conditions, overhead, profit and bonds included. Payments for swimming pool work completed shall not be approved until Schedule of Values has been submitted to and approved by Architect.

SWIMMING POOL SCHEDULE OF VALUES

No.	Section #	Description	Value
1.	131102	Swimming Pool Concrete	
2.	131104	Swimming Pool Ceramic Tile	
3.	131105	Swimming Pool Plaster	
4.	131106	Swimming Pool Equipment	
5.	131107	Swimming Pool Mechanical	
6.	131108	Swimming Pool Electrical	

1.10 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Subcontractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing submittals with performance construction activities.

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1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for schedules performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for re-submittals as follows. Time for review shall commence on Architect's receipt of submittal.

1. Initial Review: Allow fifteen (15) days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contract when a submittal being processed must be delayed for coordination.
2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow twenty-one (21) days for initial review of each submittal.
3. Direct Transmittal to Consultant: Where the Contract Documents indicate that submittals may be transmitted directly to Architect's consultants, provide duplicate copy of transmittal to Architect. Submittal will be returned to Architect before being returned to Subcontractor.
4. If intermediate submittal is necessary, process it in same manner as initial submittal.
5. Allow fifteen (15) days for processing each submittal.
6. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.

E. Identification: Place a title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on title block.
2. Provide a space on title block to record Subcontractor's review and approval markings and action take by Architect.
3. Include the following information on title block for processing and recording action taken: (See Attached Sample)

    a. Project name.
    b. Date.
    c. Name and address of Subcontractor.
    d. Name of Subcontractor.
    e. Name of Supplier.
    f. Name of Manufacturer.
    g. Unique identifier, including revision number.
    h. Number and title of appropriate Specification Section.
    i. Drawing number and detail references, as appropriate.
    j. Other necessary identification.

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SUBMITTAL FOR:	SUBMITTAL TO:	SUBCONTRACTOR:

Item Number: _____
Section Number: _____
Section Description: _____
Subcontractor: _____
Supplier: _____
Manufacturer: _____
Product Code: _____
Quantity: _____

Subcontractor Certification:

It is hereby certified that the equipment or material designated in this submittal is proposed to be incorporated in the above named project and is in compliance with the contract drawings and / or specifications and is submitted for approval.

Certified by: _____
Date: _____
Job Superintendent: _____
Revisions: _____

Contractor's Submittal Stamp:

Architect's Review Stamp and Comments

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F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract documents on submittal.

G. On all catalogue or cut sheets identify which model or type is being submitted.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Product data and shop drawings shall be packaged within a three-ring binder and colored samples shall be packaged on a heavy cardboard. Transmit each submittal using a transmittal form.

1. On an attached separate sheet, prepared on Subcontractor's letterhead, record relevant information, request for data, revisions other than those requested by Architect on previous submittals and deviations from requirements of the Contract documents, including minor variations and limitations. Include the same label information as the related submittal.
2. Include Subcontractor's certification stating that information submitted complies with requires of the Contract Documents.
3. Transmittal Form: Provide locations on form for the following information:

a. Project name.
b. Date.
c. Destination (To:).
d. Source (From:).
e. Names of Subcontractor, manufacturer, and supplier.
f. Category and type of submittal.
g. Submittal purpose and description.
h. Remarks.

I. Distribution: Furnish copies of final submittals to manufacturers, Subcontractors, suppliers, fabricators, installers, authorities having jurisdiction and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

1.11 SUBSTITUTIONS

A. To obtain approval to use unspecified products, bidders shall submit requests for substitution at least ten (10) days prior to bid date. Requests shall only be considered if they clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. All unspecified products and equipment will be considered on an “or equal” basis at the discretion of the Designated Representative. Requests for substitution received after the specified deadline will not be considered. Where a conflict exists between the requirements of the General Conditions / Special Conditions / Division 1 concerning substitutions and the requirements of this Article, this Article (Section 13 11 00, Article 1.10) shall govern.

B. Where the Swimming Pool Subcontractor proposes to use an item of equipment other than that specified or detailed on the Drawings which requires any redesign of the structure,

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partitions, foundations, piping, wiring, or any other part of the architectural, mechanical, or electrical layout, all such redesign and all new drawings (stamped by California Licensed Engineer) and detailing required shall be prepared by the Swimming Pool Subcontractor, at their own expense, submitted for review and approval by the Designated Representative prior to bid.

C. Where such approved deviation requires a different quantity and arrangement of piping, supports and anchors, wiring, conduit, and equipment from that specified or indicated on the Drawings, the Swimming Pool Subcontractor shall furnish and install any such piping, structural supports, controllers, motors, starters, electrical wiring and conduit, and any other additional equipment required by the system, at no additional cost to the Owner.

1.12 SURVEYS AND MEASUREMENTS

A. The Swimming Pool Subcontractor shall base all measurements, both horizontal and vertical, from benchmarks established by the Contractor. All work shall agree with these established lines and levels. The mechanical Drawings do not give exact details as to elevations of piping, exact locations, etc. and do not show all offsets, control lines, pilot lines and other installation details. Verify all measurements at site and check the correctness of same as related to the work.

1.13 DRAWINGS

A. Drawings are diagrammatic and indicate the general arrangement of the systems and work included in the Subcontractor. Drawings are not to be scaled. The architectural drawings and details shall be examined for exact dimensions. Where they are not definitely shown, this information shall be obtained from the Designated Representative.

1.14 SWIMMING POOL SUBSUBCONTRACTOR

A. The swimming pool construction work as herein described and specified in Division 13 of the Project Manual shall be the complete responsibility of a qualified and specifically licensed (C-53 license classification within the State of California) Swimming Pool Subcontractor with extensive experience in commercial public use swimming pool installations.

B. The Contractor shall require the Swimming Pool Subcontractor to furnish to the Contractor performance and payment bonds in the amount of 100% of the Swimming Pool Subcontractor's bid written by a surety Company properly registered in the State of California and listed by the U.S. Treasury. The expense of the bond(s) is to be borne by the Subcontractor. The Contractor shall clearly specify the amount and requirements of the bond(s) in the Contractor's written or published request for subbids. The Contractor's written or published request for subbids shall also specify that the bond(s) expense is to be borne by the Subcontractor.

C. Subcontractor certifies that it meets the qualifications and experience requirements established in Swimming Pool General Requirements, Section 13 11 00, as follows:

1. Subcontractor has derived 50% of its annual revenue from public-use swimming pool construction for each of the last five (5) years.

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2. Subcontractor has, in the last five (5) years, constructed at least five (5) commercially designed municipal and public-use swimming pools, each of which have incorporated a minimum size of 6,000 square feet of water surface area with a concrete and ceramic tile perimeter overflow gutter and self-modulating balance tank.
3. The following list of projects meet the requirements of section (b) above and the contact as reference by the Contractor, the Awarding Authority of their agent or designee.

a. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

b. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

c. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

d. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

e. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

D. Swimming Pool Deck Subcontractor other than the swimming pool Subcontractor certifies that it meets the qualifications and experience requirements established in Swimming Pool General Requirements, Section 13 11 00, as follows:

1. Subcontract has, in the last five (5) years, constructed at least five (5) commercially designed cantilevered pool decks over perimeter gutters, each of which have incorporated a minimum size of 6,000 square feet of water surface area of the swimming pool.
2. The following list of projects meet the requirements of section (b) above and the contact as reference by the Contractor, the Awarding Authority of their agent or designee.

SWIMMING POOL DECK SUBCONTRACTOR

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a. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

b. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

c. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

d. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

e. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

1.15 OPERATING INSTRUCTIONS

A. The Swimming Pool Subcontractor shall determine from actual samples of pool water supplied by the Owner, the proper water management program necessary for maximum operating efficiency and comfort. The Swimming Pool Subcontractor shall provide the services of experienced personnel familiar with this type of pool system operation, in conformance with Section 13 11 05 of the Specifications.

1.16 MAINTENANCE MANUALS

A. The Swimming Pool Subcontractor shall provide six (6) bound sets for delivery to the Designated Representative of instructions for operating and maintaining all systems and equipment included in this Contract. Manufacturer's advertising literature or catalog pictures will not be acceptable for operating and maintenance instructions.

B. Bound in ring binders shall be all parts lists, periodic maintenance instructions and troubleshooting guidelines for all pool equipment, including but not limited to filters, pumps, controllers, water chemistry control equipment, etc.

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1.17 SECURE FROM THE OWNER

A. A complete Owner-furnished filling of the swimming pools.

B. The Owner's assistance, as specified herein, from the time of start-up until final written acceptance of the swimming pool system(s).

C. Chemicals as required for swimming pool operation after Swimming Pool Subcontractor completes initial water chemistry balance and water treatment during the maintenance period described in Section 13 11 05 of the Specifications.

1.18 WARRANTY

A. The Swimming Pool Subcontractor shall warrant all swimming pool structures, finishes and systems against defects in material and workmanship for a period of one year after the date of acceptance by the Owner. Any repair or replacement required due to defective material or workmanship will be promptly corrected by the Swimming Pool Subcontractor.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

For Council Approval
Not for Bidding

SECTION 13 11 02

SWIMMING POOL CONCRETE

PART 1 GENERAL

1.01 WORK INCLUDED

A. Forming for cast-in-place concrete and shotcrete associated with swimming pools.

B. Reinforcement for cast-in-place concrete and shotcrete associated with swimming pools.

C. Cast-in-place concrete for swimming pool structures. Do not use waterproofing admixture of any kind.

D. Provide labor, materials and equipment as required to install sealant for all pool deck expansion joints, or any other caulking, as indicated on the aquatic Drawings and herein specified.

1.02 QUALITY ASSURANCE

A. Qualifications of Workers:

1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years' experience with the materials and methods specified.
3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years' experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.

B. Standards:

1. In addition to complying with the California Building Code (2022 edition), comply with all pertinent recommendations contained in "Guide to Formwork for Concrete" Publication ACI 347R-14 of the American Concrete Institute.
2. In addition to complying with California Building Code (2022 edition), comply with all pertinent recommendations contained in "Guide to Presenting Reinforcing Steel Design Details," Publication ACI 315R-18 of the American Concrete Institute.
3. In addition to complying with all local codes and regulations, comply with all pertinent recommendations contained in American Society for Testing and materials (ASTM); ASTM C 920 "Standard Specification for Elastometric Joint Sealants."

C. Tolerances: Construct all swimming pool concrete straight, true, plumb and square within a tolerance horizontally and vertically of 1/8" in total distance.

1.03 SUBMITTAL AND SUBSTITUTIONS

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A. Provide submittals in conformance with the requirements of Section 013300. Requests for substitution shall conform to requirements of Article 1.10.A of Section 131100.

B. Samples and Certificates, Concrete Reinforcement:

1. Provide all data and access required for testing as described in Section 01400 of the Specifications.
2. All material shall bear mill tags with heat number identification. Mill analysis and report shall be made available upon request.
3. Material not so labeled and identifiable may be required by the Owner to be tested by the testing laboratory selected by the Owner and at no additional cost to the Owner, in which case random samples will be taken for one series of tests from each 2-1/2 tons or fraction thereof of each size and kind of reinforcing steel.
4. Design mix from batch plant demonstrating previous use history and associated strengths at 28 days.
5. The Contractor shall submit a mix design stamped and signed by a licensed engineer for approval by the Owner's Representative prior to any placement of concrete.

C. Submit proof of qualifications as specified in Article 1.02.A of this Section.

D. Submit reinforcing shop drawings for pool walls, gutters, floors, dike walls and balance tank, etc. as shown on the construction drawing.

1.04 PRODUCT HANDLING

A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.

B. Storage: Store materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.

C. Protection: Use all means necessary to protect the swimming pool concrete before, during, and after installation and to protect the installed Work specified in other Sections.

D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner.

PART 2 PRODUCTS

2.01 CONCRETE FORMWORK

A. Form Materials:

1. Form Lumber: All form lumber in contact with exposed concrete shall be new except as allowed for reuse of forms in Part 3 of this Section, and all form lumber shall be one of the following, a combination thereof, or an equal approved in advance by the Owner's Representative.

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a. "Plyform," Class I or II, bearing the label of the Douglas Fir Plywood Association; "Inner-Seal" Form as manufactured by Louisiana-Pacific, or approved equal.
b. Douglas Fir-Larch, number two grade, seasoned, surfaced four sides.

2. Form Release Agent: Colorless, non-staining, free from oils; chemically reactive agent that shall not impair bonding of paint or other coatings intended for use.

B. Ties and Spreaders:

1. Type: All form ties shall be a type which do not leave an open hole through the concrete and which permits neat and solid patching at every hole.
2. Design: When forms are removed, all metal reinforcement shall be not less than two (2) inches from the finished concrete surface.
3. Wire Ties and Wood Spreaders: Do not use wire ties or wood spreaders.

C. Alternate Forming Systems: Alternate forming systems may be used subject to the advance approval of the Owner's Representative.

2.02 CONCRETE REINFORCEMENT

A. Bars: Bars for reinforcement shall conform to "Specifications for Deformed Carbon-Steel Bars for Concrete Reinforcement," ASTM A-615, Grade 60.

B. Wire Fabric: Wire fabric shall conform to "Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete", ASTM A1064.

C. Tie Wire: Tie wire for reinforcement shall conform to "Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete", ASTM A853 black annealed 16-gauge tie wire.

2.03 CAST-IN-PLACE CONCRETE

A. Concrete:

1. All concrete, unless otherwise specifically permitted by the Owner's Representative, shall be transit-mixed in accordance with ASTM C94. Concrete for water retaining structures that do not receive a waterproofing finish such as ceramic tile or swimming pool plaster shall receive a topical waterproofing finish.
2. The control of concrete production shall be under the supervision of a recognized testing agency, selected by the Owner in accordance with Section 01 25 00 of the Specifications.
3. Quality: All concrete shall have the following minimum compressive strengths at twenty-eight (28) days and shall be proportioned within the following limits

a. 4,000 psi minimum compressive strength for cast-in-place swimming pool structures.
b. 1" maximum size aggregate.
c. 6.0 minimum sacks of cement per cubic yard.*
d. Maximum water to cement ratio of 0.40 minimum-0.45 maximum.

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e. 4” maximum slump.
* For estimate only: to be determined by mix design.

4. Cement: All cement shall be Portland Cement conforming to ASTM C-150, Type II or V and shall be the product of one manufacturer.

5. Aggregates:

a. Shall conform to “Standard Specifications for Concrete Aggregates,” ASTM C33, except as modified herein.
b. Coarse Aggregate: Clean sound washed gravel or crushed rock. Crushing may constitute not more than 30% of the total coarse aggregate volume. Not more than 5% flat, thin, elongated or laminated material nor more than 1% deleterious material shall be present. 1" aggregate graded from 1/4” to 1”, fineness modulus 6.90 to 7.40. 1-1/2” graded from ½” to 1-1/2”, fineness modulus 7.80 to 8.20.
c. Fine Aggregate: Washed natural sand of hard, strong particles and shall contain not more than 1% of deleterious material, fineness modulus 2.65 to 3.05.
d. Aggregate must be certified, non-expansive from a “known” good source.

6. Water: ASTM C1602 Clean, fresh, free from acid, alkali, organic matter or other impurities liable to be detrimental to the concrete (potable).
7. Admixtures: Admixtures shall be used upon approval of the Owner's Representative.

a. Air-entraining admixture: Conform to ASTM C260.
b. Water-reducing admixture: Conform to ASTM C494.

B. Construction Joints: Use keyform for slab pour joints. Either preformed galvanized or PVC construction joint forms of a standard manufacturer may be used. Install per manufacturer's recommendations and tool edges of slabs.

C. Waterstops: PVC bulb-type for use between concrete pours / lifts, conforming with ASTM D 570, D 624, and D 638. Provide in configuration(s) as recommended by manufacturer for specific application. Greenstreak, W.R. Meadows, or approved equal.

D. Curing Materials:

1. Liquid Membrane (covered slab): Chlorinated rubber membrane forming, curing-sealing compound conforming to ASTM C309.
2. Liquid Membrane (exposed slab): Clear methyl and butyl methacrylate non-staining, membrane forming, curing-sealing compound conforming to ASTM C309.

E. Cement Grout and Drypack:

1. Cement Grout: Mix 1 part by volume of Portland Cement, 1/2 part by volume of water and fine aggregate enough to make mixture flow under its own weight.
2. Drypack: Mix 1 part by volume of Portland Cement, 1/2 part by volume of water and fine aggregate enough to make a stiff mix that will mold into a ball. Mix no more than can be used in 30 minutes.

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2.04 JOINT SEALANT MATERIALS

A. Caulking: Multipart, non-sag gun grade polyurethane based sealant meeting the requirements of ASTM C920-02, Type S or M, Mamemco International, Pecora, Sika Corp., Sonneborn Building Products, Tremco or approved equal. Self-leveling caulking materials are not allowed.

B. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

C. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

D. Sealant Backer Rod: Provide compressible polyethylene or polyurethane backer rod as recommended by the sealant manufacturer.

E. Bond Breaker Tape: Provide polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant.

F. Sand: Cover the surface of the caulking with #30 silica sand.

2.05 OTHER MATERIALS

A. All other materials, not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor subject to the advance review by the Owner's Representative.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

1. Prior to all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
2. Verify that all Work may be constructed in accordance with all applicable codes and regulations, the referenced standards, the original design, and in accordance with site specific Geotechnical Report.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive work.

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3.02 CONCRETE FORMWORK

A. Construction of Forms:

1. General: Construct all required forms to be substantial, sufficiently tight to prevent leakage of concrete paste, and able to withstand excessive deflection when filled with wet concrete.
2. Layout:

    a. Form for all required cast-in-place concrete to the shapes, sizes, lines and dimensions indicated on the Drawings.
    b. Exercise particular care in the layout of forms to avoid necessity for cutting concrete after placement.
    c. Make proper provisions for all openings, offsets, recesses, anchorages, blocking and other features of the Work as shown or required.
    d. Perform all forming required for Work of other trades and do all cutting and repairing of forms required to permit such installation.
    e. Carefully examine the Drawings and Specifications and consult with other trades as required relative to providing for pipe and conduit penetrations, reglets, chases and other items in the forms.

3. Imbedded Items: Set all required steel frames, angles, bolts, inserts and other such items required to be anchored in the concrete prior to concrete being placed.
4. Bracings:

    a. Properly brace and tie the forms together so as to maintain position and shape and to ensure safety to workmen.
    b. Construct all bracing, supporting members and centering of ample size and strength to safely carry, without excessive deflection, all dead and live loads to which they may be subjected.
    c. Properly space the forms apart and securely tie them together, using metal spreader ties that give positive tying and accurate spreading.

5. Wetting: Keep forms sufficiently wetted to prevent joints from opening up before concrete is placed.

B. Plywood Forms:

1. Design: Nail the plywood panels directly to studs and apply in a manner to minimize the number of joints.
2. Joints: Make all panel joints tight butt joints with all edges true and square.

C. Footing Forms:

1. Wood Forms: All footing forms shall be wood unless otherwise specifically approved by the Owner's Representative, or as specified in paragraph 3.02(C)(2).
2. Earth Forms:

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a. Side walls for footings may be of earth provided the soil will stand without caving and the sides of the bank are made with a neat cut to the minimum dimensions indicated on the Drawings.
b. For excavation and backfill of earth forms, conform with applicable provisions of Section 13 11 01.

D. Reuse of Forms:

1. Reuse of forms shall be subject to advance approval of the Owner's Representative.
2. Except as specifically approved in advance by the Owner's Representative, reuse of forms shall in no way delay or change the schedule for placement of concrete from the schedule obtainable if all forms were new.
3. Except as specifically approved in advance by the Owner's Representative, reuse of forms shall in no way impart less structural stability to the forms nor less acceptable appearance to finished concrete.

E. Removal of Forms:

1. General:

a. In general, side forms of footings may be removed seven (7) days after placement of concrete, but time may be extended if deemed necessary by the Owner's Representative.
b. Forms for footings, foundations, grade beams, slabs, walls, and other formed concrete may be removed fourteen (14) days after placement of concrete.

2. Removal:

a. Use all means necessary to protect workers, passersby, the installed Work of other trades and the complete safety of the structure.
b. Cut nails and tie wires or form ties off flush, and leave all surfaces smooth and clean.
c. Remove metal spreader ties on exposed concrete by removing or snapping off inside the wall surface and pointing up and rubbing the resulting pockets to match the surrounding areas.
d. Flush all holes resulting from the use of spreader ties and sleeve nuts using water, and then solidly pack throughout the wall thickness with cement grout applied under pressure by means of a grouting gun; grout shall be one part Portland Cement to 2-1/2 parts sand; apply grout immediately after removing forms.

3.03 CONCRETE REINFORCEMENT

A. Bending:

1. General:

a. Fabricate all reinforcement in strict accordance with the Drawings.
b. Do not use bars with kinks or bends not shown on the Drawings.

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c. Do not bend or straighten steel in a manner that will injure the material. (When opposite end is already encased in concrete.)

2. Design:

a. Bend all bars cold.
b. Make bends for stirrups and ties around a pin having a diameter of not less than two (2) times the minimum thickness of the bar.
c. Make bends for other bars, including hooks, around a pin having a diameter of not less than six (6) times the minimum thickness of the bar.

B. Placing:

1. General: Before the start of concrete placement, accurately place all concrete reinforcement, positively securing and supporting by concrete blocks, metal chairs or spacers, or by metal hangers.
2. Clearance:

a. Preserve clear space between bars of not less than one and one-half (1-1/2) times the nominal diameter of the round bars.
b. In no case let the clear space be less than one and one-half (1-1/2) inches nor less than one and one-third (1-1/3) times the maximum size of the aggregate.
c. Provide the following minimum concrete covering of reinforcement:

1) Concrete deposited against earth: three (3) inches minimum.
2) Concrete below grade deposited against forms: two (2) inches minimum.
3) Concrete elsewhere: As indicated on Drawings or otherwise approved by the Owner's Representative.

3. Splicing:

a. Horizontal Bars:

1) Place bars in horizontal members with minimum lap at splices sufficient to develop the strength of the bars.
2) Bars may be wired together at laps except at points of support of the member, at which points preserve clear space described above.
3) Whenever possible, stagger the splices of adjacent bars.
4) Splice forty (40) bar diameters minimum.
5) Provide non-contact lap slices for shotcrete.

b. Wire Fabric: Make all splices in wire fabric at least one and one-half (1-1/2) meshes wide.
c. Other Splices: Make only those other splices that are indicated on the Drawings or specifically approved by the Owner's Representative.

4. Dowels: Place all required steel dowels and securely anchor them into position before concrete is placed.

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5. Obstructions: In the event conduits, piping, inserts, sleeves and other items interfere with placing reinforcement as indicated on the Drawings or otherwise required, immediately consult with the Owner's Representative and obtain approval of a new procedure prior to placing concrete.

C. Cleaning Reinforcement: Steel reinforcement, at the time concrete is placed around it, shall be free from rust scale, loose mill scale, oil, paint and all other coatings which will destroy or reduce the bond between steel and concrete. Bend down all tie wire away from the top of the pool concrete. Maintain a 2" clear from top of concrete to the tie wire.

3.04 SHOTCRETE REINFORCEMENT

A. Shotcrete reinforcement shall be in accordance with the requirements of CBC 1908A and ACI 318-19, along with the provisions of ACI 506R and ACI 506.2. For parallel nonprestressed reinforcement in shotcrete members, the clear spacing between bars shall be at least the greater of 6 bar diameters and 2-1/2 in. Where two curtains of reinforcement are provided, the clear spacing between bars in the curtain nearer the nozzle shall be at least 12 bar diameters; the clear spacing between bars in the remaining curtain shall be at least the greater of 6 bar diameters and 2-1/2 in. Adequate encasement of bars larger than No. 5 shall be demonstrated by a preconstruction test shotcrete mockup panel.

B. Subject to the approval of the building official, it shall be permitted to use a clear spacing that does not meet the clear spacing provisions listed above provided that shotcrete mockup panels are used to demonstrate the proper reinforcement encasement in accordance with the following:

1. The shotcrete mockup panels shall be representative of the most complex reinforcement configurations to be encountered.
2. The licensed design professional shall specify the shotcrete mockup panel quantity, frequency of shooting per nozzleman and member type, and panel thickness to verify reinforcement encasement.

B. Non-contact lap splices for reinforcement in shotcrete shall have clear spacing in accordance with the following:

1. For No. 6 and smaller bars, the clear spacing between bars shall be at least greater of 6 bar diameters and 2-1/2" in.
2. For No. 7 and larger bars, the clear spacing shall be established using a shotcrete mockup panel to demonstrate that the reinforcement is properly encased.
   Subject to the approval of the building official, contact lap splices for reinforcement in shotcrete shall be oriented with the plane of the spliced bars perpendicular to the surface of the shotcrete and approved by the licensed design professional based on a shotcrete mockup panel to demonstrate that the reinforcement is properly encased.

3.05 CAST-IN-PLACE CONCRETE

A. <u>Conveying and Placing Concrete:</u>

1. Before placing concrete, mixing and conveying equipment shall be well cleaned, and the

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forms and space to be occupied by concrete shall be thoroughly cleaned and wetted. Ground water shall be removed until the completion of the work.

2. No concrete shall be placed in any unit of work until all formwork has been completely constructed, all reinforcement has been secured in place, all items to be built into concrete are in place, and form ties at construction joints tightened.
3. Concrete shall be conveyed from mixer to place of final deposit in such a way to prevent the separation or loss of ingredients. It shall be placed as nearly as practicable in its' final position to avoid rehandling or flowing. Concrete shall not be dropped freely where reinforcing bars will cause segregation, nor shall it be dropped freely more than six (6) feet. Use tremies, spouts and dump boxes in deep sections. Vibrators are not acceptable for facilitating concrete transport.
4. Concrete shall be tamped and spaded to insure proper compaction into all parts of forms and around reinforcement. A mechanical vibrator shall be used to thoroughly compact the concrete. Vibration must be by direct action in the concrete and not against forms or reinforcement.
5. Mixing and transport time as indicated in ASTM C94 is required. If air temperatures are between 85° and 90° F the delivery time is to be reduced to 75 minutes. When air temperatures are in excess of 90° F the delivery time should be reduced to 60 minutes.
6. Truck mixes without batch certificates will be rejected.

B. Construction Joints / Expansion Joints: Construction joints and expansion joints shall be provided at locations and in the manner shown on the Drawings. With exception of existing concrete / new shotcrete joints, use PVC bulb-type waterstops appropriate for design condition between all concrete pours / lifts to avoid cold joints. Waterstops shall be placed in such a way to protect reinforcing steel from rust and oxidation. All expansion joints must be the full depth of the concrete section in which they are located.

C. Slab Finishes: Concrete slabs shall be compacted and screeded uniformly to grades shown. Push large aggregates below the surface with a screen tamper, screed and bull float. As soon as the surface becomes workable, it shall be wood floated, then finished as indicated on the Drawings to a uniform smooth, true surface in a neat and workmanlike manner. Carefully coordinate slab finish requirements with other trades (ceramic tile, pool plaster) to insure concrete finish is appropriate substrate for final finish material.

1. Pool Floor Slab: Heavy Wire Broom Finish.

D. <u>Protection and Curing:</u>

1. Concrete shall be protected from injurious action of the elements and defacement of any nature during construction.
2. All forms must be kept wet to prevent drying out of the concrete.
3. All concrete surfaces including footings must be kept wet for at least seven (7) days after concrete is placed.
4. Apply the appropriate curing materials, as specified in 2.03 of this Section, immediately after finishing slabs. Application shall be as specified by the manufacturer.

E. <u>Form Removal:</u>

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1. Take care in removing forms so that surfaces are not marred or gouged and that corners are true, sharp and unbroken.
2. No steel spreaders, ties or other metal shall project from or be visible on any concrete surfaces.

F. Defective Work:

1. Should the strength of any concrete for any portion of the work indicated by tests of molded cylinders and core tests fall below minimum 28 days strength specified or indicated, concrete will be deemed defective work and shall be replaced.
2. Concrete work that is not formed as indicated, is not true to intended alignment, not plumb or level where so intended, not true to intended grades or elevations, not true to specified or selected finish, contains sawdust shavings, wood, or embedded debris, which exhibits cracks or contains fine or coarse sulfide particles, or expansive aggregates detrimental to performance or appearance of the concrete shall be deemed defective.
3. Promptly perform work required to replace and properly clean (by sandblasting if necessary) any defective concrete panels (control joint or expansion joint to control joint or expansion joint), at Contractor's expense, including all expense of additional inspection, tests, or supervision made necessary as a result of defective concrete.

3.06 EXPANSION JOINTS

A. Temperatures: Do not install sealants when air temperature is less than 40°F.

B. Tooling: Tool exposed joints to a slightly concave surface using slicking materials recommended by the manufacturer. The tooling procedure shall press sealant against the sides of the joint. No materials shall be left “feathered” out or smeared on the abutting materials. Completed joints shall have a uniform professional appearance.

C. Joint Construction: Sealant joint width, thickness and cross-sectional profile to be constructed in strict accordance with the sealant manufacturer’s recommendations.

D. Sand: At the appropriate time cover the sealant with sand to provide a sanded finish.

3.07 CLEAN-UP

A. Upon completion of the Work of this Section, immediately remove all swimming pool concrete materials, debris and rubbish occasioned by this Work to the approval of the Owner’s Representative.

END OF SECTION

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SECTION 13 11 04

SWIMMING POOL CERAMIC TILE

PART 1 GENERAL

1.01 WORK INCLUDED

A. Swimming pool ceramic tile detailed on the Drawings, including, but not limited to, the following:

1. Waterline Face Tile.
2. Gutter Cap Tile.
3. Lane Line / Target Tile / 4'-6" Depth Tile.
4. Trim Tile. (At Underwater Steps)
5. Floor Inlet Tile
6. 15M Marker Tile

1.02 QUALITY ASSURANCE

A. Qualifications of Workers:

1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.

B. Standards: In addition to complying with all pertinent codes and regulations:

1. Manufacture of all tile shall be in accordance with ANSI A-137.1-1976.
2. Install ceramic tile in accordance with the recommendations contained in the 2025 "Handbook for Ceramic Tile Installation" of the Tile Council of America, Inc.

C. Tolerances: Install all swimming pool ceramic tile straight, true, plumb and square within a tolerance horizontally and vertically of 1/8". Waterline and gutter bullnose tile shall be level to 1/8" (+/- 1/16") around entire perimeter of swimming pools.

1.03 SUBMITTALS AND SUBSTITUTIONS

A. Provide submittals in conformance with the requirements of Section 01 33 00. Requests for substitution shall conform to requirements of Article 1.10.A of Section 13 11 00.

B. Samples: Submit samples of each color and pattern in the specified groups. Character samples can be representative for review prior to screening of actual tile.

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C. Master Grade Certificate: Prior to opening ceramic tile containers, submit a Master Grade Certificate, signed by the manufacturer of the tile used and issued when the shipment is made, stating the grade, kind of tile, identification marks for the tile containers, and the name and location of the Project.

D. Specifications: Submit manufacturer's recommended installation specifications for the Work.

E. Submit proof of qualifications as specified in Article 1.02.A of this Section.

1.04 PRODUCT HANDLING

A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.

B. Storage: Store all materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.

C. Protection: Use all means necessary to protect swimming pool ceramic tile before, during and after installation and to protect the installed Work specified in other Sections.

D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner.

PART 2 - PRODUCTS

2.01 TILE

A. Waterline Face Tile:

1. Material: All waterline face tile shall be glazed ceramic tile (Group III standard) as manufactured by Dal-Tile or approved equal.
2. Size: 6 x 6 inches.
3. Color: Dal-Tile # #O-129, 'Sky Blue'. Contact Kylee Midura kylee.midura@daltile.com (858) 344-0019. Color to match existing tile.

B. Gutter Cap Tile:

1. Material: All gutter cap tile shall be glazed ceramic tile (Group III standard) as manufactured by Dal-Tile or approved equal.
2. Size: 2-1/2 x 6 inches (#A-7250).
3. Color: Dal-Tile #D-129, 'Sky Blue'. Color to match existing tile.
4. EKO[3] stainless steel gutter cap #DP108-00004 at all rope anchor and water polo rope anchor locations.

C. Lane Line / Target Tile / 4'-6" Depth Tile:

1. Material: Group 4 quality, frost proof unglazed porcelain mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
2. Size: 1 x 1 inches.

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3. Color: Dal-Tile #D-311, 'Black' in 50M direction and target tile. #D-621 Nautical Blue in 25 yard direction and target tile.
4. Color: Dal-Tile #D-621 'Nautical Blue' at 4'-6" depth tile.

D. Trim Tile (on underwater steps)

1. Material: Group 3 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
2. Size: 1 x 1 inches, with S-812 quarter round. Color: Dal-Tile #D-311, 'Black'.
3. Size: 1 x 2 with integral quarter round. Color: Black, non-slip. Inlays #CPC00022.

E. Floor Inlet Tile:

1. Material: Group 1 quality, frost proof unglazed porcelain mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
2. Size: 2 x 2 inches. 18" x 18" around each floor inlet.
3. Color: Dal-Tile #D-617, 'Artic White'.

F. 15 M Marker Tile

1. Material: Group S quality, frost proof unglazed mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
2. Size: 1 x 1 inches.
3. Color: Dal-Tile #D-017 Red

2.02 MORTAR

A. Laticrete 3701 fortified mortar #LCR-37-1017.

B. Water: From a potable source.

C. Mortar shall meet ASTM C627.

2.03 WATERPROOFING

A. Laticrete HYDRO BAN

B. Install per manufacturer's recommendations with other Laticrete products as listed.

2.04 THIN SET MORTAR

A. Laticrete 254 Platinum. Laticrete, Custom or equal.

B. Water from a potable source.

C. Mortar shall meet ASTM C627.

2.04 GROUT

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A. All tile grout shall be waterproof grout complying with the recommendations of referenced standards. Grout color shall be grey for dark backgrounds, white for light backgrounds (verify colors with Architect). Grout shall be per Laticrete Spectralock Pro Premium Epoxy Grout installed per manufacturer recommendations.

2.05 OTHER MATERIALS

A. All other materials, not specifically described but required for a complete and proper installation of ceramic tile as indicated on the Drawings, shall be new, first quality of their respective kinds, and subject to the approval of the Owner's Representative.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

1. Prior to all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
2. Verify that ceramic tile can be installed in accordance with the original design and all referenced standards.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive its Work.

3.02 INSTALLATION

A. Method:

1. Install all ceramic tile in strict accordance with installation method P601-90 of the 2025 Handbook for Ceramic Tile Installation of the Tile Council of America, Inc.
2. Be certain to install all ceramic tile perfectly level, flush, plumb, and to the finish grades and elevations indicated on the Drawings.

B. Interface:

1. Carefully establish and follow the required horizontal and vertical elevations to insure proper and adequate space for the work and materials of other trades.
2. Coordinate and cooperate as required with other trades to insure proper and adequate interface of ceramic tile Work with the Work of other trades.

3.03 GROUTING

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A. Follow grout manufacturer's recommendations as to grouting procedures and precautions.

B. Remove all grout haze, observing grout manufacturer's recommendations as to use of acid and chemical cleaners.

3.04 EXTRA STOCK

A. Provide one (1) unopened box of extra tile for 2.01A, 2.01B, 2.01C and 2.01E for Owners use at a future time.

3.05 CLEAN-UP

A. Upon completion of the swimming pool ceramic tile installation, thoroughly clean and polish the exposed surfaces of tile work. Completely clean work area of debris and rubbish occasioned by this Work and dispose of to the approval of the Owner's Representative.

END OF SECTION

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SECTION 13 11 05

SWIMMING POOL PLASTER

PART 1 GENERAL

1.01 WORK INCLUDED

A. Swimming pool plaster and waterproofing of swimming pool structures as indicated on the Drawings and herein specified.

B. Start-up and operation instructions to Owner's operations and maintenance personnel and properly balance swimming pool water chemistry until the Owner takes occupancy.

1.02 QUALITY ASSURANCE

A. Qualifications of Workers:

1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.

B. Standards: Swimming pool plaster shall conform with requirements of Chapter 31B of California Building Code, 2022 edition. In addition, meet requirements of applicable portions of most current edition of the "Technical Manual," National Plasterers Council, Wauconda, Illinois.

C. Start-up:

1. Furnish a swimming pool water chemistry consultant, with a minimum of five (5) years experience, possessing either AFO (Aquatic Facility Operator) or CPO (Certified Pool Operator) certification(s), to supervise and properly balance swimming pool water chemistry.
2. Demonstrate to the Owner that all systems are fully operational and that calcium hardness, total alkalinity, chlorine residual and pH levels are within specified limits.
3. Standards: Furnish labor and chemicals as required to condition the water properly to the following specifications:

a.	Calcium Hardness:	200-400 parts per million (PPM)
b.	Total Alkalinity:	80-100 PPM
c.	Chlorine Residual:	1.00 to 2.0 PPM
d.	pH Factor:	7.2 to 7.6

1.03 SUBMITTALS AND SUBSTITUTIONS

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A. Provide submittals in conformance with the requirements of Section 01 33 00. Requests for substitution shall conform with requirements of Article 1.10.A of Section 13 11 00.

B. Submit proof of qualifications as specified in Article 1.02.A and 1.02.C.1 of this Section.

1.04 PRODUCT HANDLING

A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.

B. Storage: Store materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.

C. Protection: Use all means necessary to protect the swimming pool plaster before, during, and after installation and to protect the installed Work specified in other Sections.

D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner.

1.05 ENVIRONMENTAL CONDITIONS

A. No plastering shall be done under unsuitable conditions of weather or temperature. No plastering shall be done when prevailing temperature is 40 degrees Fahrenheit or less.

B. Do not install plaster during rain and, if rain commences after plastering has begun, immediately protect the plaster from rain by all means necessary until the plaster has set.

C. Do not install plaster during wind greater than 10 mph and, if wind commences after plastering has begun, immediately protect the plaster from wind by all means necessary until the plaster has set.

PART 2 PRODUCTS

2.01 CEMENT / AGGREGATE

A. Luna Quartz® tiny pebble finish by Wet Edge Technologies. Altima® quartz finish by Wet Edge Technologies. Pebble-Fina® pool finish by Pebble Technologies. Wet Edge Technologies, Pebble Technologies, Commercial Quartz or equal.

2.02 COLOR

A. All swimming pool plaster shall be white in color. Wet Edge Technologies shall be Luna Quartz® “Polar White”. Wet Edge Technologies shall be Altima® “White”. Pebble Technology shall be Pebble-Fina® “Classico”. Commercial Quartz ‘Commercial White’. Contractor to obtain written approval on selected pebble color from the local Health Department prior to installation. Submit cut sheet, color sample and written approval for review by Architect and Owner.”

2.03 WATER

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A. Water for swimming pool plaster shall be clean and free from injurious amounts of acid, alkali, and organics.

2.04 GUTTER, PUMP PIT, BACKWASH PIT & SURGE CHAMBER WATERPROOFING

A. Xypex Concentrate, Miracote Miraflex Membrane C, Hycrete Waterproofing System or approved equal. Mix and apply per manufacturer's recommendations for specific application. Color shall be Gray.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

1. Prior to Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation can properly commence.
2. Verify that swimming pool plaster can be installed in accordance with the original design and all referenced standards, including proprietary application techniques and application training/certifications.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive the Work.

3.02 INSTALLATION OF GUTTER, PUMP PIT, BACKWASH PIT & SURGE CHAMBER WATERPROOFING

A. Provide two (2) coats of the specified gutter and surge chamber waterproofing prior to plastering the swimming pool. Prepare surfaces to receive waterproofing and cure in conformance with manufacturer's recommendations. Provide steel trowel application method to ensure uniform smooth, dense surface finish.

3.03 INSTALLATION OF POOL PLASTER

A. Outdoor Pools or Spas:

1. Completion of other work: **DO NOT** commence plastering of swimming pool(s) or spa(s) until the following conditions have been met:

   a. The Health Department and/or other governing agencies have approved the pool(s) and/or spas) for plaster.
   b. All concrete pool deck construction is complete and the pool decks have been

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thoroughly cleaned.

c. All landscaping in areas adjacent to the pool(s) or spa(s) is complete and the landscape irrigation system is operable.
d. All painting in the pool area is complete.
e. All welding and grinding in locations adjacent to the pool area are complete.
f. The backwash sewer connection is complete.
g. Pool(s) and/or spa(s) area(s) perimeter fencing installation is complete.
h. All trash and debris have been removed from areas adjacent to the pool(s) or spa(s), particularly those areas that are normally upwind from the pool(s) or spa(s).
i. All dust raising construction and/or activities in areas adjacent to the pool(s) or spa(s) are complete or mitigated.
j. The circulation pump(s) is/are operational.
k. The mechanical system has been flushed sufficiently to remove all dirt and debris from the piping system.
l. All necessary chemicals (Chorine, pH adjuster, Sodium Bicarbonate and Calcium Chloride or any other required chemicals) are on site and ready for use.
m. Obtain written approval from the Owner and the Architect.

B. Indoor Pools or Spas:

1. Completion of Other Work: **DO NOT** commence plastering of swimming pool(s) or spa(s) until the following conditions have been met:

a. The Health Department has approved the pool(s) and/or spa(s) for plaster.
b. All work above the pool(s) and/or spa(s) is complete.
c. All painting in the pool area is complete.
d. All welding and grinding in locations adjacent to the pool area are complete.
e. The backwash sewer connection is complete.
f. All concrete pool deck construction is complete and the pool decks have been thoroughly cleaned.
g. The circulation pump(s) is/are operation.
h. The mechanical system has been flushed sufficiently to remove all dirt and debris from the piping system.
i. All necessary chemicals (Chlorine, Acid, Sodium Bicarbonate and Calcium Chloride) are on site and ready to use.
j. Obtain written approval from the Owner and the Architect.

C. Contractor accepts all liability from damage done to the pool plaster if the pool(s) or spa(s) is (are) plaster before the completion of the above listed items or without the written approval of the Owner and the Architect.

D. **POOL PLASTER AUTHORIZATION FORM**:

1. The pool(s) and or spa(s) at Roseville Aquatics Complex is/are hereby approved for the installation of the pool plaster. Pursuant to the requirements of specification section 13 11 05, paragraph 3.03.

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Owner _____ Date _____

Architect / Project Manager _____ Date _____

E. Preparation:

1. Do not apply plaster over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable plaster finish.
2. Consult with manufacturer on application to specific surfaces being treated. Follow manufacturer's recommendation for curing of cast-in-place concrete or shotcrete surfaces prior to application of plaster.
3. Protect ceramic tile, decking, deck equipment, gratings, fittings and other items by suitable covering or masking.
4. Mask or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place not to receive pool plaster. Following completion of plaster for each space or area remove masking. Re-install all removed items utilizing workers skilled in the trades involved.

F. Application:

1. Finish shall be applied to a ½" minimum thickness over the entire surface. The walls shall be scratch-coated followed by a finish coat. Material applied to the floor after the walls have been applied shall be accelerated to assure uniform setting time throughout the pool surface.
2. Float the plaster to a uniform plane and trowel to a smooth, dense, impervious surface using extreme care to avoid stains.
3. Take special care in finishing around pool fittings, making sure to mask off or plug openings so as not to fill such openings with excess plaster. Be certain to completely enclose pool fittings with plaster to insure a leak-proof seal around pipes, fittings, lights, anchors, etc.
4. Accurately interface with the finish planes of items installed by other trades.
5. Quartz and pebble plaster finish is to be applied by a licensed applicator as approved by the manufacturer, and in accordance with manufacturer's training.

3.04 CURING

A. Preparation: Anticipate the need for required equipment and have all such equipment immediately available for use upon completion of pool plastering.

B. Pool Filling:

1. After the plaster has sufficiently dried and before drying has proceeded to a damaging point, cure the plaster by gradually filling the pool with water, preventing all damage to finished plaster surfaces.
2. Flow the water continuously until the pool is filled.
3. When the weather is hot and/or water pressure is low, keep the pool walls damp while the pool is filling.

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4. Coordinate with Contractor to ensure that the pool is continuously monitored while filling to prevent overfill.

3.05 EQUIPMENT ACTIVATION

A. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up.

B. For the first fourteen (14) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with General Contractor to ensure that the plaster is carefully maintained after the initial fourteen day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial fourteen day period.

C. Start-up and provide qualified personnel to operate pool equipment for a period not less than fourteen (14) days after the pool is placed in operation, or until the Owner takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Owner's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than fourteen (14) day period and at time of turnover to Owner, chemical storage tanks shall be full. (Owner's personnel shall be fully trained and capable of assuming swimming pool maintenance tasks, training may begin before Owner takes occupancy).

3.06 CLEAN-UP

A. Upon completion of swimming pool plaster, remove all materials, equipment and debris occasioned by this Work and leave the job site in a clean and presentable condition. Perform all such clean-up to the approval of the Owner’s Representative.

3.07 WARRANTY

A. All applicators must provide a minimum of five (5) year warranty for application and workmanship additional to the manufacturer’s warranty for product.

END OF SECTION

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SECTION 13 11 06

SWIMMING POOL EQUIPMENT

PART 1 GENERAL

1.01 WORK INCLUDED

A. Swimming pool equipment items required for this Work as indicated on the Drawings and specified herein.

1.02 QUALITY ASSURANCE

A. Qualifications of Workers:

1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.

B. All equipment supplied or work performed shall comply with regulations governing public swimming pools and spas as contained within Chapter 31 of California Building Code, 2022 edition.

1.03 SUBMITTALS AND SUBSTITUTIONS

A. Provide submittals in conformance with the requirements of Section 01 33 00. Requests for substitution shall conform with requirements of Article 1.10.A of Section 13 11 00.

B. Required submittals include:

1. Swimming Pool Fittings as specified in Article 2.01 of this Section.
2. Swimming Pool Deck and Mechanical Equipment as specified in Article 2.02 of this Section.

C. Submit proof of qualifications as specified in Article 1.02.A of this Section.

D. The equipment shown on the plans represent the first listed items in the technical specifications. The Contractor shall be responsible for all required field coordination and installation of any approved equal product to provide a fully working and warranted system. The Contractor shall submit detailed shop drawings for any products used other than the first listed specified items. Contractor provided shop drawings shall include details and quality equal to the original plans and construction documents. The Contractor shall provide any and all required engineering including but not limited to structural and anchorage requirements for any proposed equipment other than the first listed specified equipment. The Contractor is

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responsible to provide a factory certified representative(s) to start-up and provide on-site training for all swimming pool mechanical equipment provided.

1.04 PRODUCT HANDLING

A. Protection: Use all means necessary to protect swimming pool equipment items before, during and after installation and to protect the installed work specified in other Sections.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

PART 2 PRODUCTS

2.03 FITTINGS

A. (N) Floor Inlet Covers 1-1/2" Adjustable: StaRite #08417-0000, United Industries, or approved equal. Seventy-six (76) total.

B. (N) Swimming Pool Underwater Lights: Jandy niched white LED lights #WPHV5LS100 large white LED LIGHT, 120V 500 kelvin, 65 watt bulb, 100' cord (field verify cord length prior to ordering). Thirty-six (36) required. Provide with existing stainless-steel niche. Jandy, Pentair, or approved equal.

C. (N) Main Drain Sump & Grate (18" x 36") Daldorado DALMAX-SG-183634; two (2) required. 'Hayward' 1-1/2" collector tubes #SP1056 and 'Hayward' 1-1/2" hydrostatic relief valves #SP1055, one per main drain sump. Contractor shall provide to the Owner a Certificate of Compliance, signed by a licensed design professional, for main drain sump(s) and frame(s) and grate(s), as required by the Virginia Graeme Baker Act.

2.03 DECK EQUIPMENT

A. (N) Handrails: Spectrum #35127-720, 1.90" O.D. x .145" wall, type 304 with 320 grit finish. Spectrum, KDI-Paragon, S.R. Smith, or Aqua Creek. Five (5) required.

B. (N) Figure 4 Grabrails: Spectrum #35099-26-.145, 1.90" O.D. x .145" wall, Spectrum, KDI-Paragon, S.R. Smith, or Aqua Creek. Four (4) pairs required.

C. (N) Recessed Steps: Spectrum #183013, Sixteen (16) required. Spectrum, or equal.

D. (N) Crossed Braced Ladder: Cross-Braced Ladder: Paragon #42123 Custom, KDI-Paragon, S.R. Smith, Paddock, Aqua Creek or Spectrum. Two (2) required.

E. (E) Anchors Sockets for Handrails, Grabrails and Ladders: Spectrum #24010-00, KDI-Paragon 28102, Spectrum, KDI-Paragon, S.R. Smith, or Paddock. Replace if damaged.

F. (N) Stainless steel Escutcheon Plates for Grab Rails, Hand Rails & Ladders: Spectrum Model #35214, Spectrum, KDI-Paragon, S.R. Smith, or Paddock.

PART 3 EXECUTION

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Not for Bidding

3.01 SURFACE CONDITIONS

A. Inspection:

1. Prior to installing the items of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
2. Verify that the swimming pool equipment items may be installed in strict accordance with original design, pertinent codes and regulations, and the manufacturers' recommendations.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies are fully resolved.
3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Installer of existing conditions as fit and proper to receive its Work.

3.02 INSTALLATION

A. Supply and install items of swimming pool equipment in strict accordance with applicable codes and regulations, the original design, and the manufacturer's published recommendations, anchoring firmly and securely for long life under hard use.

B. Coordinate with other trades to insure all imbedded items are set plumb and flush. Railing ends must have anchor sockets and escutcheon plates. Be certain that deck equipment and railings are properly bonded prior to imbedding.

C. All equipment shall be braced and/or anchored to resist a horizontal force acting in any direction using the criteria shown on the Drawings.

3.03 INSTRUCTION

A. The Contractor shall provide a factory certified representative(s) to start-up and certify proper installation, operation and full warranty status of all swimming pool mechanical equipment. The Contractor shall provide not less than two 8-hour days of on-site training for facility staff in the operation and maintenance of the swimming pool mechanical equipment and systems. The two 8-hour days shall be separated by a minimum of seven calendar days and be completed within the 14-day start-up period.

3.04 EQUIPMENT ACTIVATION

A. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up.

B. For the first fourteen (14) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with General Contractor to ensure that the plaster is

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carefully maintained after the initial fourteen day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial fourteen day period.

C. Start-up and provide qualified personnel to operate pool equipment for a period not less than fourteen (14) days after the pool is placed in operation, or until the Owner takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Owner's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than fourteen (14) day period and at time of turnover to Owner, chemical storage tanks shall be full. (Owner's personnel shall be fully trained and capable of assuming swimming pool maintenance tasks, training may begin before Owner takes occupancy).

3.05 CLEAN-UP

A. Upon completion of swimming pool equipment, remove all debris, materials and equipment occasioned by this Work to the approval of the Owner’s Representative.

END OF SECTION

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SECTION 13 11 07

SWIMMING POOL MECHANICAL

PART 1 GENERAL

1.01 WORK INCLUDED

A. Swimming pool mechanical piping as indicated on the Drawings for circulation and filtration systems, pool water heating systems, chemical control systems, booster pump systems and appurtenances.

B. Domestic water system from points of connection within swimming pool mechanical equipment room to make-up water system.

C. Filter backwash piping to point of connection with backwash retention pit as required.

1.02 QUALITY ASSURANCE

A. Qualifications of Workers:

1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.

B. Standards:

1. All equipment supplied or work performed shall comply with Chapter 31 of California Building Code,2022edition.
2. Work shall be performed in accordance with the applicable editions of all National, State and local codes, laws, regulations and ordinances, including the following:

    a. American National Standards Institute (ANSI).
    b. American Society for Testing Materials (ASTM).
    c. American Waterworks Association (AWWA).
    d. American Welding Society (AWS).

3. Do not construe anything in the Drawings or Specifications to permit Work not conforming to these requirements.

1.03 SUBMITTALS AND SUBSTITUTIONS

A. Provide submittals in conformance with the requirements of Section 01 33 00. Requests for substitutions shall conform with requirements of Article 1.10.A of Section 13 11 00.

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B. Required submittals include:

1. Pipe and Fittings as specified in Article 2.02 of this Section.
2. Valves as specified in Article 2.03 of this Section.
3. Pressure / Vacuum Gauges as specified in Article 2.04 of this Section.
4. Pipe Hangers and Supports as specified in Article 2.05 of this Section.
5. Sleeves and Waterstops as specified in Article 2.06 of this Section.

C. Submit proof of qualifications as specified in Article 1.02.A of this Section.

1.04 PRODUCT HANDLING

A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.

B. Storage: Store all materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.

C. Protection: Use all means necessary to protect swimming pool mechanical items before, during and after installation and to protect the installed Work specified in other Sections.

D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner and at no additional cost to the Owner.

1.05 JOB CONDITIONS

A. Cooperate with entities performing Work specified in other Sections to so that no conflict of new construction or occupied space may occur. Should any installation Work be done without such craft coordination, that Work so installed shall be removed and re-installed.

PART 2 PRODUCTS

2.01 PRODUCT QUALITY

A. Materials and equipment shall be new, of the best quality for the purpose intended, and shall be clearly marked with the manufacturer's name and nameplate data or stamp and rating. As far as practicable, materials and equipment shall be of one manufacturer.

2.02 PIPE AND FITTINGS

A. PVC Schedule 40: Type 1, normal impact, NSF approved for solvent welding applications, ASTM Specification D-1785, color shall be white. Dura, Lasco, or approved equal.

B. PVC Schedule 80: Type 1, normal impact, NSF approved for solvent welding applications, ASTM Specification D-1785, color shall be gray. Dura, Lasco, or approved equal.

C. CPVC Schedule 80 Influent/Effluent Heater Piping: Type 1, normal impact, NSF approved for solvent welding applications, ASTM Specification D-1785, color shall be gray. Dura, or Lasco.

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D. Cold plunge piping shall be schedule 80 throughout, from the cold plunge to the pool mechanical room. Install insulation on all cold-water PVC schedule 80 piping. Provide NBR/PVC closed-cell pipe insulation, pre-slit, pre-glued with overlap, ¾" wall thickness with a temperature range between -70° to 220°F for schedule 80 PVC pipe. Install pipe insulation per the manufacturer's recommendations.

E. PVC SDR35: Conforming to ATSM D-1784, use with epoxy coated bell and spigot-type fittings or epoxy coated mechanical joint by flange adapters with epoxy coated cast iron fittings as specified in Article 2.02 (G), below. Johns-Manville "Big Blue", Diamond Plastics, or approved equal.

F. Copper Tubing: ASTM Specification B-88, hard drawn, with ANSI Standard B16.22 wrot copper fittings.

G. Steel: ASTM Specification A-120, Schedule 40 black or galvanized pipe with ASTM A-47 150 lb. banded malleable iron threaded fittings.

H. Cast Iron: ASTM Specification B16.1, cast iron flanged fittings, provide epoxy coating as required for use with chlorinated water.

2.03 VALVES

A. Ball Valves:

1. For pool system: True-Union design, PTFE seat material with FPM or FKM Double O-ring stem seals, locking handle, NSF certified. PVC schedule 80 body for below grade installation. PVC Schedule 80 body for above grade installation. Furnish ball valves on all pip diameters 2 ½" or less with a rating of at least 200psi at 73° F, Asahi, Ipex or Nibco.

2. For copper pipe system: 3-piece full-port Bronze body valve with Teflon seat, 'Apollo', 'Nibco' or approved equal.

B. Butterfly Valves:

1. Epoxy coated cast or ductile iron body, 316 stainless steel disc and stem, viton seat material, furnish hand wheel/gear operators on all valves 8" and larger. DeZurick, Keystone, Ipex or equal.
2. PVC body, PVC disc and EPDM construction suitable for chlorinated water applications. Stem shall be of 316 stainless steel and non-wetted. Valves shall be self-gasketed design with a convex sealing arrangement. Valves 1-1/2" – 10" shall be rated to 150 psi and 12" valves shall be rated to 100 psi at 70°F. Asahi Pool-Pro, no known equal.

C. Check Valves: Wafer-type, epoxy coated cast or ductile iron body, 316 stainless steel plates and shaft, viton seat material. Centerline, Metraflex, or approved equal.

D. Surge Chamber Float Valve: EPD #2-0020-019 Float Control Valve, " line size, as manufactured by Environmental Products Division of Doughboy Recreational, Rancho

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Cucamonga, CA, no known equal.

E. Surge Chamber Isolation Valve: Butterfly valve, tapped lug style, bronze body, stainless steel stem, bronze disc, phenolic back-up ring, EPT seat material. Provide stainless steel shaft extension, shaft housing and tool operator located 2'-0" above floor level with deck access grate as required. DeZurick, Keystone, Asahi, Spears, Ipex or approved equal.

F. RP Backflow Preventer: Febco #835-B for 2" and smaller; #825 for 2-1/2" and larger. Febco, Watts, or approved equal.

G. Make-up Water Control: Cla-Val make-up water control valve with ductile iron body/cover, bronze trim, globe pattern, Buna-N rubber seals. Pilot system materials to consist of bronze/brass with stainless steel wetted parts and Buna-N rubber seals.

System to include: 100-01 Hytrol valve, CF1-C1KX float control, X46A flow clean strainers, and copper tubing with brass fittings. Float linkage and float rod shall be PVC and brass. Base plate shall be 316 stainless steel. The plastic float shall be provided with 8' PVC rod and stops and a brass counter weight. Provide model #124-01AKX available KSI (714) 754-044.

2.04 PRESSURE / VACUUM GAUGES

A. Furnish and install pressure and vacuum gauges on the discharge and suction sides of all pumps. 2" or 2 1/2" diameter dial, bottom connection, chrome ring, shut-off cock and snubber. Ranges shall be selected to indicate between mid-point and two-thirds of maximum range under design conditions. Marsh, Trerice, or approved equal.

2.05 PIPE HANGERS AND SUPPORTS

A. General:

1. The requirements of this Section relates to various requirements of the Agreement, General and Supplementary Conditions, Specifications, Drawings, and modifying documents which are part of the Construction Contract. Responsibility for coordination of all such applicable requirements will be that of the Contractor.

B. Description:

1. This section provides guidelines and limitations for the support of all mechanical, electrical, plumbing or architectural items from the building structure, and for the seismic bracing of such items.
2. Design and install all support and bracing systems as required for the swimming pool systems. Provide for attachment to portions of the building structure capable of bearing the loads imposed. Design these systems to not overstress the building structure.

C. Quality Assurance:

1. Design and install all support systems to comply with the requirements of the 2022 California Building Code, Chapter 16A.
2. Seismic bracing is to be designed by a professional engineer licensed in the State of

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California.

D. Submittals:

1. Submit shop drawings for all substructures and attachment methods.
2. Submit proposed alternative methods of attachment for review and approval by the Architects, prior to deviating from the requirements given below.
3. For all pipe hangers and support systems, submit structural calculations and details which include all resultant forces applied to the building structure and are prepared and signed by the Contractor's licensed California professional engineer. Calculations will be reviewed for compliance with design criteria, not for arithmetic.

E. Materials:

1. Use Kin-Line, Grinnel, or approved equal.
2. Support all pipelines individually with hangers, each branch having at least one hanger. Lateral brace as noted and required.
3. Support piping near floor with steel stanchions welded to end plates secured to pipe and floor.
4. Support vertical piping at each floor level. Install coupling in piping at each support. Coupling shall rest on and transmit load to support. Isolate copper from steel supports with vinyl electrician's tape around pipe and coupling.
5. Use Stoneman "Trisolator," Unistrut, or approved equal, isolators at each hanger and other support points on bare copper tubing system.
6. For PVC pipe, space hangers four (4) feet apart for pipe sizes 1" and under, five (5) feet apart for pipe sizes 1-1/4" to 2", and six (6) feet apart for pipe sizes over 2". Space hangers for horizontal pipes at a maximum of six (6) feet for copper 2" and smaller and for steel 1-1/4" and smaller; ten (10) feet for copper 2-1/2" and larger and for steel 1-1/2" and larger.
7. Size hanger rods, screws, bolts, nuts, etc., according to manufacturer's sizing charts.
8. Trapeze hangers may be used for parallel lines.
9. Use galvanized or stainless steel hangers, attachments, rods, nuts, bolts, and other accessories in pool mechanical room, high humidity areas, or where exposed to weather. Hot dip galvanize all items which are not factory furnished. Plating for hinged movements must be done at the factory.
10. Lateral Bracing: To prevent swaying of the piping systems, provide angle iron bracing and anchor into wall or overhead framing. Piping shall be braced or anchored in such a way as to resist a horizontal force of 50% of its operating weight in any direction.
11. Do not use wire or other makeshift devices for hangers.
12. Furnish all substructures and fasteners required to comply with the limitations given below. Use material as specified in the various sections and as appropriate to their use.
13. Install stainless steel or FRP Unistrut, pipe clamps/hangers, supports/bracing with stainless steel hardware in the chemical storage rooms, surge/balance tanks, or any other corrosive environment.

F. Guidelines & Limitations:

1. Each Contractor will coordinate the load requirements from all subcontractors so that no combination of loads overstresses the building structure or exceed the limitations given

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below.

2. Concrete Structure:

a. Support all loads hung from concrete structure with cast-in-place inserts, unless drilled-in anchors are specifically approved in writing prior to placing the concrete.
b. Concrete anchors must not penetrate into reinforcing bars. Where the anchors boring indicates the presence of reinforcing bar, patch hole with an epoxy type grout and relocate anchor 12 diameters away.
c. Individual expansion anchors cannot support any loads greater than 300 pounds or manufacturer's specified load capacity without approval.

3. Steel Structure:

a. Hang no more than 20 pounds per metal deck rib in any span.
b. At beams, hang all beam loads greater than 40 pounds concentric to beam, not off the flanges.
c. Attached no loads to the beams or girders greater than the following without specific approval from the architect;

i. Roof beams and girders: 300 pound point load or 600 pound total load for a single span.

G. Seismic Bracing:

1. Design and install seismic bracing to not ground out vibration and sound isolation systems.

2. All items of mechanical and electrical equipment 60" or more in height are to be seismically braced whether such bracing is shown or not.

2.06 SLEEVES AND WATERSTOPS

A. Provide sleeves where work of this Section passes through fire rated partitions, floors and ceilings, concrete slabs or exterior of structure. Caulk clearance space using sealant appropriate for application in conformance with manufacturer's recommendations and Title 24 of California Code of Regulations. 3m, Dow Corning, or approved equal. In lieu of sleeves and caulking, "Link Seal" products may be used.

B. Provide prefabricated waterstops as indicated on the Drawings at all pipe penetrations through structures containing stored water (i.e., swimming pools, balance/surge tanks, etc.) to insure leak-proof seals.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

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1. Prior to Work of this Section, carefully inspect the installed Work of other trades and verify that such work is complete to the point where this installation may properly commence.
2. Verify that items of this Section may be installed in accordance with the original design and referenced standards.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive his work.

3.02 ABBREVIATIONS AND SYMBOLS

A. Abbreviations and symbols on the Drawings are those most commonly used. Obtain clarification from the Owner's Representative on any questionable items before bid.

3.03 GENERAL PIPING REQUIREMENTS

A. Size any section of pipe for which size is not indicated or any intermediate section erroneously shown undersized the same size as the largest pipe connecting to it. Sizes listed are nominal.

B. Cut pipe accurately to job measurements and install without springing or forcing, true to line and grade, generally square with building and/or structures and adequately supported to prevent undue stress on pipe, fittings and accessories.

C. Make changes of direction with manufactured fittings. Street ells, bushings, reducing flanges, close nipples or bending of pipe is not allowed.

D. Use great care to install piping in accordance with best practice. Plastic pipe shall be "snaked" in trenches to allow for thermal expansion.

E. All above grade, below grade and buried or imbedded PVC shall be installed using solvent weld fittings. Also, each and every fitting and pipe end shall be prepared with solvent primer. Fittings shall be joined individually and with enough time between assembly of adjacent joints to allow them to seal solidly. After joining, an even ring of primer must be visible around the entire fitting. If any fittings are installed without visible primer, the fitting shall be removed and discarded and piping recut, rechamfered and joint made up again using a new fitting. All procedures, methods and techniques used to make up solvent weld joints shall be in strict accordance with manufacturer's recommendations.

F. Arrange pipe and hangers to allow for expansion, contraction and structural settlement. No pipe shall contact structure except penetrations as shown on the Drawings.

G. Provide dielectric connections between copper and dissimilar metals. In copper systems,

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threaded piping including connections to equipment shall be brass pipe and fittings. Install dielectric connections in vertical sections of piping only.

H. Run pipe full size through shut-off valves, balancing valves, etc. Change pipe size within three (3) pipe diameters of final connection to control valves, fixtures and other equipment.

I. Provide unions or flanges at connections to equipment, on service side of valves and elsewhere as required to facilitate ease of maintenance.

J. Locate equipment shut-off valves as close to equipment as possible maintaining easy valve access.

K. Make all connections between domestic water systems and equipment or face piping with approved backflow prevention devices as required.

L. All PVC pipe exposed to direct sunlight shall be painted with two coats of Exterior Acrylic Semi-gloss Paint, Sherwin Williams or equal. Color to be selected by the Architect. Prior to painting the PVC pipes, the exterior of all PVC pipes shall be wiped with Methyl Ethyl Ketone, or an approved equal, to remove the glaze from the pipes.

M. The Main Drain pipe must run either level or uphill from the main drain sump, through the surge pit (if applicable) and then to the circulation pump.

3.04 TRENCH EXCAVATION AND BACKFILL

A. Excavation:

1. Excavate and backfill trenches as required for the Work of this Section. Conform to requirements of Section 13 11 01.
2. The Contractor shall perform all excavation of every description and of whatever materials encountered, to the depths indicated on the Drawings or as necessary. The Contractor shall dispose of the excavated materials not required or suitable for backfill as directed, and shall perform such grading as may be necessary to prevent surface water from flowing into the trenches. The Contractor shall provide adequate equipment for the removal of storm or subsurface waters, which may accumulate in the excavated areas.

B. Trenching:

1. Excavate trenches to lines and grades as indicated on the Drawings and with banks as nearly vertical as practicable.
2. Bottoms of trenches shall be accurately graded to provide uniform bearing on undisturbed soil for the entire length of each section of pipe.
3. The width of the trench at and below the top of the pipe shall be such that the clear space between the barrel of the pipe and the trench wall shall not exceed 8” on either side of the pipe. The width of trench above the top of pipe may be wider if necessary.
4. Over-depth excavations shall be filled with tamped sand to required grades.
5. Excavations of five (5) feet or more in depth shall be shored or supported in conformance with rules, and regulations of State and Federal Governments. Shoring

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shall be constructed, maintained and removed in a manner to prevent caving of the excavation walls or other load on the pipe.

C. Backfilling:

1. Material for backfilling of pipes shall be approved granular material less than two (2) inches in diameter obtained from the excavation. No material of a perishable, spongy or otherwise unsuitable nature shall be used as backfill.
2. Backfilling of pipe trenches shall commence immediately after installation and testing to preclude damage to the installed pipe. Backfill around pipe shall be carefully placed so as not to displace or damage the pipe, and shall be carried up symmetrically on each side of the pipe to one foot above the top of the pipe. The material shall be carefully compacted or consolidated before additional backfill is placed.
3. Backfill above an elevation of one foot above the top of pipe in conformance with requirements of Section 131101. Material for balance of backfill shall be approved granular material less than six (6) inches in diameter taken from the excavation.
4. Unless otherwise indicated on the Drawings, all pipe shall have a minimum of eighteen (18) inches of cover.

3.05 GENERAL EQUIPMENT REQUIREMENTS

A. Position equipment to result in good appearance and easy access to all components for maintenance and repairs.

B. Install piping, flues, breeching and ducts so that they do not interfere with equipment access.

C. Install level, secure and out of moisture. Provide shims, anchors, support straps, angles, grouted bases, or other items as required to accomplish proper installation.

D. All screws, nuts, bolts and washers shall be galvanized, or stainless steel. After fabrication, hot-dip galvanize unfinished ferrous items for outdoor, below grade or other use subject to moisture.

E. Extend 1/2” Schedule 40 black steel pipe lubrication tubes from all hard to reach locations to front of equipment or to access points. Terminate with proper type of lubrication fitting.

3.06 VALVES AND STRAINERS

A. If no shut-off is indicated, provide ball valves at inlet connections and balance valves at outlet connections to fixtures and equipment. Provide proper valve trim for service intended.

B. Use no solder end valves unless noted otherwise; provide adapters in copper tubing systems.

C. Locate valves with stems above horizontal plane of pipe. In general, locate valves within six (6) feet of floor, out from under equipment, in accessible locations with adequate clearance around hand wheels or levers for easy operation.

D. Provide all valves, cocks and strainers, full pipe size unless indicated otherwise.

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E. Provide hand wheel operators on all valves 6” and larger, under 6” lever operators may be used.

F. Provide tool operated valve with stainless steel shaft extension and 'on deck' tool operation for surge chamber butterfly isolation valve.

3.07 IDENTIFICATION OF PIPING

A. Pipe identification and direction of flow shall be in compliance with ANSI/ASME A13.1. Identify each valve by a numbered brass tag with hole and brass chain mounted on valve stem or handle. Tag to be a minimum of 1” in diameter and numbers at least 1/4” high stamped into tag. Valves and plumbing lines shall be labeled clearly with the source or destination descriptions.

B. Install an identification chart in a plastic or glass framed enclosure, which schematically illustrates the proper operation of all piping systems and indicates number and location of all valves and control devices within the system.

C. The direction of flow for the recirculation equipment shall be labeled clearly with directional symbols such as arrows on all piping in the equipment area. Where the recirculation equipment for more than one pool is located on site, the equipment shall be marked as to which pool the system serves.

3.08 TESTS

A. Perform tests in presence of Owner’s Representative with no pressure loss or noticeable leaks.

B. Do not include valves and equipment in tests. Include connection to previously tested sections if systems are tested in sections.

C. Perform tests as follows:

System	Test Pressure	Test Medium	Duration
Skimmer Lines and Main Drain sump lines	20psig	Water*	4 hours
Pool Piping	50 psig	Water*	4 hours
Pool Main Drains	30 psig	Water*	4 hours
Domestic Water	150 psig	Water*	4 hours

***Never test PVC pipe or fittings with air or other gases, always use water.**

3.09 PIPE MATERIAL APPLICATION

A. PVC Schedule 40: Below grade swimming pool piping and domestic water piping up to 12” line size; use standard solvent weld fittings.

B. PVC Schedule 80: Above grade swimming pool piping up to 12” line size; use solvent weld Schedule 80 or epoxy coated cast iron fittings.

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C. Type L Hard Copper: Above grade domestic water piping.

D. CPVC Schedule 80; Pool Heater Piping.

E. Schedule 40 Steel: Natural gas piping.

F. Pipe Insulation for Heat Exchanger, Coolant Lines, Cold Plunge, Cold Water Interior Piping: Install pipe insulation on all cold water PVC schedule 80 cold plunge circulation piping located in the pool mechanical room and exposed above grade piping. Provide NBR/PVC closed-cell pipe insulation, pre-slit, pre-glued with overlap, ¾" wall thickness with a temperature range between -70° to 220°F for schedule 80 PVC pipe.

G. Pipe Insulation for Heat Exchanger, Coolant Lines, Cold Plunge or Cold Water Exterior Piping: Install pipe insulation on all cold water PVC schedule 80 cold plunge circulation piping located outside pool mechanical room and exposed above grade piping. Provide aluminum jacketed NBR/PVC closed-cell pipe insulation with a temperature range between -70° to 220°F for schedule 80 PVC pipe.

3.10 CUTTING AND DRILLING

A. Cutting or drilling necessary for installation of Work of this Section shall be done only with approval of Owner's Representative.

3.11 CLOSING-IN OF UNINSPECTED WORK

A. Do not cover or enclose Work before testing and inspection. Re-open Work prematurely closed and restore all Work damaged.

3.12 QUIETNESS

A. Quietness is a requirement. Eliminate noise, other than that caused by specified equipment operating at optimum conditions, as directed by Owner's Representative.

3.13 FLUSHING OF LINES

A. Flush or blow out pipes free from foreign substances before installing valves, stops or making final connections. Clean piping systems of dirt and dust prior to initial start-up.

B. Just prior to plastering the pool, under the observations of the IOR, the pool mechanical system shall be flushed using the pool circulation pump. Circulate water through the mechanical system until the effluent water from the pool return heads runs clean.

3.14 CLEAN-UP

A. After all Work has been tested and approved, the Swimming Pool Subcontractor shall thoroughly clean all parts of the equipment installations, including all pool pipe and fittings in the pool mechanical room. Exposed parts shall be cleaned of cement, plaster and other materials and all grease and oil spots removed with solvent.

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B. The Swimming Pool Subcontractor shall remove debris from the Project site. Cartons, boxes, packing crates and excess materials not used, occasioned by this work shall be disposed of to the satisfaction of the Owner's Representative.

C. If the above requirements of clean up are not performed to the satisfaction of the Owner's Representative, the Owner reserves the right to order the work done, the cost of which shall be borne by the Swimming Pool Subcontractor.

END OF SECTION

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SECTION 13 11 08

SWIMMING POOL ELECTRICAL

PART 1 GENERAL

1.01 WORK INCLUDED

A. Provide labor, materials and equipment as required to install the swimming pool electrical system including but not limited to:

1. A complete and operable system of service equipment, switchboards, panelboards, conduits, switches, time clocks and wiring for power and lighting, motor control centers.
2. Junction and/or pull boxes, conduits, disconnects, starters, contactors, wiring and connection of all motors and mechanical equipment, including connection and wiring of line voltage controls associated with the mechanical systems.
3. Swimming pool underwater lighting systems.
4. Swimming pool timing system outlets and scoreboard.
5. Complete grounding system as required and shown on the Drawings.
6. Complete equipotential bonding system as required and shown on the Drawings and in accordance with National Electric Code Article 680.
7. Adjusting and preliminary operation of the completed electrical system as described in Article 3.06, A of this Section.
8. Cleaning of all completed Work and installation adjustment of all trim and decorative items.

1.02 QUALITY ASSURANCE

A. Qualifications of Workers:

1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.

B. Ordinances and Codes: Materials and construction shall conform with all applicable code requirements, including:

1. National Electrical Code, latest edition; Electrical Safety Orders of the State of California; Department of Industrial Relations; regulations of the State Fire Marshal; rules and regulations of the Board of Underwriters of the Pacific, UL 50, 50E and NEMA 250 rating.
2. Chapter 31 of California Building Code, 2022 edition.

C. Verification of Conditions:

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1. The locations shown on the Drawings are diagrammatic only and the exact finish location of equipment and materials cannot be indicated. Therefore, locations of all Work and equipment shall be verified to avoid interferences, preserve head room and keep openings and passageways clear. Changes shall be made in locations of equipment and materials which may be necessary to accomplish these purposes.

D. Preliminary Operations and Testing:

1. Motor driven equipment shall be tested for correct rotation and completion of all connections.

1.03 SUBMITTALS AND SUBSTITUTIONS

A. Provide submittals in conformance with the requirements of Section 01 33 00. Requests for substitutions shall conform with requirements of Article 1.10.A of Section 13 11 00.

B. Required submittals include:

1. Conduit and Fittings as specified in Article 2.02 of this Section.
2. Panelboards as specified in Article 2.08 of this Section.
3. Circuit Breakers as specified in Article 2.09 of this Section.
4. Motor Starters as specified in Article 2.12 and 2.13 of this Section.
5. Fuses as specified in Article 2.15 of this Section.
6. Time Clocks as specified in Article 2.16 of this Section.
7. Ground Fault Circuit Interrupters as specified in Article 2.17 of this Section.
8. NEMA Type 4x corrosion resistant UL 50, 50E & NEMA 250 rating for enclosures, cabinets and boxes as specified in Article 2.11 & 2.18 of this Section.

C. Submit proof of qualifications as specified in Article 1.02.A of this Section.

1.04 PRODUCT HANDLING

A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.

B. Storage: Store all materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.

C. Protection: Use all means necessary to protect swimming pool electrical materials before, during, and after installation and to protect the installed Work specified in other Sections.

PART 2 PRODUCTS

2.01 MATERIALS, GENERAL

A. Materials shall be new, in unbroken packages and bear the U.L. label of approval.

B. Equipment of one type shall be by same manufacturer. One type of equipment for

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classifications such as:

1. Switchboards, panels, buss duct, disconnect switches and allied items.
2. Conduit.
3. Wire.
4. Conduit fittings.
5. Fixtures of the same general type.
6. Wiring devices.

2.02 CONDUIT AND FITTINGS

A. Conduit within or under buildings or where exposed outdoors shall be rigid metal threaded, hot dipped galvanized, or U.L. approved plastic except where noted otherwise on the Drawings. Metallic conduit shall be of the same metal between outlets or terminals.

B. Use flexible metallic conduit only for short connections of motors and where specifically called for on Drawings. Maximum length shall be 40". Use only liquid tight flexible metal conduit. Install an unbroken #12 AWG insulated copper grounding conductor in each liquid tight flexible conduit with permanent connection at motor junction box and service panel ground.

C. Protect, before installation, metallic conduit runs in all slabs laid on grade or in contact with the earth or exposed in damp locations, with two (2) heavy coats of asphaltum rust-resisting compound.

D. Encase conduits 2-1/2" or larger run underground, outside, or under buildings, in concrete envelopes a minimum of 3" thick, except as indicated otherwise on Drawings or stubouts. Conduits 2 and smaller laid 18" below finish surface in soil.

E. Low voltage runs underground outside buildings, 1-1/4" or smaller, may be G.I. or sherardized steel conduit, with machine applied wrapping equal to double wrap or Scotch-Wrap #50 tape, half lapped and quadrupled at joints in lieu of concrete encasement.

F. Service conduits through foundations or concrete members shall run through metal sleeves with adequate clearances for full movement of the conduit. Do not run conduits through footings.

G. Secure conduits run exposed on surfaces with one hole heavy-duty straps or fasten with matching fittings to inserts or trapezes, parallel to building walls and ceilings.

H. Cap all conduit or duct stub-outs with standard factory caps; except cap threaded steel conduit with B.I. water pipe caps in outdoor locations.

I. Use conduit fittings as manufactured by Crouse-Hinds Company, Appleton Electric Co., or approved equal.

J. Employ U.L. liquid tight fittings for use with liquid tight flexible metal conduit.

K. Use unions as manufactured by Appleton, O-Z/Gedney, or approved equal. The use of running threads will not be permitted.

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L. Exposed conduit and fittings in chemical rooms shall be nonmetallic rigid polyvinyl chloride, corrosion resistant rated suitable for installation in corrosive environments and in accordance with the latest NEC requirements.

2.03 EQUIPOTENTIAL BONDING/GROUNDING

A. Bond together and ground to a common ground at a single point all metallic conduit, piping systems, pool reinforcing steel, metal parts of ladders, lifeguard stands, handrails and their supports and the like. The solid copper bonding conductor shall not be smaller than #8 copper. Provide equipotential bonding per Article 680 of the National Electrical Code. In instances where no deck reinforcement is present, Contractor shall provide a minimum of three feet of equipotential bonding material in conformance with Code. All bonding items shall be inspected prior to concrete pour.

2.04 WIRING CONNECTIONS

A. Make connections without strain on conductors, allowing the conductors to take a natural position after connections or taps are made. Include all strand of wire in making the connection.

B. Make connections for wiring by one of the following means:

1. Make all taps or connections to conductors with compression type connectors except those smaller than #8 B&S gauge may have soldered connections. Solderless connections for #10 AWG or smaller may be used and shall be "Scotchlok", Buchanan, or approved equal. For #8 AWG or larger, they shall be T&B "LockTite", Burndy "Versitaps", or approved equal.
2. All cable or conductor terminal lugs shall be Burndy "Quicklug", Ilsco, or approved equal. Two piece stamped lugs and solder lugs will not be approved.
3. Paint taped splices in damp or outdoor locations with two (2) coats of insulating paint.
4. Tag all branch circuit wires with circuit number at the panelboard and at each point of use with linen or plastic tags.

2.05 CONDUCTORS

A. Copper RHW or THW. Do not make splices between boxes.

2.06 COLOR CODING

A. Neutrals (identified conductors shall be white).

B. Phase conductors shall be red for phase B; blue for phase C.

C. Green shall be used for mechanical equipment and receptacle grounds only.

2.07 MOTOR WIRING

A. Make final connections to motors with the required AWG (Minimum #12), Flamenol machine

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tool wire, 19 strand. Control wiring for equipment shall be Flamenol machine tool wire, 19 strand of required AWG. Provide corrosion resistant junction boxes at each item of equipment to change from standard building wiring to machine tool wire.

B. Phase motors as proper in direction of rotation.

2.08 PANELBOARDS

A. Panelboards shall be flush or surface mounting as indicated with circuit breakers as shown on panel schedule, hinged lockable doors, index card holders and proper bussing.

B. Where indicated on the drawings, panelboards shall be furnished with subfeed breakers and/or lugs, split bussing, contractors, time switches, relays, etc., as required.

C. All panelboards shall be keyed alike.

D. All panelboard enclosures shall be corrosion resistant rated NEMA 4X in accordance with the latest NEC requirements.

E. Furnish corrosion resistant panelboard enclosures and terminal cabinets with Yale 46515 flush locks and LL806 keys except where indicated otherwise herein. Fasten the trim to panel boards and terminal cabinet by means of concealed, bolted or screwed fasteners accessible only when the door is open.

F. Panelboards 208/120 volt, three phase, 4 wire, S/N or 120/240 volt, single phase, 3 wire, S/N.

Panelboard types as manufactured by:	
Westinghouse	Type B10B
General Electric	Type NLAB
Square D	Type NQOB

G. Panelboards for 480/277 volt, three panes, 4 wire, S/N.

Panelboard types as manufactured by:	
Westinghouse	Type Pow-R-Line 2
General Electric	Type AE
Square D	Type NEHB
Sylvania	Type NH1B
I.T.E.	Type Approved Equal

H. Panelboard for bussing sizes thru 400 amp shall be 20" wide surface mounted type. Recess mounted type shall have a 20" wide (maximum) recess metal enclosure with trim plate cover extending 1" on all sides of enclosure. Depth shall be 5-3/4" nominal. Height of panel as required for devices.

I. Provide 6" additional gutter space in all panels where double lugs are required, or where cable size exceeds bus size. Minimum bottom gutter space shall be 6" high. 12" additional gutter space may be required for aluminum feeders where used.

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J. Panelboards shown on the drawings with relays, time clocks or other control devices shall have a separate metal barriered compartment mounted above panel with separate hinged locking door to match panelboard. Provide mounting sub-base in cabinet for control devices and wiring terminal strips.

K. Panelboard shall have a circuit index card holder removable type, with clear plastic cover. Index card shall have numbers imprinted to match circuit breaker numbers.

2.09 CIRCUIT BREAKERS

A. Breakers shall have a minimum short circuit interrupting rating of 10,000A symmetrical for panelboard voltage thru 240 volt and 14000A for panelboards thru 600 volts or as specified on the drawings. In no case shall the interrupting rating be less than the bus withstand rating unless noted otherwise on the drawings.

B. Circuit breakers as manufactured by the following companies only are acceptable:

1. General Electric Company
2. Square D Company
3. Westinghouse Company
4. I.T.E. Company

C. Circuit breakers shall be arranged in the panels so that the breakers of the proper trip settings and numbers correspond to the numbering in the panel schedules on the drawings. Circuit numbers of breakers shall be black-on-white micarta tabs or other previously approved method. Circuit number tabs which can readily be changed from front of panel will not be accepted. Circuit number tabs shall not be attached to or be a part of the breaker.

D. Where two or three pole breakers occur in the panels, they shall be common trip units. Single pole breakers with tie-bar between handles will not be accepted.

E. All circuit breakers shall be padlockable in the "off" position. Locking facilities shall be riveted or mechanically attached to the circuit breaker (submit sample for approval). Other means of attachment shall not be accepted without prior written approval of Architect.

F. Where branch circuit breakers supply the power to motors and signal systems, the breakers shall be furnished with lockout clips, mounted in the "on" position. The breakers shall be able to trip automatically with lockout clips in place.

G. Panelboard circuit breakers shall be bolt-on type.

2.10 BUSSING

A. Bussing shall be rectangular cross section copper, or full length silver or tin-plated aluminum.

B. Bussing shall be braces to withstand symmetrical short circuit ratings as follows or as noted on drawings. In no case shall bus short circuit bracing be less than specified circuit breakers.

C. Each panelboard shall be equipped with a ground bus secured to the interior of the enclosure.

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The bus shall have a separate lug for each ground conductor. No more than one conductor shall be installed per lug.

2.11 POOL MECHANICAL EQUIPMENT ENCLOSURES, TERMINAL CABINETS & MISC CABINETS

A. All pool mechanical equipment enclosures, terminal cabinets and miscellaneous cabinets in the pool mechanical room or chemical storage rooms shall be corrosion resistant rated in accordance with the latest NEC requirements. Enclosures and all cabinets shall be flush mounted (except where noted a surface) of the size indicated on the drawings, and complete with hinged lockable doors and the number of 2-way screw terminals required for termination of all conductors. Terminal cabinet locks to operated form same key used for panelboards. The trim to terminal cabinets shall be fastened by means of concealed bolted or screwed fasteners accessible behind door to terminal cabinets. Terminal cabinets shall have 5/8" plywood backing.

B. Provide engraved nameplate on each enclosure and cabinet indicating its designation and system (i.e., Swimming Pool - Panel 'SP').

2.12 MOTOR CONTROL INDIVIDUAL STARTERS

A. Manual Motor Starters:

1. Provide flush or surface mounting manual motor starters with number of poles and size of thermal overload heaters as required for the motor being controlled (equipped with overload heaters, one for each motor lead). Back boxes shall be supplied with all flush mounting starters whether they are toggle type requiring only a 4" square outlet box or the larger type requiring a special box and cover designed to accept the particular unit. All box types shall be corrosion resistant rated in accordance with the latest NEC requirements.
2. Unless otherwise noted on the drawings, all manual starters for single phase motors, smaller than 1 h.p., shall be the compact toggle type. Manual starters for all single phase motors, 1 to 5 h.p., and all three phase motors up to 5 h.p. shall be the heavy duty type.
3. Where manual motor starter is shown with pilot light, the pilot light shall be installed in a separate outlet box adjacent to the starter outlet, and engraved nameplate in indicate function of pilot light.
4. The following motor starters as manufactured by:

Manufacturer	Single Phase 1HP and Below	Others
Arrow Hart	Type RL	Type LL
General Electric	CR 101	Class CR 1062
I.T.E.	Class C10, C11 or C12	Class C20
Square D Company	Class 2510, Type A	Class 2510, Type B & C
Westinghouse	Type MS	Type A100
Allen Bradley	Approved Equal	Approved Equal.

B. Individual Magnetic Motor Starters:

1. Magnetic motor starters shall be A.C. line voltage, across-the-line units in a corrosion resistant rated enclosure in accordance with the latest NEC requirements.
2. All starters located outside of a building whether or not indicated shall be W.P.

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(weatherproof), and all starters noted W.P. shall be furnished in a corrosion resistant rated stainless steel enclosure in accordance with the latest NEC requirements.

3. Starter shall be horsepower rated for the motor controlled, and shall be equipped with properly sized overload elements. Every pole shall be with overload element.
4. Verify the exact motor current and voltage characteristics with the Contractor supplying the motor before installation of a starter.
5. Each starter shall be equipped with "Hand-Off-Auto" switch or stop-start pushbutton as required.
6. Coils shall be designed to operate on voltage indicated on control diagrams and have built-in-under the voltage release for coil circuit to drop motor starter off the line when the line voltage drops below normal operating voltage.
7. The coil control circuit shall be independently fused, sized to protect coil.
8. Starters to be equipped with running pilot light indication with a "Push-to-Test" feature.
9. Magnetic starters shall have a minimum of two auxiliary contacts. Additional auxiliary contacts shall be provided as required to comply with the requirements of the wiring diagrams on the electrical and mechanical drawings and the description of the function in the Mechanical Section of the Specifications.
10. Starters shall comply with NEMA standards, size and horsepower ratings as indicated on drawings.
11. The following types of magnetic motor starters as manufactured by:

Manufacture	Type
General Electric	Class CR 106
I.T.E.	Class A20
Square D Company	Class 8536
Westinghouse	Type A200 (Size 4 Max.) or Class II-200 (Sizes 5-8)

2.13 INDIVIDUAL COMBINATION MOTOR STARTERS

A. Combination starter shall incorporate fused disconnect switch and individual magnetic motor starter. Combination starters shall be mounted in a corrosion resistant rated enclosure in accordance with the latest NEC requirements.

B. Starters shall comply with NEMA standards, size and horsepower ratings as indicated on drawings General Electric, Square D, Westinghouse or I.T.E.

B. The disconnect handle used on combination starters shall control the disconnect device with the door opened or closed. The disconnect handle shall be clearly marked as to whether the disconnect device is "ON" or "OFF", and shall include a two-color handle grip, the black side visible in the "OFF" position indicating a safe condition, and the red side visible in the "ON" position indicating an unsafe or danger condition.

C. All starters used in combination starters shall be manufactured in accordance with the latest published NEMA standards, sizes, and horsepower ratings. These starters shall be furnished with three melting alloy type thermal overload relays.

D. Thermal units shall be of one-piece construction and interchangeable. The starter shall be inoperative if a thermal unit is removed.

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2.14 MOTOR CONTROL CENTER, INTERLOCKS AND CONTROL DEVICES

A. Refer to mechanical and plumbing drawings and specifications and provide all control devices including timeswitches, relays and interconnection of starters as required.

B. Mount all relays and timeswitches in a separate compartment in motor control center unless otherwise indicated.

C. Whether shown on mechanical and plumbing drawings or control center schedules or not, where motors are controlled by external devices (i.e., thermostats, relays, float or pressure switches, etc.) or interlocked with other motors, each motor starter to be equipped with a "Hand-Off-Auto" selector switch in starter cover. Other starters equipped with a "Start' Stop" pushbutton station in starter cover. The Contractor shall be responsible to submit a complete and detailed set of shop drawings, electrical schematic design along with electrical component cut sheets from the MCC panel or the interlock control device manufacturer. RSD Total Control: Allan Pearson 949-380-7878, South Coast Controls: Anthony Ellis 714-998-5656, H2O Integration Controls, Mike Macri, 253-244-1576 or approved equal.

2.15 FUSES

A. Fuses shall be dual element, current limiting type, U.L. Class RK5 unless otherwise indicated on the drawings. Provide one spare set of fuses of each size and type in each motor control center.

2.16 TIME CLOCKS

A. Time clocks shall be provided for all underwater lighting systems and swimming pool circulation pumps not controlled by filter microprocessors.

B. Contacts shall have a minimum rating of 40 amperes at 277V.

C. Timing motor shall be heavy duty synchronous, self starting, high torque type, and shall be rated at 120, 208, 240, 277 volt 60 Hz.

D. Motor shall operate normally at temperature range of -60 degrees Fahrenheit to +120 degrees Fahrenheit.

E. Dial shall be 3" diameter, clearly calibrated with day/night zones and 24 hour rotation, with gear to provide one revolution yearly which automatically varies the on/off settings each day according to seasonal changes. Day and month of the year shall show clearly through calendar window on the dial.

F. Time clocks shall be equipped with 7-spoke omitting wheel marked with days of the week.

G. Time clocks shall be housed in a corrosion resistant rated enclosure in accordance with the latest NEC requirements.

H. Acceptable manufacturers are Intermatic, Tork, Paragon, or approved equal.

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2.17 GROUND FAULT CIRCUIT INTERRUPTERS

A. Minimum rating shall be 20 amperes, 125V, 5 milliampere trip setting, Class A per UL943.

B. Manufacturer to be Crouse-Hinds, Leviton, or approved equal.

2.18 BOXES

A. Boxes shall be of the size required by ordinances or larger, must be corrosion resistant in accordance with the latest NEC requirements where concealed or exposed on ceilings or walls.

B. Outlets to be surface where wiring is exposed and flush in areas where conduit is concealed.

B. Provide surface outlets with proper corrosion resistant surface covers. Box and cover shall be deep enough to provide at least 1/4" clearance between back of device and back of box. Where box contains more than one device, use a corrosion resistant rated gang box with proper cover in accordance with the latest NEC requirements. Surface outlet boxes shall be of the threaded hub type wherever below 8'0".

C. If necessary for cable installation, additional pull boxes or junction boxes may be installed in accessible locations. Exposed pull boxes and junction boxes shall be corrosion resistant rated in accordance with the latest NEC requirements.

E. Where exposed to weather pull boxes larger than outlet boxes are required, galvanized code gauge sheet steel boxes may be used with covers attached by brass machine screws may be used. Boxes exposed to the weather shall be approved for the purpose, and conduit entrances shall be on the bottom made by means of an interchangeable hub with gasket and adapter nut. Pull boxes not shown on Drawings may be added only after approval of size and location is obtained.

F. For outlets exposed to weather or where noted, cast outlet boxes shall be Crouse-Hinds, Appleton, or approved equal. Boxes shall have proper number and size hubs. Device plates, covers, adapters and boxes shall be as manufactured by Crouse-Hinds, Appleton, or approved equal.

G. Exposed junction boxes, outlet boxes and pull boxes for pool chemical rooms shall be non - metallic suitable for a corrosive environment and in accordance with the latest NEC requirements.

2.19 IDENTIFICATION MARKINGS

A. Plainly mark all motor and electrical appliance control equipment indicating the equipment controlled with engraved metal tags.

B. Provide laminated plastic nameplates on panelboards on the outside of the door at the top indicating panel designation and feeder source.

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C. Provide laminated plastic nameplates on distribution switchboards and motor control centers at the top center indicating panel designation and feeder source.

D. Identify each distribution switchboard and motor control center circuit breaker with a laminated plastic nameplate indicating its' use.

E. Type panelboard directories on the forms provided with the equipment, indicating the use of each branch circuit breaker.

F. Fasten all laminated plastic nameplates to surfaces with two (2) or more screws.

PART 3 EXECUTION

3.01 INSPECTION

A. Verify conditions at the Project site before submitting bid. Be responsible for providing all necessary wiring for the new electrical systems. Wherever wiring is being disrupted due to remodeling or changes, reconnect existing and provide new wiring circuits to accomplish a fully operable system at no additional cost to the Owner.

3.02 COORDINATION

A. The Drawings are essentially diagrammatic and indicate the desired location, size, routes, connection points, etc., and are to be followed as closely as possible. Proper judgment must be exercised in executing the Work so as to provide the best possible installation in the available space and to overcome difficulties, limitations or interference wherever encountered. Be responsible for the correct placement of this Work, the proper location and connection in relation to Work of other trades, for determining the exact location of all conduits, outlets and equipment, and for installing the conduits in such a manner as to conform to the structure, avoid obstruction, preserve headroom and keep openings and passageways clear. Particular attention is directed to the close coordination required on exposed Work. Locations shown on Architectural or Mechanical Drawings if different than those shown on Electrical Drawings should be communicated to the Owner's Representative in writing for clarification.

3.03 INSTALLATION

A. Trenching and Backfill: Conform with requirements of Section 131101. Provide minimum cover as required by Code.

B. Conduit Installation:

1. Conduit and metallic raceway systems shall be mechanically and electrically continuous from sources of current to all outlets in a manner to provide a continuous grounding path. Close ends of conduit during construction to prevent entrance of dirt or moisture.
2. Securely fasten conduit to the building construction within three feet of each outlet and within every ten feet thereafter. Secure it to boxes, cabinets, pull boxes, terminals with two locknuts and ends equipped with bushings or a terminal fitting. Cut square with ends

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carefully reamed.

3. Make bends or elbows so that the conduit will not be injured or flattened.
4. Use insulated metallic bushings in all places where bushings are required.
5. Run exposed conduits level or plumb and parallel to the construction members of the building. No cutting across or diagonal runs will be permitted. Neatly surmount structural obstructions encountered on conduit runs by the use of fittings or pull boxes.
6. Identify feeder conduits by stamped metal tags secured to exposed section of conduit in main or sub-panels.
7. Make up all threaded conduit joints gas and watertight with conductive sealer except conduit above ground in dry indoor locations.
8. Rigidly support all boxes independently of the conduit system.

C. Connections to Equipment:

1. Fully connect, in an approved manner, all electrical outlets, apparatus, motors, equipment, fixtures, wiring devices and appliances whether they are installed under the Electrical Contract or not, which require electrical connections, to the corresponding electrical system outlet.
2. Where the Work of this Section requires connections to be made to equipment that is furnished and set-in-place under other Sections, obtain such roughing-in dimensions from the manufacturer or supplier of each item as required and assume full responsibility for the installation of the connections thereto.

3.04 ADJUSTMENT AND CLEAN-UP

A. Preliminary Operation: Should the Owner's Representative deem it necessary to operate the electrical installation or any part thereof prior to Substantial Completion of the Work, consent to such preliminary operation and supervise conduction of same. Subcontractor shall pay all costs occasioned by such operation. Preliminary operation shall not be construed as an acceptance of any Work installed under this Contract.

B. Clean-up: Upon completion of the Work of this Section, immediately remove all swimming pool electrical materials, debris and rubbish occasioned by this Work to the approval of the Owner's Representative.

END OF SECTION

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SECTION 23 05 29

HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal pipe hangers and supports.
2. Thermal-hanger shield inserts.
3. Fastener systems.
4. Equipment supports.

B. Related Requirements:
1. Section 230548 "Vibration and Seismic Controls for HVAC"] [Section 230548.13 "Vibration Controls for HVAC" for vibration isolation devices.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.

1.4 QUALITY ASSURANCE

A. Structural-Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code, Section IX.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7

1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

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3. Design seismic-restraint hangers and supports for piping and equipment

2.2 METAL PIPE HANGERS AND SUPPORTS

A. Carbon-Steel Pipe Hangers and Supports:

1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Galvanized Metallic Coatings: Pregalvanized, hot-dip galvanized, or electro-galvanized.
3. Nonmetallic Coatings: Plastic coated, or epoxy powder-coated.
4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel

B. Stainless Steel Pipe Hangers and Supports:

1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
3. Hanger Rods: Continuous-thread rod, nuts, and washer made of stainless steel

C. Copper Pipe and Tube Hangers:

1. Description: MSS SP-58, Types 1 through 58, copper-plated steel, factory-fabricated components.
2. Hanger Rods: Continuous-thread rod, nuts, and washer made of stainless steel

2.3 THERMAL-HANGER SHIELD INSERTS

A. Insulation-Insert Material for Cold Piping: ASTM C552, Type II cellular glass with 100-psi or ASTM C591, Type VI, Grade 1 polyisocyanurate with 125-psi minimum compressive strength and vapor barrier.

B. Insulation-Insert Material for Hot Piping: Water-repellent-treated, ASTM C533, Type I calcium silicate with 100-psi ASTM C552, Type II cellular glass with 100-psi or ASTM C591, Type VI, Grade 1 polyisocyanurate with 125-psi minimum compressive strength.

C. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.

D. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.

E. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.4 FASTENER SYSTEMS

A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

B. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

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2.5 EQUIPMENT SUPPORTS

A. Description: Welded, shop- or field-fabricated equipment support made from structural carbon-steel shapes.

2.6 MATERIALS

A. Aluminum: ASTM B221

B. Carbon Steel: ASTM A1011/A1011M.

C. Structural Steel: ASTM A36/A36M, carbon-steel plates, shapes, and bars; black and galvanized.

D. Stainless Steel: ASTM A240/A240M.

E. Grout: ASTM C1107/C1107M, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.

1. Properties: Nonstaining, noncorrosive, and nongaseous.
2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.

B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb

3.2 INSTALLATION OF HANGERS AND SUPPORTS

A. Metal Pipe-Hanger Installation: Comply with MSS SP-58. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.

B. Fiberglass Pipe-Hanger Installation: Comply with applicable portions of MSS SP-58. Install hangers and attachments as required to properly support piping from building structure.

C. Framing System Installation: Metal. Arrange for grouping of parallel runs of piping, and support together on field-assembled strut systems.

D. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.

E. Fastener System Installation:

1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.

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2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.

F. Pipe Stand Installation:
1. Curb-Mounted-Type Pipe Stands: Assemble components or fabricate pipe stand and mount on permanent, stationary roof curb. See Section 077200 "Roof Accessories" for curbs.

G. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.

H. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

I. Install lateral bracing with pipe hangers and supports to prevent swaying.

J. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

K. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

L. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.

M. Insulated Piping:

1. Attach clamps and spacers to piping.

a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.

2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.

a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.

3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.

a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.

4. Shield Dimensions for Pipe: Not less than the following:

a. NPS 1/4 to NPS 3-1/2 (DN 8 to DN 90): 12 inches long and 0.048 inch thick.
b. NPS 4 (DN 100): 12 inches long and 0.06 inch thick.

5. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

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Not for Bidding

3.3 INSTALLATION OF EQUIPMENT SUPPORTS

A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.

B. Grouting: Place grout under supports for equipment and make bearing surface smooth.

C. Provide lateral bracing, to prevent swaying, for equipment supports.

3.4 METAL FABRICATIONS

A. Cut, drill, and fit miscellaneous metal fabrications for equipment supports.

B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.

C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.5 ADJUSTING

A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches

3.6 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils

B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780/A780M.

3.7 HANGER AND SUPPORT SCHEDULE

A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.

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B. Comply with MSS SP-58 for pipe-hanger selections and applications that are not specified in piping system Sections.

C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.

D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

E. Use carbon-steel pipe hangers and supports and attachments for general service applications.

F. Use stainless steel pipe hangers and fiberglass pipe hangers and fiberglass strut systems and stainless steel or corrosion-resistant attachments for hostile environment applications.

G. Use copper-plated pipe hangers and copper or stainless steel attachments for copper piping and tubing.

H. Use padded hangers for piping that is subject to scratching.

I. Use thermal-hanger shield inserts for insulated piping and tubing.

J. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30
2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of up to 1050 deg F, pipes NPS 4 to NPS 24, requiring up to 4 inches of insulation.
3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes NPS 3/4 to NPS 36, requiring clamp flexibility and up to 4 inches of insulation.
4. Steel Pipe Clamps (MSS Type 4): For suspension of cold and hot pipes NPS 1/2 to NPS 24 if little or no insulation is required.
5. Pipe Hangers (MSS Type 5): For suspension of pipes NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.
6. Adjustable, Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of noninsulated, stationary pipes NPS 3/4 to NPS 8.
7. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
8. Adjustable Band Hangers (MSS Type 9): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
9. Adjustable, Swivel-Ring Band Hangers (MSS Type 10): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
10. Split Pipe Ring with or without Turnbuckle Hangers (MSS Type 11): For suspension of noninsulated, stationary pipes NPS 3/8 to NPS 8.
11. Extension Hinged or Two-Bolt Split Pipe Clamps (MSS Type 12): For suspension of noninsulated, stationary pipes NPS 3/8 to NPS 3.
12. U-Bolts (MSS Type 24): For support of heavy pipes NPS 1/2 to NPS 30.
13. Clips (MSS Type 26): For support of insulated pipes not subject to expansion or contraction.
14. Pipe Saddle Supports (MSS Type 36): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate.
15. Pipe Stanchion Saddles (MSS Type 37): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate, and with U-bolt to retain pipe.

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16. Adjustable Pipe Saddle Supports (MSS Type 38): For stanchion-type support for pipes NPS 2-1/2 to NPS 36 if vertical adjustment is required, with steel-pipe base stanchion support and cast-iron floor flange.
17. Single-Pipe Rolls (MSS Type 41): For suspension of pipes NPS 1 to NPS 30, from two rods if longitudinal movement caused by expansion and contraction might occur.
18. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes NPS 2-1/2 to NPS 24, from single rod if horizontal movement caused by expansion and contraction might occur.
19. Complete Pipe Rolls (MSS Type 44): For support of pipes NPS 2 to NPS 42 if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is unnecessary.
20. Pipe Roll and Plate Units (MSS Type 45): For support of pipes NPS 2 to NPS 24 if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is unnecessary.
21. Adjustable Pipe Roll and Base Units (MSS Type 46): For support of pipes NPS 2 to NPS 30 if vertical and lateral adjustment during installation might be required in addition to expansion and contraction.

K. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers NPS 3/4 to NPS 24 if longer ends are required for riser clamps.

L. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
3. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
4. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
5. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F piping installations.

M. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction, to attach to top flange of structural shape.
3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
6. C-Clamps (MSS Type 23): For structural shapes.
7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.

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11. Malleable-Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
12. Welded-Steel Brackets: For support of pipes from below or for suspending from above by using clip and rod. Use one of the following for indicated loads:

    a. Light (MSS Type 31): 750 lb
    b. Medium (MSS Type 32): 1500 lb
    c. Heavy (MSS Type 33): 3000 lb

13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
15. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where headroom is limited.

N. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel-Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.

O. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Restraint-Control Devices (MSS Type 47): Where indicated to control piping movement.
2. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches
3. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41, roll hanger with springs.
4. Spring Sway Braces (MSS Type 50): To retard sway, shock, vibration, or thermal expansion in piping systems.
5. Variable-Spring Hangers (MSS Type 51): Preset to indicated load and limit variability factor to 25 percent to allow expansion and contraction of piping system from hanger.
6. Variable-Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25 percent to allow expansion and contraction of piping system from base support.
7. Variable-Spring Trapeze Hangers (MSS Type 53): Preset to indicated load and limit variability factor to 25 percent to allow expansion and contraction of piping system from trapeze support.
8. Constant Supports: For critical piping stress and if necessary to avoid transfer of stress from one support to another support, critical terminal, or connected equipment. Include auxiliary stops for erection, hydrostatic test, and load-adjustment capability. These supports include the following types:

    a. Horizontal (MSS Type 54): Mounted horizontally.
    b. Vertical (MSS Type 55): Mounted vertically.
    c. Trapeze (MSS Type 56): Two vertical-type supports and one trapeze member.

P. Comply with MSS SP-58 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.

Q. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

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END OF SECTION 230529

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SECTION 23 05 48

VIBRATION AND SEISMIC CONTROLS FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Elastomeric isolation pads.
2. Elastomeric isolation mounts.
3. Elastomeric hangers.
4. Post-installed concrete anchors.
5. Concrete inserts.

B. Related Requirements:
1. Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment" for devices for plumbing equipment and systems.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Seismic-Restraint Device Load Ratings: Devices to be tested and rated in accordance with applicable code requirements and authorities having jurisdiction. Devices to be listed by a nationally recognized third party that requires periodic follow-up inspections and has a listing directory available to the public. Provide third-party listing by one or more of the following: an agency acceptable to authorities having jurisdiction

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Consequential Damage: Provide additional seismic restraints for suspended HVAC components or anchorage of floor-, roof-, or wall-mounted HVAC components as indicated in ASCE/SEI 7-05

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so that failure of a non-essential or essential HVAC component will not cause failure of any other essential architectural, mechanical, or electrical building component.

B. Fire/Smoke Resistance: Seismic-restraint devices that are not constructed of ferrous metals must have a maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested by an NRTL in accordance with ASTM E84 or UL 723, and be so labeled.

C. Component Supports:

1. Load ratings, features, and applications of all reinforcement components must be based on testing standards of a nationally recognized testing agency.
2. All component support attachments must comply with force and displacement resistance requirements of ASCE 7-05 Section 13.6

2.2 ELASTOMERIC ISOLATION PADS

A. Elastomeric Isolation Pads:

1. Fabrication: Single or multiple layers of sufficient durometer stiffness for uniform loading over pad area.
2. Size: Factory or field cut to match requirements of supported equipment.
3. Pad Material: Oil and water resistant with elastomeric properties. Neoprene rubber, silicone rubber, or other elastomeric material.
4. Surface Pattern: Smooth, ribbed, or waffle pattern.

2.3 ELASTOMERIC ISOLATION MOUNTS

A. Double-Deflection, Elastomeric Isolation Mounts:

1. Mounting Plates:

a. Top Plate: Encapsulated steel load transfer top plates, factory drilled and threaded with threaded studs or bolt
b. Baseplate: Encapsulated steel bottom plates with holes provided for anchoring to support structure.

2. Elastomeric Material: Molded, oil- and water-resistant neoprene rubber, silicone rubber, or other elastomeric material.

2.4 RESTRAINED ELASTOMERIC ISOLATION MOUNTS

A. Restrained Elastomeric Isolation Mounts:

1. Description: All-directional isolator with seismic restraints containing two separate and opposing elastomeric elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.

a. Housing: Cast-ductile iron or welded steel.
b. Elastomeric Material: Molded, oil-resistant rubber, neoprene, or other elastomeric material.

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2.5 ELASTOMERIC HANGERS

A. Elastomeric Mount in a Steel Frame with Upper and Lower Steel Hanger Rods:

1. Frame: Steel, fabricated with a connection for an upper threaded hanger rod and an opening on the underside to allow for a maximum of 30 degrees of angular lower hanger-rod misalignment without binding or reducing isolation efficiency.
2. Damping Element: Molded, oil-resistant rubber, neoprene, or other elastomeric material with a projecting bushing for the underside opening preventing steel to steel contact.

2.6 POST-INSTALLED CONCRETE ANCHORS

A. Mechanical Anchor Bolts:

1. Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength for anchor and as tested according to ASTM E488/E488M.

B. Provide post-installed concrete anchors that have been prequalified for use in wind-load applications. Post-installed concrete anchors must comply with all requirements of ASCE/SEI 7-05, Ch. 13

1. Prequalify post-installed anchors in concrete in accordance with ACI 355.2 or other approved qualification testing procedures.
2. Prequalify post-installed anchors in masonry in accordance with approved qualification procedures.

C. Expansion-type anchor bolts are not permitted for equipment in excess of 10 hp that is not vibration isolated.

1. Undercut expansion anchors are permitted.

2.7 CONCRETE INSERTS

A. Provide preset concrete inserts that are seismically prequalified in accordance with ICC-ES AC466 testing.

B. Comply with ANSI/MSS SP-58.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Multiple Pipe Supports: Secure pipes to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.

Indicate on Drawings, in schedules, or a combination of both, the locations where hanger rods for individual pipes and hanger rods for trapeze hangers require hanger-rod stiffeners.

B. Hanger-Rod Stiffeners: Install where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.

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C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength is adequate to carry present and future static and seismic loads within specified loading limits.

3.2 INSTALLATION OF VIBRATION-CONTROL AND SEISMIC-RESTRAINT DEVICES

A. Provide vibration-control devices for systems and equipment where indicated in Equipment Schedules or Vibration-Control Devices Schedules, where indicated on Drawings, or where Specifications indicate they are to be installed on specific equipment and systems.

B. Provide seismic-restraint devices for systems and equipment where indicated in Equipment Schedules or Seismic-Restraint Devices Schedules, where indicated on Drawings, where Specifications indicate they are to be installed on specific equipment and systems, and where required by applicable codes.

C. Coordinate location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork specified in Section 033000 "Cast-in-Place Concrete."

D. Installation of vibration isolators must not cause any change of position of equipment, piping, or ductwork resulting in stresses or misalignment.

E. Comply with requirements in Section 077200 "Roof Accessories" for installation of roof curbs, equipment supports, and roof penetrations.

F. Equipment Restraints:

1. Install seismic snubbers on HVAC equipment mounted on vibration isolators. Locate snubbers as close as possible to vibration isolators and bolt to equipment base and supporting structure.
2. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch
3. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction that provides required submittals for component.

G. Piping Restraints:

1. Comply with requirements in MSS SP-127.
2. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
3. Brace a change of direction longer than 12 feet

H. Ductwork Restraints:

1. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."
2. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
3. Brace a change of direction longer than 12 feet
4. Select seismic-restraint devices with capacities adequate to carry static and seismic loads.
5. Install cable restraints on ducts that are suspended with vibration isolators.

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I. Install seismic-restraint cables so they do not bend across edges of adjacent equipment or building structure.

J. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction that provides required submittals for component.

K. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.

L. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.

M. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.

N. Mechanical Anchor Bolts:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge-Type Anchor Bolts: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors to be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Set anchors to manufacturer's recommended torque, using a torque wrench.
5. Install zinc-coated steel anchors for interior and stainless steel anchors for exterior applications.

3.3 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

A. Provide flexible connections in piping systems where they cross structural seismic joints and other point where differential movement may occur. Provide adequate flexibility to accommodate differential movement as determined in accordance with ASCE/SEI 7. Comply with requirements in Section 232113 "Hydronic Piping" and Section 232116 "Hydronic Piping Specialties" for piping flexible connections.

3.4 ADJUSTING

A. Adjust isolators after system is at operating weight.

B. Adjust limit stops on restrained-spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Tests and Inspections:

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1. Perform tests and inspections
2. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
3. Schedule test with Owner before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.
4. Obtain Owner Representative approval before transmitting test loads to structure. Provide temporary load-spreading members.
5. Test no fewer than four of each type and size of installed anchors and fasteners selected by Owner Representative.
6. Test to 90 percent of rated proof load of device.
7. Measure isolator restraint clearance.
8. Measure isolator deflection.
9. Verify snubber minimum clearances.

C. Remove and replace malfunctioning units and retest as specified above.

D. Units will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports.

END OF SECTION 230548

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SECTION 23 05 93

TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Testing, adjusting, and balancing of equipment.
2. Testing, adjusting, and balancing of existing HVAC systems and equipment.
3. HVAC-control system verification.

1.2 DEFINITIONS

A. AABC: Associated Air Balance Council.

B. NEBB: National Environmental Balancing Bureau.

C. TAB: Testing, adjusting, and balancing.

D. TABB: Testing, Adjusting, and Balancing Bureau.

E. TAB Specialist: An independent entity meeting qualifications to perform TAB work.

F. TDH: Total dynamic head.

G. UFAD: Underfloor air distribution.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: Within 30 days of Contractor's Notice to Proceed, submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.

B. Contract Documents Examination Report: Within 30 days of Contractor's Notice to Proceed, submit the Contract Documents review report, as specified in Part 3.

C. Strategies and Procedures Plan: Within 30 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures, as specified in "Preparation" Article.

D. System Readiness Checklists: Within 30 days of Contractor's Notice to Proceed, submit system readiness checklists, as specified in "Preparation" Article.

E. Examination Report: Submit a summary report of the examination review required in "Examination" Article.

F. Certified TAB reports.

G. Sample report forms.

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H. Instrument calibration reports, to include the following:

1. Instrument type and make.
2. Serial number.
3. Application.
4. Dates of use.
5. Dates of calibration.

1.4 QUALITY ASSURANCE

A. TAB Specialists Qualifications, Certified by NEBB or TABB:

1. TAB Field Supervisor: Employee of the TAB specialist and certified by NEBB or TABB.
2. TAB Technician: Employee of the TAB specialist and certified by NEBB or TABB

B. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."

C. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."

D. Code and AHJ Compliance: TAB is required to comply with governing codes and requirements of authorities having jurisdiction.

1.5 FIELD CONDITIONS

A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.

B. Examine installed systems for balancing devices, such as test ports, gauge cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.

C. Examine the approved submittals for HVAC systems and equipment.

D. Examine design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems output, and statements of philosophies and assumptions about HVAC system and equipment controls.

E. Examine ceiling plenums and underfloor air plenums used for HVAC to verify that they are properly separated from adjacent areas and sealed.

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F. Examine equipment performance data, including fan and pump curves.

1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.

G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.

H. Examine test reports specified in individual system and equipment Sections.

I. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, filters are clean, and equipment with functioning controls is ready for operation.

J. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.

K. Examine temporary and permanent strainers. Verify that temporary strainer screens used during system cleaning and flushing have been removed and permanent strainer baskets are installed and clean.

L. Examine control valves for proper installation for their intended function of isolating, throttling, diverting, or mixing fluid flows.

M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.

N. Examine system pumps to ensure absence of entrained air in the suction piping.

O. Examine operating safety interlocks and controls on HVAC equipment.

P. Examine control dampers for proper installation for their intended function of isolating, throttling, diverting, or mixing air flows.

Q. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

A. Prepare a TAB plan that includes the following:

1. Equipment and systems to be tested.
2. Strategies and step-by-step procedures for balancing the systems.
3. Instrumentation to be used.
4. Sample forms with specific identification for all equipment.

B. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:

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1. Airside:

    a. Verify that leakage and pressure tests on air distribution systems have been satisfactorily completed.
    b. Duct systems are complete with terminals installed.
    c. Volume, smoke, and fire dampers are open and functional.
    d. Clean filters are installed.
    e. Fans are operating, free of vibration, and rotating in correct direction.
    f. Variable-frequency controllers' startup is complete and safeties are verified.
    g. Automatic temperature-control systems are operational.
    h. Ceilings are installed.
    i. Windows and doors are installed.
    j. Suitable access to balancing devices and equipment is provided.

2. Hydronics:

    a. Verify leakage and pressure tests on water distribution systems have been satisfactorily completed.
    b. Piping is complete with terminals installed.
    c. Water treatment is complete.
    d. Systems are flushed, filled, and air purged.
    e. Strainers are pulled and cleaned.
    f. Control valves are functioning in accordance with the sequence of operation.
    g. Shutoff and balance valves have been verified to be 100 percent open.
    h. Pumps are started and proper rotation is verified.
    i. Pump gauge connections are installed directly at pump inlet and outlet flanges or in discharge and suction pipe prior to valves or strainers.
    j. Variable-frequency controllers' startup is complete and safeties are verified.
    k. Suitable access to balancing devices and equipment is provided.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

A. Perform testing and balancing procedures on each system in accordance with the procedures contained in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and in this Section.

B. Cut insulation, ducts, pipes, and equipment casings for installation of test probes to the minimum extent necessary for TAB procedures.

1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
2. Where holes for probes are required in piping or hydronic equipment, install pressure and temperature test plugs to seal systems.
3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish in accordance with Section 230713 "Duct Insulation," Section 230716 "HVAC Equipment Insulation," and Section 230719 "HVAC Piping Insulation."

C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

D. Take and report testing and balancing measurements in [inch-pound (IP)] [and] [metric (SI)] units.

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3.4 TESTING, ADJUSTING, AND BALANCING OF HVAC EQUIPMENT

A. Test, adjust, and balance HVAC equipment indicated on Drawings, including, but not limited to, the following:
   1. Fans and ventilators.

3.5 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

B. Prepare schematic diagrams of systems' Record drawings duct layouts.

C. For variable-air-volume systems, develop a plan to simulate diversity.

D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.

E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.

F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

G. Verify that motor starters are equipped with properly sized thermal protection.

H. Check dampers for proper position to achieve desired airflow path.

I. Check for airflow blockages.

J. Check condensate drains for proper connections and functioning.

K. Check for proper sealing of air-handling-unit components.

3.6 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.

   1. Measure total airflow.

      a. Set outside-air, return-air, and relief-air dampers for proper position that simulates minimum outdoor-air conditions.
      b. Where duct conditions allow, measure airflow by main Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses close to the fan and prior to any outlets, to obtain total airflow.
      c. Where duct conditions are unsuitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.

   2. Measure fan static pressures as follows:

      a. Measure static pressure directly at the fan outlet or through the flexible connection.
      b. Measure static pressure directly at the fan inlet or through the flexible connection.

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c. Measure static pressure across each component that makes up the air-handling system.
d. Report artificial loading of filters at the time static pressures are measured.

3. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.

B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows.

1. Measure airflow of submain and branch ducts.
2. Adjust submain and branch duct volume dampers for specified airflow.
3. Re-measure each submain and branch duct after all have been adjusted.

C. Adjust air inlets and outlets for each space to indicated airflows.

1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
2. Measure inlets and outlets airflow.
3. Adjust each inlet and outlet for specified airflow.
4. Re-measure each inlet and outlet after they have been adjusted.

D. Verify final system conditions.

1. Re-measure and confirm that minimum outdoor, return, and relief airflows are within design. Readjust to design if necessary.
2. Re-measure and confirm that total airflow is within design.
3. Re-measure all final fan operating data, speed, volts, amps, and static profile.
4. Mark all final settings.
5. Test system in economizer mode. Verify proper operation and adjust if necessary.
6. Measure and record all operating data.
7. Record final fan-performance data.

3.7 HVAC CONTROLS VERIFICATION

Coordinate requirements of this article with Project commissioning, and edit requirements to avoid duplication.

A. In conjunction with system balancing, perform the following:

1. Verify HVAC control system is operating within the design limitations.
2. Confirm that the sequences of operation are in compliance with Contract Documents.
3. Verify that controllers are calibrated and function as intended.
4. Verify that controller set points are as indicated.
5. Verify the operation of lockout or interlock systems.
6. Verify the operation of valve and damper actuators.
7. Verify that controlled devices are properly installed and connected to correct controller.
8. Verify that controlled devices travel freely and are in position indicated by controller: open, closed, or modulating.
9. Verify location and installation of sensors to ensure that they sense only intended temperature, humidity, or pressure.

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B. Reporting: Include a summary of verifications performed, remaining deficiencies, and variations from indicated conditions.

3.8 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS

A. Perform a preconstruction inspection of existing equipment that is to remain and be reused.

1. Measure and record the operating speed, airflow, and static pressure of each fan and equipment with fan(s).
2. Measure and record flows, temperatures, and pressures of each piece of equipment in each hydronic system. Compare the values to design or nameplate information, where information is available.
3. Measure motor voltage and amperage. Compare the values to motor nameplate information.
4. Check the refrigerant charge.
5. Check the condition of filters.
6. Check the condition of coils.
7. Check the operation of the drain pan and condensate-drain trap.
8. Check bearings and other lubricated parts for proper lubrication.
9. Report on the operating condition of the equipment and the results of the measurements taken. Report deficiencies.

B. TAB After Construction: Before performing testing and balancing of renovated existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished in accordance with renovation scope indicated by Contract Documents. Verify the following:

1. New filters are installed.
2. Coils are clean and fins combed.
3. Drain pans are clean.
4. Fans are clean.
5. Bearings and other parts are properly lubricated.
6. Deficiencies noted in the preconstruction report are corrected.

C. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.

1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
3. If calculations increase or decrease the airflow rates and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.
4. Balance each air outlet.

3.9 TOLERANCES

A. Set HVAC system's airflow rates and water flow rates within the following tolerances:

1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent. If design value is less than 100 cfm, within 10 cfm.

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2. Air Outlets and Inlets: Plus or minus 10 percent. If design value is less than 100 cfm, within 10 cfm

B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

3.10 PROGRESS REPORTING

A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for system-balancing devices. Recommend changes and additions to system-balancing devices, to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance-measuring and -balancing devices.

B. Status Reports: Prepare monthly progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

3.11 FINAL REPORT

A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.

1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
2. Include a list of instruments used for procedures, along with proof of calibration.
3. Certify validity and accuracy of field data.

B. Final Report Contents: In addition to certified field-report data, include the following:

1. Pump curves.
2. Fan curves.
3. Manufacturers' test data.
4. Field test reports prepared by system and equipment installers.
5. Other information relative to equipment performance; do not include Shop Drawings and Product Data.

C. General Report Data: In addition to form titles and entries, include the following data:

1. Title page.
2. Name and address of the TAB specialist.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's name and address.
7. Contractor's name and address.
8. Report date.
9. Signature of TAB supervisor who certifies the report.
10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
11. Summary of contents, including the following:

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a. Indicated versus final performance.
b. Notable characteristics of systems.
c. Description of system operation sequence if it varies from the Contract Documents.

12. Nomenclature sheets for each item of equipment.
13. Data for terminal units, including manufacturer's name, type, size, and fittings.
14. Notes to explain why certain final data in the body of reports vary from indicated values.
15. Test conditions for fans performance forms, including the following:

a. Settings for outdoor-, return-, and exhaust-air dampers.
b. Conditions of filters.
c. Cooling coil, wet- and dry-bulb conditions.
d. Heating coil, dry-bulb conditions.
e. Face and bypass damper settings at coils.
f. Fan drive settings, including settings and percentage of maximum pitch diameter.
g. Variable-frequency controller settings for variable-air-volume systems.
h. Settings for pressure controller(s).
i. Other system operating conditions that affect performance.

16. Test conditions for pump performance forms, including the following:

a. Variable-frequency controller settings for variable-flow hydronic systems.
b. Settings for pressure controller(s).
c. Other system operating conditions that affect performance.

D. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:

a. System identification.
b. Location.
c. Make and type.
d. Model number and size.
e. Manufacturer's serial number.
f. Arrangement and class.
g. Sheave make, size in inches, and bore.
h. Center-to-center dimensions of sheave and amount of adjustments in inches

2. Motor Data:

a. Motor make, and frame type and size.
b. Horsepower and speed.
c. Volts, phase, and hertz.
d. Full-load amperage and service factor.
e. Sheave make, size in inches, and bore.
f. Center-to-center dimensions of sheave and amount of adjustments in inches
g. Number, make, and size of belts.

3. Test Data (Indicated and Actual Values):

a. Total airflow rate in cfm
b. Total system static pressure in inches wg
c. Fan speed.
d. Discharge static pressure in inches wg
e. Suction static pressure in inches wg

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E. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:

1. Report Data:

a. System fan and air-handling-unit number.
b. Location and zone.
c. Traverse air temperature in deg F
d. Duct static pressure in inches wg
e. Duct size in inches
f. Duct area in sq. ft.
g. Indicated airflow rate in cfm
h. Indicated velocity in fpm
i. Actual airflow rate in cfm
j. Actual average velocity in fpm
k. Barometric pressure in psig

3.12 VERIFICATION OF TAB REPORT

A. The TAB specialist's test and balance engineer shall conduct the inspection in the presence of Construction Manager

B. Construction Manager shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to the lesser of either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day

C. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."

D. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the TAB shall be considered incomplete and shall be rejected.

E. If recheck measurements find the number of failed measurements noncompliant with requirements indicated, proceed as follows:

1. TAB specialists shall recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection. All changes shall be tracked to show changes made to previous report.
2. If the second final inspection also fails, Owner may pursue others Contract options to complete TAB work.

F. Prepare test and inspection reports.

3.13 ADDITIONAL TESTS

A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

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END OF SECTION 230593

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SECTION 23 07 13

DUCT INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes insulating the following duct services:
1. Indoor, concealed exhaust between isolation damper and penetration of building exterior.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products in accordance with ASTM E84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation, jacket materials, adhesive, mastic, tapes, and cement material containers with appropriate markings of applicable testing agency.

1. All Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

2.2 INSULATION MATERIALS

A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials are applied.

B. Products do not contain asbestos, lead, mercury, or mercury compounds.

C. Products that come in contact with stainless steel have a leachable chloride content of less than 50 ppm when tested in accordance with ASTM C871.

D. Insulation materials for use on austenitic stainless steel are qualified as acceptable in accordance with ASTM C795.

E. Foam insulation materials do not use CFC or HCFC blowing agents in the manufacturing process.

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F. Glass-Fiber Blanket: Glass fibers bonded with a thermosetting resin; suitable for maximum use temperature up to 450 deg F in accordance with ASTM C411. Comply with ASTM C553, Type II, and ASTM C1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.3 FIRE-RATED INSULATION SYSTEMS

A. Fire-Rated Blanket: High-temperature, flexible, blanket insulation with FSK jacket that is tested and certified to provide a 1-hour fire rating by an NRTL acceptable to authorities having jurisdiction.

2.4 ADHESIVES

A. Materials are compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

B. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

2.5 MASTICS AND COATINGS

A. Materials shall be compatible with insulation materials, jackets, and substrates.

B. Vapor-Retarder Mastic, Water Based, Interior Use: Suitable for indoor use on below ambient services.
1. Water-Vapor Permeance: Comply with ASTM C755, Section 7.2.2, Table 2, for insulation type and service conditions.
2. Service Temperature Range: Minus 20 to plus 180 deg F
3. Comply with MIL-PRF-19565C, Type II, for permeance requirements
4. Color: White

C. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.
1. Water-Vapor Permeance: ASTM E96/E96M, greater than 1.0 permat manufacturer's recommended dry film thickness.
2. Service Temperature Range: Minus 20 to plus 180 deg F
3. Color: White

2.6 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:
1. Materials are compatible with insulation materials, jackets, and substrates.
2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F
4. Color: Aluminum.

2.7 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

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1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C1136, Type I.
2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C1136, Type I.
3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C1136, Type II.
4. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C1136, Type II.
5. Vinyl Jacket: White vinyl with a permeance of 1.3 perms when tested in accordance with ASTM E96/E96M, Procedure A, and complying with NFPA 90A and NFPA 90B.
6. ASJ+: All-service jacket composed of aluminum foil reinforced with glass scrim bonded to a kraft paper interleaving with an outer film leaving no paper exposed; complying with ASTM C1136, Types I, II, III, IV, and VII
7. PSK Jacket: Aluminum foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C 1136, Type II.

2.8 FIELD-APPLIED FABRIC-REINFORCING MESH

A. Woven Polyester Mesh: Approximately 1 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in., in a Leno weave, for ducts.

2.9 TAPES

A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C1136.
1. Width: 3 inches
2. Thickness: 6.5 mils
3. Adhesion: 90 ounces force/inch in width.
4. Elongation: 2 percent.
5. Tensile Strength: 40 lbf/inch in width.
6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

2.10 SECUREMENTS

A. Aluminum Bands: ASTM B209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch, 1/2 inch wide with wing seal or closed seal.

B. Insulation Pins and Hangers:

1. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
   a. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
   b. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
   c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

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2. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
   a. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1-1/2 inches in diameter.
   b. Spindle: Nylon, 0.106-inch-diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches.
   c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

3. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
   a. Baseplate: Galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
   b. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
   c. Adhesive-backed base with a peel-off protective cover.

4. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
   a. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

5. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.

D. Wire: 0.062-inch soft-annealed, stainless steel

2.11 CORNER ANGLES

A. PVC Corner Angles: 30 mils thick, minimum 1 by 1 inch, PVC in accordance with ASTM D1784, Class 16354-C. White or color-coded to match adjacent surface.

B. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum in accordance with ASTM B209, Alloy 3003, 3005, 3105, or 5005; Temper H-14.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

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3.2 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.

B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, compress, or otherwise damage insulation or jacket.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Keep insulation materials dry during application and finishing. Replace insulation materials that get wet during storage or in the installation process before being properly covered and sealed in accordance with the Contract Documents.

G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

H. Install insulation with least number of joints practical.

I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

K. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth, but not to the extent of creating wrinkles or areas of compression in the insulation.
2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.

    a. For below ambient services, apply vapor-barrier mastic over staples.

4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.

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L. Cut insulation in a manner to avoid compressing insulation.

M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.3 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
4. Seal jacket to wall flashing with flashing sealant.

C. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

D. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.

1. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.

E. Insulation Installation at Floor Penetrations:

1. Duct: For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches.
2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

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3.4 INSTALLATION OF GLASS-FIBER AND MINERAL-WOOL INSULATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

B. Comply with manufacturer's written installation instructions.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions except the top surface of rectangular horizontal duct
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

    a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
    c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    d. Do not overcompress insulation during installation.
    e. Impale insulation over pins and attach speed washers.
    f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

    a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
    b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.

5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

C. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.

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2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions except the top surface of rectangular horizontal duct
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

    a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
    c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    d. Do not overcompress insulation during installation.
    e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

    a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
    b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.

5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.5 FIRE-RATED INSULATION SYSTEM INSTALLATION

A. Comply with manufacturer's written installation instructions.

B. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating.

C. Insulate duct access panels and doors to achieve same fire rating as duct.

D. Install firestopping at penetrations through fire-rated assemblies. Fire-stop systems are specified in Section 078413 "Penetration Firestopping."

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3.6 FINISHES

A. Insulation with ASJ or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."

1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.

a. Finish Coat Material: Interior, flat, latex-emulsion size.

B. Color: Final color as selected by Owner's Representative. Vary first and second coats to allow visual inspection of the completed Work.

C. Do not field paint aluminum or stainless steel jackets.

3.7 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Inspect ductwork, randomly selected by Owner's Representative, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection is limited to one location for each duct system defined in the "Duct Insulation Schedule, General" Article.

C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.8 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:
1. Indoor, concealed exhaust between isolation damper and penetration of building exterior.

B. Items Not Insulated:

1. Fibrous-glass ducts.
2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
3. Factory-insulated flexible ducts.
4. Factory-insulated plenums and casings.
5. Flexible connectors.
6. Vibration-control devices.
7. Factory-insulated access panels and doors.

3.9 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Concealed, Exhaust-Air Duct and Plenum Insulation: Glass-fiber blanket 1-1/2 inches thick and 0.75 lb/cu. ft. nominal density.

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END OF SECTION 230713

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SECTION 23 31 13

METAL DUCTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Single-wall rectangular ducts and fittings.
2. Single-wall round ducts and fittings.
3. Sheet metal materials.
4. Sealants and gaskets.
5. Hangers and supports.

B. Related Requirements:

1. Section 230548 "Vibration and Seismic Controls for HVAC" for seismic restraint devices and installation.
2. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
3. Section 233300 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of the following products:

1. Liners and adhesives.
2. Sealants and gaskets.
3. Seismic-restraint devices.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum," for aluminum supports.
3. AWS D9.1/D9.1M, "Sheet Metal Welding Code," for duct joint and seam welding.

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PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Duct hangers and supports and seismic restraints are to withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible". Seismically brace duct hangers and supports in accordance with SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."

B. Seismic Performance: Ductwork to withstand the effects of earthquake motions determined in accordance with ASCE/SEI 7. See Section 230548 "Vibration and Seismic Controls for HVAC."

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified
2. Component Importance Factor: 1.0

C. Airstream Surfaces: Surfaces in contact with airstream comply with requirements in ASHRAE 62.1.

D. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment," and Section 7 - "Construction and System Startup."

E. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

F. Duct Dimensions: Unless otherwise indicated, all duct dimensions indicated on Drawings are inside clear dimensions and do not include insulation or duct wall thickness.

2.2 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

1. Construct ducts of galvanized sheet steel unless otherwise indicated.
2. For ducts exposed to weather, construct of Type 304 stainless steel indicated by manufacturer to be suitable for outdoor installation.

B. Transverse Joints: Fabricate joints in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. For ducts with longest side less than 36 inches, select joint types in accordance with Figure 2-1.
2. For ducts with longest side 36 inches or greater, use flange joint connector Type T-22, T-24, T-24A, T-25a, or T-25b. Factory-fabricated flanged duct connection system may be used if submitted and approved by engineer of record.

C. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal

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and Flexible." All longitudinal seams are to be Pittsburgh lock seams unless otherwise specified for specific application.

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SINGLE-WALL ROUND DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.

1. Construct ducts of galvanized sheet steel unless otherwise indicated.
2. For ducts exposed to weather, construct of Type 304 stainless steel indicated by manufacturer to be suitable for outdoor installation.

B. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension).

C. Transverse Joints: Select joint types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.

D. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Fabricate round ducts larger than 90 inches in diameter with butt-welded longitudinal seams.
2. Fabricate flat-oval ducts larger than 72 inches in width (major dimension) with butt-welded longitudinal seams.

E. Tees and Laterals: Select types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.4 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials are to be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A653/A653M.

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1. Galvanized Coating Designation: G60
2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Carbon-Steel Sheets: Comply with ASTM A1008/A1008M, with oiled, matte finish for exposed ducts.

D. Stainless Steel Sheets: Comply with ASTM A480/A480M, Type 304 or 316, as indicated in "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish is to be No. 2B, No. 2D, No. 3, or No. 4 as indicated in "Duct Schedule" Article.

E. Aluminum Sheets: Comply with ASTM B209 Alloy 3003, H14 temper; with mill finish for concealed ducts, and standard, one-side bright finish for duct surfaces exposed to view.

F. Reinforcement Shapes and Plates: ASTM A36/A36M, steel plates, shapes, and bars; black and galvanized.

1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

G. Tie Rods: Galvanized steel, 1/4-inch- minimum diameter for lengths 36 inches or less; 3/8-inch-minimum diameter for lengths longer than 36 inches

2.5 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets are to be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested in accordance with UL 723; certified by an NRTL.

B. Two-Part Tape Sealing System:

1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
2. Tape Width: 3 inches.
3. Sealant: Modified styrene acrylic.
4. Water resistant.
5. Mold and mildew resistant.
6. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
7. Service: Indoor and outdoor.
8. Service Temperature: Minus 40 to plus 200 deg F.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.

C. Water-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Solids Content: Minimum 65 percent.
3. Shore A Hardness: Minimum 20.
4. Water resistant.
5. Mold and mildew resistant.
6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
8. Service: Indoor or outdoor.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

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10. Maximum Static-Pressure Class: 10-inch wg, positive or negative.
11. Service: Indoor or outdoor.
12. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

D. Flanged Joint Sealant: Comply with ASTM C920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.

E. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

F. Round Duct Joint O-Ring Seals:

1. Seal is to provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg and is to be rated for10-inch wg static-pressure class, positive or negative.
2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.6 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Galvanized-steel rods and nuts.

B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A603.

E. Steel Cables for Stainless Steel Ducts: Stainless steel complying with ASTM A492.

F. Steel Cable End Connections: Galvanized-steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

H. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Stainless Steel Ducts: Stainless steel shapes and plates.
3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

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PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and coordination drawings.

B. Install ducts in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install ducts in maximum practical lengths with fewest possible joints.

D. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

E. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

G. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.

H. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

I. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.

J. Install fire and smoke dampers where indicated on Drawings and as required by code, and by local authorities having jurisdiction. Comply with requirements in Section 233300 "Air Duct Accessories" for fire and smoke dampers and specific installation requirements of the damper UL listing.

K. Install heating coils, cooling coils, air filters, dampers, and all other duct-mounted accessories in air ducts where indicated on Drawings.

L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials both before and after installation. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

M. Elbows: Use long-radius elbows wherever they fit.

1. Fabricate 90-degree rectangular mitered elbows to include turning vanes.
2. Fabricate 90-degree round elbows with a minimum of three segments for 12 inches and smaller and a minimum of five segments for 14 inches and larger.

N. Branch Connections: Use lateral or conical branch connections.

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3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

B. Seal ducts at a minimum to the following seal classes in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2. Outdoor, Supply-Air Ducts: Seal Class A.
3. Outdoor, Exhaust Ducts: Seal Class C.
4. Outdoor, Return-Air Ducts: Seal Class C.
5. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class B.
6. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
7. Unconditioned Space, Exhaust Ducts: Seal Class C.
8. Unconditioned Space, Return-Air Ducts: Seal Class B.
9. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class C.
10. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class B.
11. Conditioned Space, Exhaust Ducts: Seal Class B.
12. Conditioned Space, Return-Air Ducts: Seal Class C.

3.4 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.
2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.

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3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
5. Do not use powder-actuated concrete fasteners for seismic restraints. Coordinate with Section 230548 "Vibration and Seismic Controls for HVAC."

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.5 SEISMIC-RESTRAINT-DEVICE INSTALLATION

A. See Section 230548 "Vibration and Seismic Controls for HVAC" for seismic restraint installation requirements.

3.6 DUCTWORK CONNECTIONS

A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.7 PAINTING

A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."

3.8 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Leakage Tests:

1. Comply with SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test.
2. Test the following systems:

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a. Ducts with a Pressure Class Higher Than 3-Inch wg (750 Pa): Test representative duct sections totaling no less than 25 percent of total installed duct area for each designated pressure class.
b. Supply Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 50 percent of total installed duct area for each designated pressure class.
c. Return Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 50 percent of total installed duct area for each designated pressure class.
d. Exhaust Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 50 percent of total installed duct area for each designated pressure class.
e. Outdoor-Air Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 50 percent of total installed duct area for each designated pressure class.

3. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
4. Testing of each duct section is to be performed with access doors, coils, filters, dampers, and other duct-mounted devices in place as designed. No devices are to be removed or blanked off so as to reduce or prevent additional leakage.
5. Test for leaks before applying external insulation.
6. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
7. Give seven days' advance notice for testing.

C. Duct System Cleanliness Tests:

1. Visually inspect duct system to ensure that no visible contaminants are present.
2. Test sections of metal duct system, chosen randomly by Owner, for cleanliness in accordance with "Description of Method 3 - NADCA Vacuum Test" in NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."

a. Acceptable Cleanliness Level: Net weight of debris collected on the filter media is to not exceed 0.75 mg/100 sq. cm.

D. Duct system will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

3.9 DUCT CLEANING

A. Clean new duct system(s) before testing, adjusting, and balancing.

B. Use duct cleaning methodology as indicated in NADCA ACR.

C. Use service openings for entry and inspection.

1. Provide openings with access panels appropriate for duct static-pressure and leakage class at dampers, coils, and any other locations where required for inspection and cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Section 233300 "Air Duct Accessories" for access panels and doors.

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2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
3. Remove and reinstall ceiling to gain access during the cleaning process.

D. Particulate Collection and Odor Control:

1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.

E. Clean the following components by removing surface contaminants and deposits:

1. Air outlets and inlets (registers, grilles, and diffusers).
2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.
4. Coils and related components.
5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
6. Supply-air ducts, dampers, actuators, and turning vanes.
7. Dedicated exhaust and ventilation components and makeup air systems.

F. Mechanical Cleaning Methodology:

1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.
4. Clean fibrous-glass duct liner with HEPA vacuuming equipment; do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
5. Clean coils and coil drain pans in accordance with NADCA ACR. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide drainage and cleanup for wash-down procedures.
7. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents in accordance with manufacturer's written instructions after removal of surface deposits and debris.

3.10 STARTUP

A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

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3.11 DUCT SCHEDULE

A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:

1. Fabricate all ducts to achieve SMACNA pressure class, seal class, and leakage class as indicated below.
2. Underground Ducts: Concrete-encased, galvanized sheet steel.

B. Exhaust Ducts:

1. Ducts Connected to Fans Exhausting (ASHRAE 62.1, Class 1 and 2) Air:

a. Pressure Class: Negative 1-inch wg
b. Minimum SMACNA Seal Class: A
c. SMACNA Leakage Class for Rectangular: 4
d. SMACNA Leakage Class for Round and Flat Oval: 4

C. Intermediate Reinforcement:

1. Galvanized-Steel Ducts: Galvanized steel
2. Stainless Steel Ducts:

a. Exposed to Airstream: Match duct material.
b. Not Exposed to Airstream: Galvanized

3. Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate

D. Elbow Configuration:

1. Rectangular Duct - Requirements for Different Velocities: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

a. Velocity 1000 fpm or Lower:

1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
2) Mitered Type RE 4 without vanes.

b. Velocity 1000 to 1500 fpm:

1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

c. Velocity 1500 fpm or Higher:

1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
2) Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

2. Rectangular Duct Requirements for All Velocities: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

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a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

3. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."

a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.

1) Velocity 1000 fpm or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
2) Velocity 1000 to 1500 fpm: 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
3) Velocity 1500 fpm or Higher: 1.5 radius-to-diameter ratio and five segments for 90-degree elbow.
4) Radius-to Diameter Ratio: 1.5.

b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam

E. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."

a. Rectangular Main to Rectangular Branch: 45-degree entry.
b. Rectangular Main to Round Branch: Conical spin in.

2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.

a. Velocity 1000 fpm or Lower: 90-degree tap.
b. Velocity 1000 to 1500 fpm: Conical tap.
c. Velocity 1500 fpm or Higher: 45-degree lateral.

END OF SECTION 233113

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SECTION 23 33 00

AIR DUCT ACCESSORIES

1.1 SUMMARY

A. Section Includes:
1. Manual volume dampers.
2. Duct-mounted access doors.
3. Flexible connectors.
4. Duct accessory hardware.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. For duct silencers, include pressure drop, dynamic insertion loss, and self-generated noise data. Include breakout noise calculations for high-transmission-loss casings.

1.3 INFORMATIONAL SUBMITTALS

A. Source quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with NFPA 90A and NFPA 90B.

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

2.2 MANUAL VOLUME DAMPERS

A. Standard, Steel, Manual Volume Dampers:
1. Performance:

a. Leakage Rating Class III: Leakage not exceeding 40 cfm/sq. ft. against 1-inch wg differential static pressure.

2. Construction:

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a. Linkage out of airstream.
b. Suitable for horizontal or vertical airflow applications.

3. Frames:

a. Hat-shaped, 16-gauge- thick, galvanized sheet steel
b. Mitered and welded corners.
c. Flanges for attaching to walls and flangeless frames for installing in ducts.

4. Blades:

a. Multiple or single blade.
b. Parallel- or opposed-blade design.
c. Stiffen damper blades for stability.
d. Galvanized steel; 16 gauge thick.

5. Blade Axles: Galvanized steel
6. Bearings:

a. Oil-impregnated bronze
b. Dampers mounted with vertical blades to have thrust bearing at each end of every blade.

7. Tie Bars and Brackets: Galvanized steel.
8. Locking device to hold damper blades in a fixed position without vibration.

B. Standard, Aluminum, Manual Volume Dampers:
1. Performance:

a. Leakage Rating Class III: Leakage not exceeding 40 cfm/sq. ft. against 1-inch wg differential static pressure.

2. Construction:

a. Linkage out of airstream.
b. Suitable for horizontal or vertical airflow applications.

3. Frames:

a. Hat-shaped, 0.10-inch- thick, aluminum sheet channels.
b. Flanges for attaching to walls and flangeless frames for installing in ducts.

4. Blades:

a. Multiple or single blade.
b. Parallel- or opposed-blade design.
c. Stiffen damper blades for stability.
d. Roll-Formed Aluminum Blades: 0.10-inch- thick aluminum sheet.

5. Blade Axles: Galvanized steel
6. Bearings:

a. Oil-impregnated bronze
b. Dampers mounted with vertical blades to have thrust bearing at each end of every blade.

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7. Tie Bars and Brackets: Aluminum.
8. Locking device to hold damper blades in a fixed position without vibration.

C. Jackshaft:

1. Size: 0.5-inch diameter.
2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.

D. Damper Hardware:

1. Zinc-plated, die-cast core with dial and handle, made of 3/32-inch-thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
2. Include center hole to suit damper operating-rod size.
3. Include elevated platform for insulated duct mounting.

2.3 DUCT-MOUNTED ACCESS DOORS

A. Duct-Mounted Access Doors: Fabricate access panels in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figure 7-2 (7-2M), "Duct Access Doors and Panels," and Figure 7-3, "Access Doors - Round Duct."

1. Door:

a. Double wall, rectangular.
b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.
c. 24-gauge-thick galvanized steel or 0.032-inch thick aluminum door panel.
d. Vision panel.
e. Hinges and Latches: 1-by-1-inch butt or piano hinge and cam latches.
f. Fabricate doors airtight and suitable for duct pressure class.

2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.

a. 24-gauge-thick galvanized steel or 0.032-inch-thick aluminum frame.

3. Number of Hinges and Locks:

a. Access Doors Less Than 12 Inches Square: No hinges and two sash locks.
b. Access Doors up to 18 Inches Square: Two hinges and two sash locks.
c. Access Doors up to 24 by 48 Inches: Three hinges and two compression latches with outside and inside handles.
d. Access Doors Larger Than 24 by 48 Inches: Four hinges and two compression latches with outside and inside handles.

B. Pressure Relief Access Door:

1. Door and Frame Material: Galvanized sheet steel.

a. 24-gauge-thick galvanized steel or 0.032-inch-thick aluminum door panel.

2. Door: Single wall with metal thickness applicable for duct pressure class.

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3. Operation: Open outward for positive-pressure ducts and inward for negative-pressure ducts.
4. Factory set at 3.0 to 8.0 inches wg
5. Doors close when pressures are within set-point range.
6. Hinge: Continuous piano.
7. Latches: Cam.
8. Seal: Neoprene or foam rubber.
9. Insulation Fill: 1-inch- thick, fibrous-glass or polystyrene-foam board.

2.4 FLEXIBLE CONNECTORS

A. Fire-Performance Characteristics: Adhesives, sealants, fabric materials, and accessory materials shall have flame-spread index not exceeding 25 and smoke-developed index not exceeding 50 when tested in accordance with ASTM E84.

B. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

C. Materials: Flame-retardant or noncombustible fabrics.

D. Coatings and Adhesives: Comply with UL 181, Class 1.

E. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 wide attached to two strips of 2-3/4-inch-wide, 0.028-inch thick, galvanized sheet steel or 0.032-inch-thick aluminum sheets. Provide metal compatible with connected ducts.

F. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.

1. Minimum Weight: 26 oz./sq. yd
2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
3. Service Temperature: Minus 40 to plus 200 deg F

2.5 DUCT ACCESSORY HARDWARE

A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.

B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

2.6 MATERIALS

A. Galvanized Sheet Steel: Comply with ASTM A653/A653M.

1. Galvanized Coating Designation: G60
2. Exposed-Surface Finish: Mill phosphatized.

B. Stainless Steel Sheets: Comply with ASTM A480/A480M, Type 304, and having a No. 2 finish for concealed ducts

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C. Aluminum Sheets: Comply with ASTM B209, Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, one-side bright finish for exposed ducts.

D. Extruded Aluminum: Comply with ASTM B221, Alloy 6063, Temper T6.

E. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless steel ducts.

F. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install duct accessories in accordance with applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116 for fibrous-glass ducts.

B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless steel accessories in stainless steel ducts, and aluminum accessories in aluminum ducts.

C. Where multiple damper sections are necessary to achieve required dimensions, provide reinforcement to fully support damper assembly when fully closed at full system design static pressure.

D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.

1. Install steel volume dampers in steel ducts.
2. Install aluminum volume dampers in aluminum ducts.

E. Set dampers to fully open position before testing, adjusting, and balancing.

F. Install test holes at fan inlets and outlets and elsewhere as indicated and as needed for testing and balancing.

G. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:

1. On both sides of duct coils.
2. Upstream and downstream from duct filters.
3. At outdoor-air intakes and mixed-air plenums.
4. At drain pans and seals.
5. Downstream from manual volume dampers, control dampers, backdraft dampers, and equipment.
6. At each change in direction and at maximum [50-ft. (15-m)] <Insert value> spacing.
7. Elsewhere as indicated.

H. Install access doors with swing against duct static pressure.

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I. Access Door Sizes:

1. One-Hand or Inspection Access: 8 by 5 inches
2. Two-Hand Access: 12 by 6 inches
3. Head and Hand Access: 18 by 10 inches
4. Head and Shoulders Access: 21 by 14 inches
5. Body Access: 25 by 14 inches
6. Body plus Ladder Access: 25 by 17 inches

J. Label access doors according to Section 230553 "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.

K. Install flexible connectors to connect ducts to equipment.

L. For fans developing static pressures of 5 inches wg and more, cover flexible connectors with loaded vinyl sheet held in place with metal straps.

M. Install duct test holes where required for testing and balancing purposes.

N. Install thrust limits at centerline of thrust, symmetrical on both sides of equipment. Attach thrust limits at centerline of thrust and adjust to a maximum of 1/4-inch movement during start and stop of fans.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operate dampers to verify full range of movement.
2. Inspect locations of access doors, and verify that size and location of access doors are adequate to perform required operation.
3. Operate fire, smoke, and combination fire and smoke dampers to verify full range of movement and that proper heat-response device is installed.
4. Inspect turning vanes for proper and secure installation, and verify that vanes do not move or rattle.
5. Operate remote damper operators to verify full range of movement of operator and damper.

END OF SECTION 233300

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SECTION 233423

HVAC POWER VENTILATORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Ceiling-mounted ventilators.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Seismic Qualification Data: For fans, accessories, and components, from manufacturer.

B. Product Certificates: Submit certificates that specified equipment will withstand required wind forces, from manufacturer.

C. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

B. NFPA Compliance: Comply with NFPA 90A for design, fabrication, and installation of unit components.

C. ASHRAE 62.1 Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

D. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

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E. Seismic Performance: HVAC power ventilators shall withstand the effects of earthquake motions determined according to ASCE/SEI 7. See Section 230548 "Vibration and Seismic Controls for HVAC."

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified
2. Component Importance Factor: 1.0

F. Capacities and Characteristics:

1. Airflow: 510 cfm
2. Total Static Pressure: 0.35 inches wg.
3. Drive Type: Direct
4. Electrical Characteristics:

    a. Volts: 120 V.
    b. Phase: Single
    c. Hertz: 60

5. Accessories
    a. Backdraft damper
    b. Interconnection duct
    c. Inherent thermal motor protection
    d. Roof cap.

2.2 CEILING-MOUNTED VENTILATORS

A. Housing: Steel, lined with acoustical insulation.

B. Fan Wheel: Centrifugal wheels directly mounted on motor shaft. Fan shrouds, motor, and fan wheel removable for service.

C. Back-draft damper: Integral.

D. Grille: Louvered grille with flange on intake and thumbscrew or spring retainer attachment to fan housing.

E. Electrical Requirements: Junction box for electrical connection on housing and receptacle for motor plug-in.

F. Accessories:
1. Manufacturer's standard roof jack or wall cap, and transition fittings.

2.3 MOTORS

A. Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230500 "Common Work Results for HVAC."

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.

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2.4 SOURCE QUALITY CONTROL

A. AMCA Certification for Fan Sound Performance Rating: Test, rate, and label in accordance with AMCA 311..

B. AMCA Certification for Fan Energy Index (FEI): Test, rate, and label in accordance with AMCA 211.

C. UL Standards: Power ventilators shall comply with UL 705.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Install power ventilators level and plumb.

B. Equipment Mounting:
1. Ceiling Units: Suspend units from structure; use steel wire or metal straps.
2. Comply with requirements for vibration isolation and seismic-control devices specified in Section 230548 "Vibration and Seismic Controls for HVAC."

C. Install units with clearances for service and maintenance.

D. Label units according to requirements specified in Section 230553 "Identification for HVAC Piping and Equipment."

3.2 DUCTWORK CONNECTIONS

A. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors. Flexible connectors are specified in Section 233300 "Air Duct Accessories."

3.3 ELECTRICAL CONNECTIONS

A. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

B. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

C. Install electrical devices furnished by manufacturer, but not factory mounted, according to NFPA 70 and NECA 1.
1. Nameplate shall be laminated acrylic or melamine plastic signs with a black background and engraved white letters at least 1/2 inch high.

3.4 CONTROL CONNECTIONS

A. Install control and electrical power wiring to field-mounted control devices.

B. Connect control wiring according to Section 260523 "Control-Voltage Electrical Power Cables."

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3.5 STARTUP SERVICE:

A. Perform startup service.

1. Complete installation and startup checks in accordance with manufacturer's written instructions.
2. Verify that shipping, blocking, and bracing are removed.
3. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
4. Verify that cleaning and adjusting are complete.
5. For direct-drive fans, verify proper motor rotation direction and verify fan wheel free rotation and smooth bearing operation.
6. For belt-drive fans, disconnect fan drive from motor, verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, align and adjust belts, and install belt guards.
7. Adjust belt tension.
8. Adjust damper linkages for proper damper operation.
9. Verify lubrication for bearings and other moving parts.
10. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
11. Disable automatic temperature-control operators, energize motor and confirm proper motor rotation and unit operation, adjust fan to indicated rpm, and measure and record motor voltage and amperage.
12. Shut unit down and reconnect automatic temperature-control operators.
13. Remove and replace malfunctioning units and retest as specified above.

3.6 ADJUSTING

A. Adjust damper linkages for proper damper operation.

B. Adjust belt tension.

C. Lubricate bearings.

D. Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

3.7 CLEANING

A. After completing system installation and testing, adjusting, and balancing and after completing startup service, clean fans internally to remove foreign material and construction dirt and dust.

3.8 FIELD QUALITY CONTROL

A. Testing Agency: Contractor will engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections

1. Fan Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
2. Test and adjust controls and safeties.

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3. Fans and components will be considered defective if they do not pass tests and inspections.
4. Prepare test and inspection reports.

3.9 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain centrifugal fans.

END OF SECTION 233423

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SECTION 23 37 13

REGISTERS AND GRILLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Fixed face grilles

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 GRILLES

A. Fixed Face Grille
1. Material: Aluminum
2. Finish: Baked enamel, white
3. Face Arrangement: Egg crate
4. Core Construction: Integral
5. Neck: Per plan
6. Mounting: Countersunk screw

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install registers and grilles level and plumb.

B. Outlets and Inlets Locations: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Owner's Representative for a determination of final location.

C. Install registers and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

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3.2 ADJUSTING

A. After installation, adjust registers and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713.23

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SECTION 23 81 29

VARIABLE-REFRIGERANT-FLOW HVAC SYSTEMS

1.1 SUMMARY

A. Section Includes: VRF HVAC systems.
1. Indoor, exposed, wall-mounted units.
2. Outdoor, air-source, heat pump units.
3. System controls.
4. System refrigerant and oil.
5. System condensate drain piping.
6. System refrigerant piping.
7. Metal hangers and supports.
8. Fastener systems.
9. Miscellaneous support materials.
10. Piping and tubing insulation.
11. System control cable and raceways.

1.2 DEFINITIONS

A. Air-Conditioning System Operation: System capable of operation with all zones in cooling only.

B. Heat-Pump System Operation: System capable of operation with all zones in either heating or cooling, but not with simultaneous heating and cooling zones that transfer heat between zones.

C. Heat Recovery System Operation: System capable of operation with simultaneous heating and cooling zones that transfer heat between zones.

D. HRCU: Heat Recovery Control Unit. HRCUs are used in heat recovery VRF HVAC systems to manage and control refrigerant between indoor units to provide simultaneous heating and cooling zones. "Heat Recovery Control Unit" is the term used by ASHRAE for what different manufacturers term as branch circuit controller, branch selector box, changeover box, flow selector unit, mode change unit, and other such terms.

E. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.

F. Plenum: A space forming part of the air distribution system to which one or more air ducts are connected. An air duct is a passageway, other than a plenum, for transporting air to or from heating, ventilating, or air-conditioning equipment.

G. Three-Pipe System Design: One high pressure refrigerant vapor line, one low pressure refrigerant vapor line, and one refrigerant liquid line connect a single outdoor unit or multiple manifold outdoor units in a single system to associated system HRCUs. One liquid line and refrigerant vapor line connect HRCUs to associated indoor units.

H. Two-Pipe System Design: One refrigerant vapor line and one refrigerant liquid line connect a single outdoor unit or multiple manifold outdoor units in a single system to associated system HRCUs. One refrigerant liquid line and refrigerant vapor line connect HRCUs to associated indoor units. HRCUs used in two pipe systems act as an intermediate heat exchanger and include

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diverting valves and gas/liquid separators to move high and low pressure refrigerant between indoor units.

I. VRF: Variable refrigerant flow.

1.3 ACTION SUBMITTALS

A. Product data.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of product.

B. Product test reports.

C. Source quality-control reports.

D. Field quality-control reports.

E. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

B. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.
2. Program Software Backup: On CD or DVD, USB media, or approved cloud storage platform, complete with data files.
3. Device address list.
4. Printout of software application and graphic screens.

1.6 QUALITY ASSURANCE

A. Factory-Authorized Service Representative Qualifications:

1. Authorized representative of, and trained by, VRF HVAC system manufacturer.
2. In-place facility located within 100 miles of Project.
3. Demonstrated past experience with products being installed for period within three consecutive years before time of bid.
4. Demonstrated past experience on five projects of similar complexity, scope, and value.

    a. Each person assigned to Project shall have demonstrated past experience.

5. Staffing resources of competent and experienced full-time employees that are assigned to execute work according to schedule.
6. Service and maintenance staff assigned to support Project during warranty period.
7. Product parts inventory to support ongoing system operation for a period of not less than five years after Substantial Completion.

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8. VRF HVAC system manufacturer's backing to take over execution of Work if necessary to comply with requirements indicated. Include Project-specific written letter, signed by manufacturer's corporate officer, if requested.

B. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by VRF HVAC system manufacturer.

1. Each employee shall be certified by manufacturer for proper installation of systems, including, but not limited to, equipment, piping, controls, and accessories indicated and furnished for installation.
2. Installer certification shall be valid and current for duration of Project.
3. Retain copies of Installer certificates on-site and make available on request.
4. Each person assigned to Project shall have demonstrated past experience.

a. Demonstrated past experience with products being installed for period within three consecutive years before time of bid.
b. Demonstrated past experience on five projects of similar complexity, scope, and value.

C. ISO Compliance: System equipment and components furnished by VRF HVAC system manufacturer shall be manufactured in an ISO 9001 and ISO 14001 facility.

1.7 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace equipment and components that fail(s) in materials or workmanship within specified warranty period.

1. Warranty Period:

a. For Compressor: Seven year(s) from date of Substantial Completion.
b. For Parts, Including Controls: Five year(s) from date of Substantial Completion.
c. For Labor: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Mitsubishi Trane

2.2 SYSTEM DESCRIPTION

A. Direct-expansion (DX) VRF HVAC system(s) with variable capacity in response to varying cooling and heating loads. System shall consist of multiple indoor units, outdoor unit(s), piping, controls, and electrical power to make complete operating system(s) complying with requirements indicated.

1. Two-pipe system design.
2. System(s) operation, heat pump as indicated on Drawings.
3. Each system with one refrigerant circuit shared by all indoor units connected to system.

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B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. AHRI Compliance: System and equipment performance certified according to AHRI 1230 and products listed in AHRI directory

D. ASHRAE Compliance:

1. ASHRAE 15: For safety code for mechanical refrigeration.
2. ASHRAE 62.1: For indoor air quality.
3. ASHRAE/IES 90.1 Compliance: For system and component energy efficiency.

E. UL Compliance: Comply with UL 1995.

2.3 PERFORMANCE REQUIREMENTS

A. Service Access:

1. Provide and document service access requirements.
2. Locate equipment, system isolation valves, and other system components that require service and inspection in easily accessible locations. Avoid locations that are difficult to access if possible.
3. Where serviceable components are installed behind walls and above inaccessible ceilings, provide finished assembly with access doors or panels to gain access. Properly size the openings to allow for service, removal, and replacement.
4. If less than full and unrestricted access is provided, locate components within an 18-inch (450-mm) reach of the finished assembly.
5. Where ladder access is required to service elevated components, provide an installation that provides for sufficient access within ladder manufacturer's written instructions for use.
6. Comply with OSHA regulations.

B. System Design and Installation Requirements:

1. Design and install systems indicated according to manufacturer's recommendations and written instructions.
2. Where manufacturer's requirements differ from requirements indicated, contact Owner’s Representative for direction. The most stringent requirements should apply unless otherwise directed in writing by Owner’s Representative.

C. Isolation of Equipment: Provide isolation valves to isolate each indoor unit and outdoor unit for service, removal, and replacement without interrupting system operation.

D. System Capacity Ratio: The sum of connected capacity of all indoor units shall be within the following range of outdoor-unit rated capacity:

1. Not less than 50 percent.
2. Not more than 130 percent.
3. Range acceptable to manufacturer.

E. System Turndown: Stable operation down to 20 percent of outdoor unit capacity.

F. System Auto Refrigerant Charge: Each system shall have an automatic refrigerant charge function to ensure the proper amount of refrigerant is installed in system.

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Not for Bidding

G. Outdoor Conditions:

1. Suitable for outdoor ambient conditions encountered.

   a. Design equipment and supports to withstand wind loads of governing code
   b. Provide corrosion-resistant coating for components and supports where located in coastal or industrial climates that are known to be harmful to materials and finishes.

2. Maximum System Operating Outdoor Temperature: See Drawings
3. Minimum System Operating Outdoor Temperature: See Drawings

H. Seismic Performance: VRF HVAC system(s) shall withstand the effects of earthquake motions determined according to ASCE/SEI 7

I. Sound Performance: Sound levels generated by operating HVAC equipment shall be within requirements indicated.

1. Indoor: See Drawings
2. Outdoor: See Drawings

J. Thermal Movements: Allow for controlled thermal movements from ambient, surface, and system temperature changes.

K. Capacities and Characteristics: As indicated on Drawings.

2.4 INDOOR, EXPOSED, WALL-MOUNTED UNITS

A. Description: Factory-assembled complete unit with components, piping, wiring, and controls required for mating to piping, power, and controls field connections.

B. Cabinet:

1. Material: Painted steel, or coated steel frame covered by a plastic cabinet, with an architectural acceptable finish suitable for tenant occupancy on exposed surfaces.
2. Mounting: Manufacturer-designed provisions for field installation.
3. Internal Access: Removable panels of adequate size for field access to internal components for inspection, cleaning, service, and replacement.

C. DX Coil Assembly:

1. Coil Casing: Aluminum, galvanized, or stainless steel.
2. Coil Fins: Aluminum, mechanically bonded to tubes, with arrangement required by performance.
3. Coil Tubes: Copper, of diameter and thickness required by performance.
4. Expansion Valve: Electronic modulating type with linear or proportional characteristics.
5. Unit Internal Tubing: Copper tubing with brazed joints.
6. Unit Internal Tubing Insulation: Manufacturer's standard insulation, of thickness to prevent condensation.
7. Field Piping Connections: Manufacturer's standard.
8. Factory Charge: Dehydrated air or nitrogen.
9. Testing: Factory pressure tested and verified to be without leaks.

D. Drain Assembly:

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Not for Bidding

1. Pan: Non-ferrous material, with bottom sloped to low point drain connection.
2. Condensate Removal: Gravity.
    a. If a floor drain is not available at unit, provide unit with field-installed condensate pump accessory.
3. Field Piping Connection: Non-ferrous material

E. Fan and Motor Assembly:

1. Fan(s):
    a. Direct-drive arrangement.
    b. Single or multiple fans connected to a common motor shaft and driven by a single motor.
    c. Fabricated from non-ferrous components or ferrous components with corrosion protection finish.
    d. Wheels statically and dynamically balanced.
2. Motor: Brushless dc or electronically commutated with permanently lubricated bearings.
3. Motor Protection: Integral protection against thermal, overload, and voltage fluctuations.
4. Speed Settings and Control: Two (low, high), three (low, medium, high), or more than three speed settings or variable speed with a speed range of least 50 percent.
5. Vibration Control: Integral isolation to dampen vibration transmission.

F. Filter Assembly:

1. Access: Front, to accommodate filter replacement without the need for tools.
2. Washable Media: Manufacturer's standard filter with antimicrobial treatment.

G. Grille Assembly: Manufacturer's standard discharge grille in top or front face of unit cabinet.

H. Unit Accessories:

I. Unit Controls:

1. Enclosure: Manufacturer's standard, and suitable for indoor locations.
2. Factory-Installed Controller: Configurable digital control.

J. Unit Electrical:

1. Enclosure: Manufacturer's standard, and suitable for indoor locations.
2. Field Connection: Single point connection to power entire unit and integral controls.
3. Disconnecting Means: Factory-mounted circuit breaker or switch, complying with NFPA 70.
4. Control Transformer: Manufacturer's standard. Coordinate requirements with field power supply.
5. Wiring: Manufacturer's standard with each connection labeled and corresponding to a unit-mounted wiring diagram.
6. Raceways: Enclose line voltage wiring in raceways to comply with NFPA 70.

2.5 SYSTEM CONTROLS

A. General Requirements:

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Not for Bidding

1. Network: Indoor units and outdoor units shall include integral controls and connect through a manufacturer-selected control network.
2. Network Communication Protocol: Manufacturer proprietary or open control communication between interconnected units.

3. Operator Interface:

   a. Operators shall interface with system and unit controls through the following:

      1) Operator interfaces integral to controllers.
      2) Owner-furnished PC connected to central controller(s).
      3) Web interface through web browser software.
      4) Integration with Building Automation System.

   b. Users shall be capable of interface with controllers for control of indoor units to extent privileges are enabled. Control features available to users shall include the following:

      1) On/off control.
      2) Temperature set-point adjustment.

B. Wired Controllers for Indoor Units:

1. Single controller capable of controlling multiple indoor units as group.
2. Auto Timeout Touch Screen LCD: Timeout duration shall be adjustable.
3. Multiple Language: English
4. Temperature Units: Fahrenheit
5. On/Off: Turns indoor unit on or off.
6. Hold: Hold operation settings until hold is released.
7. Operation Mode: Cool, Heat, Auto, Dehumidification, Fan Only, and Setback.
8. Temperature Display: 1-degree increments.
9. Temperature Set-Point: Separate set points for Cooling, Heating, and Setback. Adjustable in 1-degree increments
10. Relative Humidity Display: 1 percent increments.
11. Relative Humidity Set-Point: Adjustable in 1 percent increments
12. Fan Speed Setting: Select between available options furnished with the unit.
13. Airflow Direction Setting: If applicable to unit, select between available options furnished with the unit.
14. Seven-day programmable operating schedule with five or more events per day. Operations shall include On/Off, Operation Mode, and Temperature Set-Point.
15. Auto Off Timer: Operates unit for an adjustable time duration and then turns unit off.
16. Occupancy detection.
17. Service Notification Display: "Filter"
18. Service Run Tests: Limit use by service personnel to troubleshoot operation.
19. Error Code Notification Display: Used by service personnel to troubleshoot abnormal operation and equipment failure.
20. User and Service Passwords: Capable of preventing adjustments by unauthorized users.
21. Setting stored in nonvolatile memory to ensure that settings are not lost if power is lost. Battery backup for date and time only.
22. Low-voltage power required for controller shall be powered through non-polar connections to indoor unit.

C. Wireless Controllers for Indoor Units:

1. Wireless Communication:

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Not for Bidding

a. Controller communicates to remote-mounted receiver that is wired to indoor unit(s).

1) Include receivers with wireless controllers as required to complete installation.
2) Low-voltage power required for receivers shall be powered through non-polar connections to indoor unit.

b. One wireless controller shall be capable of communicating with one or multiple receivers to control one or multiple indoor units as a group.

2. Controller Battery Life: Three years.
3. Auto Timeout Touch Screen LCD: Timeout duration shall be adjustable.
4. Multiple Language: English
5. Temperature Units: Fahrenheit
6. On/Off: Turns indoor unit on or off.
7. Hold: Hold operation settings until hold is released.
8. Operation Mode: Cool, Heat, Auto, Dehumidification, Fan Only, and Setback.
9. Temperature Display: 1-degree increments.
10. Temperature Set-Point: Separate set points for Cooling, Heating, and Setback. Adjustable in 1-degree increments
11. Relative Humidity Display: 1 percent increments.
12. Relative Humidity Set-Point: Adjustable in 1 percent increments
13. Fan Speed Setting: Select between available options furnished with the unit.
14. Airflow Direction Setting: If applicable to unit, select between available options furnished with the unit.
15. Seven-day programmable operating schedule with five or more events per day. Operations shall include On/Off, Operation Mode, and Temperature Set-Point.
16. Auto Off Timer: Operates unit for an adjustable time duration and then turns unit off.
17. Occupancy detection.
18. Service Notification Display: "Filter"
19. Service Run Tests: Limit use by service personnel to troubleshoot operation.
20. Error Code Notification Display: Used by service personnel to troubleshoot abnormal operation and equipment failure.
21. User and Service Passwords: Capable of preventing adjustments by unauthorized users.
22. Setting stored in non-volatile memory to ensure that settings are not lost if power is lost. Battery for date and time only.

2.6 SYSTEM REFRIGERANT AND OIL

A. Refrigerant:

1. As required by VRF HVAC system manufacturer for system to comply with performance requirements indicated.
2. ASHRAE 34, Class A1 refrigerant classification.
3. R-410a

B. Oil:

1. As required by VRF HVAC system manufacturer and to comply with performance requirements indicated.

2.7 SYSTEM CONDENSATE DRAIN PIPING

A. If more than one material is listed, material selection is Contractor's option.

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Not for Bidding

B. Copper Tubing:

1. Drawn-Temper Tubing: According to ASTM B88, Type L or Type DWV according to ASTM B306.
2. Wrought-Copper Fittings: ASME B16.22.
3. Wrought-Copper Unions: ASME B16.22.
4. Solder Filler Metals: ASTM B32, lead-free alloys, and water-flushable flux according to ASTM B813.

C. CPVC plastic pipe according to ASTM F441/F441M, Schedule 40, with socket-type pipe fittings according to ASTM F438 and solvent cement according to ASTM F493.

D. PVC plastic pipe according to ASTM D1785, Schedule 40, with socket-type pipe fittings according to ASTM D2466 and solvent cement according to ASTM D2564, primer according to ASTM F656.

2.8 SYSTEM REFRIGERANT PIPING

A. Comply with requirements in Section 232300 "Refrigerant Piping" for system piping requirements.

B. Refrigerant Piping:

1. Copper Tube: ASTM B280, Type ACR
2. Wrought-Copper Fittings: ASME B16.22.
3. Brazing Filler Metals: AWS A5.8/A5.8M.

C. Refrigerant Tubing Kits:

1. Furnished by VRF HVAC system manufacturer.
2. Factory-rolled and -bundled, soft-copper tubing with tubing termination fittings at each end.
3. Standard one-piece length for connecting to indoor units.
4. Pre-insulated with flexible elastomeric insulation of thickness to comply with governing energy code and sufficient to eliminate condensation.
5. Factory Charge: Dehydrated air or nitrogen

D. Divided-Flow Specialty Fittings: Where required by VRF HVAC system manufacturer for proper system operation, VRF HVAC system manufacturer shall furnish specialty fittings with identification and instructions for proper installation by Installer.

E. Refrigerant Isolation Ball Valves:

1. Description: Uni-body full port design, rated for maximum system temperature and pressure, and factory tested under pressure to ensure tight shutoff. Designed for valve operation without removing seal cap.
2. Seals: Compatible with system refrigerant and oil. Seal service life of at least 20 years.
3. Valve Connections: Flare or sweat depending on size.

2.9 METAL HANGERS AND SUPPORTS

A. Copper Tube Hangers:

1. Description: MSS SP-58, Types 1 through 58, copper-coated-steel, factory-fabricated components.

For Council Approval
Not for Bidding

2. Hanger Rods: Continuous-thread rod, nuts, and washer made of galvanized or copper-coated steel

B. Plastic Pipe Hangers:

1. Description: MSS SP-58, Types 1 through 58, galvanized-steel, factory-fabricated components.
2. Hanger Rods: Continuous-thread rod, nuts, and washer made of galvanized steel

2.10 FASTENER SYSTEMS

A. Powder-Actuated Fasteners: Threaded, zinc-coated steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

B. Mechanical-Expansion Anchors: Insert-wedge-type anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

1. Indoor Applications: Zinc-coated steel.
2. Outdoor Applications: Stainless steel.

2.11 MISCELLANEOUS SUPPORT MATERIALS

A. Grout: ASTM C1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.

1. Properties: Nonstaining, noncorrosive, and nongaseous.
2. Design Mix: 5000-psi, 28-day compressive strength.

B. Structural Steel: ASTM A36/A36M, carbon-steel plates, shapes, and bars; galvanized.

C. Threaded Rods: Continuously threaded. Zinc-plated steel or galvanized steel for indoor applications and stainless steel for outdoor applications. Mating nuts and washers of similar material as rods.

2.12 PIPING AND TUBING INSULATION

A. Comply with requirements in Section 230719 "HVAC Piping Insulation" for system piping insulation requirements.

B. Condensate Drain Piping and Tubing Insulation and Jacket Requirements:

1. Flexible Elastomeric Insulation:

a. Closed-cell, sponge- or expanded-rubber materials, complying with ASTM C534, Type I for tubular materials.
b. Indoors: 1/2 inch thick.
c. Outdoors: 1/2 thick.

2. Field-Applied Jacket:

For Council Approval
Not for Bidding

a. Concealed: None required.
b. Indoors, Exposed to View: None required
c. Outdoors, Exposed to View: None required

C. Refrigerant Tubing Insulation and Jacket Requirements:

1. Flexible Elastomeric Insulation:

a. Closed-cell, sponge- or expanded-rubber materials, complying with ASTM C534, Type I for tubular materials.
b. Indoors: 1 inch thick.
c. Outdoors: 1 inch thick.

2. Field-Applied Jacket:

a. Concealed: None required.
b. Indoors, Exposed to View: None required
c. Outdoors, Exposed to View: None required

D. Flexible Elastomeric Insulation Adhesive: Comply with MIL-A-24179A, Type II, Class I.

2.13 SYSTEM CONTROL CABLE AND RACEWAYS

A. Low-Voltage Control Cabling:

1. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

B. TIA-485A Network Cabling:

1. Standard Cable: NFPA 70, Type CMG.
2. Plenum-Rated Cable: NFPA 70, Type CMP.

C. Ethernet Network Cabling: TIA-568-C.2 Category 6 cable with RJ-45 connectors.

D. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for control wiring and cable raceways.

2.14 MATERIALS

A. Steel:

1. ASTM A36/A36M for carbon structural steel.
2. ASTM A568/A568M for steel sheet.

B. Stainless Steel:

1. Manufacturer's standard grade for casing.
2. Manufacturer's standard type, ASTM A240/A240M for bare steel exposed to airstream or moisture.

C. Galvanized Steel: ASTM A653/A653M.

D. Aluminum: ASTM B209.

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Not for Bidding

2.15 SOURCE QUALITY CONTROL

A. Factory Tests: Test and inspect factory-assembled equipment.

B. Equipment will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports for historical record. Submit reports only if requested.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

A. Clearance:

1. Maintain manufacturer's recommended clearances for service and maintenance.
2. Maintain clearances required by governing code.

B. Loose Components: Install components, devices, and accessories furnished by manufacturer, with equipment, that are not factory mounted.

C. Equipment Restraint Installation: Install equipment with seismic-restraint device. Comply with requirements for seismic-restraint devices specified in Section 230548 "Vibration and Seismic Controls for HVAC."

D. Indoor Unit Installations:

1. Install units to be level and plumb while providing a neat and finished appearance.
2. Unless otherwise required by VRF HVAC system manufacturer, support ceiling-mounted units from structure above using threaded rods; minimum rod size of 3/8 inch
3. Adjust supports of exposed and recessed units to draw units tight to adjoining surfaces.
4. Protect finished surfaces of ceilings, floors, and walls that come in direct contact with units. Refinish or replaced damaged areas after units are installed.
5. In rooms with ceilings, conceal piping and tubing, controls, and electrical power serving units above ceilings.
6. In rooms without ceiling, arrange piping and tubing, controls, and electrical power serving units to provide a neat and finished appearance.
7. Provide lateral bracing if needed to limit movement of suspended units to not more than 0.25 inch
8. For floor- and wall-mounted units that are exposed, conceal piping and tubing, controls, and electrical power serving units within walls.
9. Attachment: Install hardware for proper attachment to supported equipment.
10. Grouting: Place grout under equipment supports and make bearing surface smooth.

E. Outdoor Unit Installations:

1. Install units to be level and plumb while providing a neat and finished appearance.
2. Install outdoor units on support structures indicated on Drawings.

3.2 GENERAL REQUIREMENTS FOR PIPING AND TUBING INSTALLATION

A. Install piping and tubing in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

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B. Install piping and tubing at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

C. Install piping and tubing above accessible ceilings to allow sufficient space for ceiling panel removal.

D. Install piping and tubing to permit valve servicing.

E. Install piping and tubing at indicated slopes.

F. Install piping and tubing free of sags.

G. Install fittings for changes in direction and branch connections.

H. Install piping and tubing to allow application of insulation.

I. Install groups of pipes and tubing parallel to each other, spaced to permit applying insulation with service access between insulated piping and tubing.

J. Install sleeves for piping and tubing penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230500 "Common Work Results for HVAC."

K. Install escutcheons for piping and tubing penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 230500 "Common Work Results for HVAC."

3.3 CONDENSATE DRAIN PIPE AND TUBING INSTALLATION

A. General Requirements for Drain Piping and Tubing:

1. Install a union in piping at each threaded unit connection.
2. Install an adjustable stainless steel hose clamp with adjustable gear operator on unit hose connections. Tighten clamp to provide a leak-free installation.
3. If required for unit installation, provide a trap assembly in drain piping to prevent air circulated through unit from passing through drain piping. Comply with more stringent of the following:

    a. Details indicated on Drawings.
    b. Manufacturer's requirements.
    c. Governing codes.
    d. In the absence of requirements, comply with requirements of ASHRAE handbooks.

4. Extend drain piping from units with drain connections to drain receptors as indicated on Drawings. If not indicated on Drawings, terminate drain connection at nearest accessible location that is not exposed to view by occupants.
5. Provide each 90-degree change in direction with a Y- or T-fitting. Install a threaded plug connection in the dormant side of fitting or future use as a service cleanout.

B. Gravity Drains:

1. Slope piping from unit connection toward drain termination at a constant slope of not less than two percent.

C. Pumped Drains:

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Not for Bidding

1. If unit condensate pump or lift mechanism is not included with an integral check valve, install a full-size check valve in each branch pipe near unit connection to prevent backflow into unit.

3.4 REFRIGERANT PIPING AND TUBING INSTALLATION

A. Refrigerant Tubing Kits:

1. Unroll and straighten tubing to suit installation. Deviations in straightness of exposed tubing shall be unnoticeable to observer.
2. Support tubing using hangers and supports indicated at intervals not to exceed 5 ft. Minimum rod size, 1/4 inch
3. Prepare tubing ends and make mating connections to provide a pressure tight and leak-free installation.

B. Install refrigerant piping according to ASHRAE 15 and governing codes.

C. Select system components with pressure rating equal to or greater than system operating pressure.

D. Install piping as short and direct as possible, with a minimum number of joints and fittings.

E. Arrange piping to allow inspection and service of equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Section 083113 "Access Doors and Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.

F. Install refrigerant piping and tubing in protective conduit where installed belowground.

G. Install refrigerant piping and tubing in rigid or flexible conduit in locations where exposed to mechanical damage.

H. Unless otherwise required by VRF HVAC system manufacturer, slope refrigerant piping and tubing as follows:

1. Install horizontal hot-gas discharge piping and tubing with a uniform slope downward away from compressor.
2. Install horizontal suction lines with a uniform slope downward to compressor.
3. Install traps to entrain oil in vertical runs.
4. Liquid lines may be installed level.

I. When brazing, remove or protect components that could be damaged by heat.

J. Before installation, clean piping, tubing, and fittings to cleanliness level required by VRF HVAC system manufacturer.

K. Joint Construction:

1. Ream ends of tubes and remove burrs.
2. Remove scale, slag, dirt, and debris from inside and outside of tube and fittings before assembly.
3. Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter.

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a. Use Type BCuP (copper-phosphorus) alloy for joining copper fittings with copper tubing.
b. Use Type BAg (cadmium-free silver) alloy for joining copper with bronze.

3.5 PIPE AND TUBING INSULATION INSTALLATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated. Installation to maintain a continuous vapor barrier.

B. Insulation Installation on Pipe Fittings and Elbows:

1. Install mitered sections of pipe insulation.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed valve covers manufactured of same material as pipe insulation when available.
2. When preformed valve covers are unavailable, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

D. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

E. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless steel bands 12 inches o.c. and at end joints.

3.6 SOFTWARE

A. Cybersecurity:

1. Software:

a. Coordinate security requirements with IT department
b. Ensure that latest stable software release is installed and properly operating.
c. Disable or change default passwords to password using a combination of uppercase and lower letters, numbers, and symbols at least eight characters in length. Record passwords and turn over to party responsible for system operation and administration.

2. Hardware:

For Council Approval
Not for Bidding

a. Coordinate location and access requirements with IT department
b. Enable highest level of wireless encryption that is compatible with Owner's ICT network.
c. Disable dual network connections.

3.7 FIRESTOPPING

A. Comply with requirements in Section 078413 "Penetration Firestopping."

B. Comply with TIA-569-D, Annex A, "Firestopping."

C. Comply with BICSI TDMM, "Firestopping" Chapter.

3.8 FIELD QUALITY CONTROL

A. Perform the following tests and inspections with the assistance of manufacturer's service representative:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

B. Refrigerant Tubing Positive Pressure Testing:

1. Comply with more stringent of VRF HVAC system manufacturer's requirements and requirements indicated.
2. After completion of tubing installation, pressurize tubing systems to a test pressure of not less than 1.2 times VRF HVAC system operating pressure, but not less than 600 psig, using dry nitrogen
3. Successful testing shall maintain a test pressure for a continuous and uninterrupted period of 24 hours. Allowance for pressure changes attributed to changes in ambient temperature are acceptable.
4. Prepare test report to record the following information for each test:

a. Name of person starting test, company name, phone number, and e-mail address.
b. Name of manufacturer's service representative witnessing test, company name, phone number, and e-mail address.
c. Detailed description of extent of tubing tested.
d. Date and time at start of test.
e. Test pressure at start of test.
f. Outdoor temperature at start of test.
g. Name of person ending test, company name, phone number, and e-mail address.
h. Date and time at end of test.
i. Test pressure at end of test.
j. Outdoor temperature at end of test.
k. Remarks:

5. Submit test reports for Project record.

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Not for Bidding

C. Refrigerant Tubing Evacuation Testing:

1. Comply with more stringent of VRF HVAC system manufacturer's requirements and requirements indicated.
2. After completion of tubing positive-pressure testing, evacuate tubing systems to a pressure of 500 microns.
3. Successful testing shall maintain a test pressure for a continuous and uninterrupted period of one hour(s) with no change.
4. Prepare test report to record the following information for each test:

    a. Name of person starting test, company name, phone number, and e-mail address.
    b. Name of manufacturer's service representative witnessing test, company name, phone number, and e-mail address.
    c. Detailed description of extent of tubing tested.
    d. Date and time at start of test.
    e. Test pressure at start of test.
    f. Outdoor temperature at start of test.
    g. Name of person ending test, company name, phone number, and e-mail address.
    h. Date and time at end of test.
    i. Test pressure at end of test.
    j. Outdoor temperature at end of test.
    k. Remarks:

5. Submit test reports for Project record.
6. Upon successful completion of evacuation testing, system shall be charged with refrigerant.

D. System Refrigerant Charge:

1. Using information collected from the refrigerant tubing evacuation testing, system Installer shall consult variable refrigerant system manufacturer to determine the correct system refrigerant charge.
2. Installer shall charge system following VRF HVAC system manufacturer's written instructions.
3. System refrigerant charging shall be witnessed by system manufacturer's representative.
4. Total refrigerant charge shall be recorded and permanently displayed at the system's outdoor unit.

E. Products will be considered defective if they do not pass tests and inspections.

F. Prepare test and inspection reports.

3.9 STARTUP SERVICE

A. Engage a VRF HVAC system manufacturer's service representative to perform system(s) startup service.

1. Service representative shall be an employee or a factory-trained and -authorized service representative of VRF HVAC system manufacturer.
2. Complete startup service of each separate system.
3. Complete system startup service according to manufacturer's written instructions.

B. Startup checks shall include, but not be limited to, the following:

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1. Check control communications of equipment and each operating component in system(s).
2. Check each indoor unit's response to demand for cooling and heating.
3. Check each indoor unit's response to changes in airflow settings.
4. Check each indoor unit and outdoor unit for proper condensate removal.
5. Check sound levels of each indoor and outdoor unit.

C. Installer shall accompany manufacturer's service representative during startup service and provide manufacturer's service representative with requested documentation and technical support during startup service.

1. Installer shall correct deficiencies found during startup service for reverification.

D. System Operation Report:

1. After completion of startup service, manufacturer shall issue a report for each separate system.
2. Report shall include complete documentation describing each startup check, the result, and any corrective action required.
3. Manufacturer shall electronically record not less than two hours of continuous operation of each system and submit with report for historical reference.

a. All available system operating parameters shall be included in the information submitted.

3.10 ADJUSTING

A. Adjust equipment and components to function smoothly, and lubricate as recommended by manufacturer.

B. Adjust initial temperature and humidity set points. Adjust initial airflow settings and discharge airflow patterns.

C. Set field-adjustable switches and circuit-breaker trip ranges according to VRF HVAC system manufacturer's written instructions, and as indicated.

D. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.11 SOFTWARE SERVICE AGREEMENT

A. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for two years.

B. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.

1. Upgrade Notice: At least 30 days to allow Owner to schedule and access the system and to upgrade computer equipment if necessary.

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3.12 DEMONSTRATION

A. Engage a VRF HVAC system manufacturer's employed training instructor or factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain entire system.

END OF SECTION 238129

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SECTION 24 93 97
Lighting System with LED Light Source

PART 1 – GENERAL

1.1 SUMMARY

A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.

B. The purpose of these specifications is to define the lighting system performance and design standards for Roseville Aquatic using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.

C. The sports lighting will be for the following venues:

1. Swimming Pool 1
2. Swimming Pool 2

D. The primary goals of this sports lighting project are:

1. Guaranteed Light Levels: Selection of appropriate light levels impacts the safety of players and the enjoyment of spectators. Therefore, light levels are guaranteed to not drop below specified target values for a period of 25 years.
2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to players, spectators, and neighbors.
3. Cost of Ownership: To reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
4. Control and Monitoring – To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.
    a. Control and monitoring system shall provide contactor control of all existing circuits. Key switches shall be provided to provide field-level control of existing circuit groups.

1.2 ONFIELD LIGHTING PERFORMANCE

A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting manufacturers will provide a guarantee that light levels will be sustained over the life of the warranty period. Lighting calculations shall be developed, and field measurements taken on the grid spacing with the minimum number of grid points specified below.

Manufacturers will provide lumen maintenance data of the LED luminaires used per TM-21-11 and will Incorporate the lumen maintenance projections into the lighting designs to ensure target light levels are achieved throughout the guaranteed period of the system. Per IES guidelines, lumen maintenance hours should be reported based on the 6x multiplier of testing hours.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Swimming Pool 1	30 FC	2.5:1	128	10’ x 10’
Swimming Pool 2	20 FC	3:1	65	10’ x 10’

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B. Color Temperature: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.

C. Playability: Lighting design and luminaire selection should be optimized for playability by reducing glare onfield and providing sufficient uplight.

1. Aiming Angles: To reduce glare, luminaire aiming should ensure the top of the luminaire field angle (based on sample photometric reports) is a minimum of 10 degrees below horizontal.
2. Glare Control Technology – Luminaires selected should have glare control technology including, but not limited to: external visors, internal shields and louvres. No symmetrical beam patterns are acceptable.
3. Mounting Heights: To ensure proper aiming angles, minimum mountings heights shall be as described below. Higher mounting heights may be necessary for luminaire with lesser glare control to meet field angle requirements of section 1.2.C.1.

# of Poles	Pole Designation	Pole Height
5	P1-P5	70’

1.3 ENVIRONMENTAL LIGHT CONTROL

A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers, and external shields. No symmetrical beam patterns are accepted.

B. Spill Light and Glare Control: To minimize impact on adjacent properties, spill light and candela values must not exceed the following levels taken at 3 feet above grade.

	Average	Maximum
150’ Specified Spill Line Horizontal Footcandles	0 fc	0 fc
150’ Specified Spill Line Max Vertical Footcandles	0 fc	0 fc
150’ Specified Spill Line Max Candela (taken at 5 ft above grade)	6.3	215 cd

C. Spill Scans: Spill scans must be submitted indicating the amount of horizontal and vertical footcandles along the specified lines. Light levels shall be provided in 30-foot intervals along the boundary line at 3 ft above grade.

D. Sample Photometry: The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five years experience or by a manufacturer’s laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

E. Field Verification: Lighting manufacturer shall supply field verification of environmental light control using a meter calibrated within the last 12 months:

1. Spill verification: Illumination levels shall be taken in accordance with IESNA RP-6-22. The light sensing surface of the light meter should be held 36 inches above the playing surface with the sensing surface horizontal (for horizontal readings) or vertically pointed at the brightest light bank

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(for max vertical readings)

1.4 COST OF OWNERSHIP

A. Manufacturer shall submit a 25 year Cost of Ownership summary that includes energy consumption, anticipated maintenance costs, and control costs. All costs associated with faulty luminaire replacement - equipment rentals, removal and installation labor, and shipping - are to be included in the maintenance costs.

PART 2 – PRODUCT

2.1 SPORTS LIGHTING SYSTEM CONSTRUCTION

A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.

B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

C. System Description: Lighting system shall consist of the following:

1. Galvanized steel poles and cross-arm assembly.
2. Non-approved pole technology:
    a. Square static cast concrete poles will not be accepted.
    b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
3. Lighting systems shall use concrete foundations. See Section 2.4 for details.
    a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
    b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-enforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
4. Manufacturer will supply all drivers and supporting electrical equipment.
    a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
    b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for

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each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.

5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
6. All luminaires, visors, and cross-arm assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.
7. Control cabinet to provide remote on-off control, monitoring, and entertainment features of the lighting system. See Section 2.3 for further details.
8. Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
    a. Integrated grounding via concrete encased electrode grounding system.
    b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780.The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

D. Safety: All system components shall be UL listed for the appropriate application.

2.2 ELECTRICAL

A. Electric Power Requirements for the Sports Lighting Equipment:
    1. Electric power: 480 Volt, 3 Phase
    2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

B. Energy Consumption: The kW consumption for the field lighting system shall be 11.

2.3 CONTROL

A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.

B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.

C. Contactor control of lights: To minimize wear on drivers and other electrical components and prevent lights from turning on due to communication loss, circuits must be controlled via contactor switching, not dimming driver output to zero.

D. Dimming: System shall provide for 3-stage dimming (high-medium-low). Dimming will be set via scheduling options (Website, app, phone, email)

E. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have

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occurred during outage.

F. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).

G. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS and Android devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

1. Cumulative hours: shall be tracked to show the total hours used by the facility.
2. Report hours saved by using early off and push buttons by users.

H. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.

I. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

2.4 STRUCTURAL PARAMETERS

A. Wind Loads: Wind loads shall be based on the 2022 California Building Code. Wind loads to be calculated using ASCE 7-16, a design wind speed of 95 mi/h, exposure category C.

B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to AISC 360-16 Specification for Structural Steel Buildings.

C. The foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2022 CBC Table 1806.2.

PART 3 – EXECUTION

3.1 SOIL QUALITY CONTROL

A. It shall be the Contractor’s responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner’s approval / payment for additional costs associated with:

1. Providing engineered foundation embedment design by a registered engineer in the State of California for soils other than specified soil conditions;
2. Additional materials required to achieve alternate foundation;
3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 DELIVERY TIMING

B. Delivery Timing Equipment On-Site: The equipment must be on-site 8-10 weeks from receipt of approved submittals and receipt of complete order information.

3.3 FIELD QUALITY CONTROL

A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative,

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illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-22.

B. Field Light Level Accountability

1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years. These levels will be specifically stated as “guaranteed” on the illumination summary provided by the manufacturer.

2. The contractor/manufacturer shall be responsible for conducting initial light level testing and an additional inspection of the system, in the presence of the owner, one year from the date of commissioning of the lighting.

3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.

C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 WARRANTY AND GUARANTEE

A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner agrees to check fuses in the event of a luminaire outage.

PART 4 – DESIGN APPROVAL

4.1 PRE-BID SUBMITTAL REQUIREMENTS (Non-Musco)

A. Design Approval: The owner / engineer will review pre-bid submittals per section 4.1.B from all the manufacturers to ensure compliance to the specification 10 days prior to bid. If the design meets the design requirements of the specifications, a letter and/or addendum will be issued to the manufacturer indicating approval for the specific design submitted.

B. Approved Product: Musco’s Light-Structure System™ with TLC for LED® is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.

C. All listed manufacturers not pre-approved shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.

D. Bidders are required to bid only products that have been approved by this specification or addendum by the owner or owner’s representative. Bids received that do not utilize an approved system/design, will be rejected.

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REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS PRIOR TO BID

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. ***Submit checklist below with submittal.***

Yes / No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	Equipment Layout	Drawing(s) showing field layouts with pole locations
	C	On Field Lighting Design	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. Lighting design showing glare along the boundary line in candela. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	E	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	F	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	G	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of California, if required by owner.
	H	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system. They will also provide ten (10) references of customers currently using proposed system in the state of California.
	I	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of California.
	J	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of California.
	K	Project References	Manufacturer to provide a list of ten (10) projects where the technology and specific fixture proposed for this project has been installed in the state of California. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.

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	L	Product Information	Complete bill of material and current brochures/cut sheets for all products being provided.
	M	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
	N	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.

The information supplied herein shall be used for the purpose of complying with the specifications for Roseville Aquatic. By signing below, I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer: _____ **Signature:** _____

Contact Name: _____ **Date:** _____/_____/_____

Contractor: _____ **Signature:** _____

Musco Contact:

Musco Sports Lighting, LLC

2017 Stewart Road
PO Box 260
Muscatine, Iowa 52761
Local Phone: (563) 263-2281
Toll Free: (800) 756-1205

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SECTION 26 00 10

SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies supplemental requirements generally applicable to the Work specified in Division 26. This Section is also referenced by related Work specified in other Divisions.

1.2 COORDINATION

A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions:

1. Notify Construction Manager in advance of proposed interruption of electrical service.
2. Do not proceed with interruption of electrical service without Construction Manager's written permission.
3. Coordinate interruption with systems impacted by outage including.

1.3 PREINSTALLATION MEETINGS

A. Electrical Preconstruction Conference: Schedule conference with Owner’s Representative after notice to proceed. Agenda topics include, but are not limited to, the following:

1. Electrical installation schedule.
2. Status of power system studies.
3. Value analysis proposals and requests for substitution of electrical equipment.
4. Commissioning activities.

1.4 SEQUENCING

A. Conduct and submit results of power system studies before submitting Product Data and Shop Drawings for electrical equipment.

1.5 ACTION SUBMITTALS

A. Configurable equipment such as panelboards and light fixtures.
1. Common materials such as wire, conduit, boxes, devices, etc. that meet a UL or national standard are not required to be submitted.

1.6 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

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PART 2 - PRODUCTS

2.1 SUBSTITUTION LIMITATIONS FOR ELECTRICAL EQUIPMENT

A. Substitution requests for electrical equipment will be entertained

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Verify existing field conditions prior to rough-in

3.2 PREPARATION

A. Electrical Installation Schedule: At preconstruction meeting, and periodically thereafter as dates change, provide schedule for electrical installation Work to Owner's Representative including, but not limited to, milestone dates for the following activities:

1. Submission of power system studies.
2. Submission of specified coordination drawings.
3. Submission of action submittals specified in Division 26.
4. Orders placed for major electrical equipment.
5. Arrival of major electrical equipment on-site.
6. Preinstallation meetings specified in Division 26.
7. Utility service outages.
8. Utility service inspection and activation.
9. Mockup reviews.
10. Closing of walls and ceilings containing electrical Work.
11. System startup, testing, and commissioning activities for major electrical equipment.
12. System startup, testing, and commissioning activities for emergency lighting.
13. System startup, testing, and commissioning activities for automation systems (SCADA, BMS, lighting, HVAC, fire alarm, fire pump, etc.).
14. Pouring of concrete housekeeping pads for electrical equipment and testing of concrete samples.
15. Requests for special inspections.
16. Requests for inspections by authorities having jurisdiction.

B. Coordination Drawings for Conduit Routing: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:

1. Structural members in paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

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3.3 INSTALLATION OF ELECTRICAL WORK

A. Unless more stringent requirements are specified in the Contract Documents or manufacturers' written instructions, comply with NFPA 70 and NECA NEIS 1 for installation of Work specified in Division 26. Consult Owner's Representative for resolution of conflicting requirements.

3.4 FIELD QUALITY CONTROL

A. Administrant for Low-Voltage Electrical Tests and Inspections:
   1. Engage qualified low-voltage electrical testing and inspecting agency to administer and perform tests and inspections.

B. Administrant for Field Tests and Inspections of Lighting Installations:
   1. Engage qualified lighting testing and inspecting agency to administer and perform tests and inspections.

3.5 CLOSEOUT ACTIVITIES

A. Operation and Maintenance Data: Prepare and submit the following:

   1. Provide emergency operation, normal operation, and preventive maintenance manuals for each system, equipment, and device listed below:

      a. Pool sports lighting.

   2. Include the following information:

      a. Manufacturer's operating specifications.
      b. User's guides for software and hardware.
      c. Schedule of maintenance material items recommended to be stored at Project site.
      d. Detailed instructions covering operation under both normal and abnormal conditions.
      e. Manufacturer's instructions for setting field-adjustable components.
      f. Manufacturer's instructions for testing, adjusting, and reprogramming microprocessor controls.
      g. Exterior pole inspection and repair procedures.
      h. Include copies of demonstration and training videos.

B. Demonstration: Demonstrate to Owner's maintenance and clerical personnel how to operate the following systems and equipment:

   1. Pool sports lighting.

END OF SECTION 260010

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SECTION 26 24 16

PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Lighting and appliance branch-circuit panelboards.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Lighting and appliance branch-circuit panelboards.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details.
2. Show tabulations of installed devices with nameplates, conductor termination sizes, equipment features, and ratings.
3. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
4. Detail bus configuration, current, and voltage ratings.
5. Short-circuit current rating of panelboards and overcurrent protective devices.

1.3 INFORMATIONAL SUBMITTALS

A. Panelboard Schedules: For installation in panelboards.

B. Manufacturers' Published Instructions: Record copy of official installation instructions issued to Installer by manufacturer for the following:

1. Recommended procedures for installing panelboards.
2. Recommended torque settings for bolted connections on panelboards.
3. Recommended temperature range for energizing panelboards.

1.4 CLOSEOUT SUBMITTALS

A. Warranty documentation.

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PART 2 - PRODUCTS

2.1 PANELBOARDS AND LOAD CENTERS COMMON REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70, by qualified electrical testing agency recognized by authorities having jurisdiction, and marked for intended location and application.

B. Comply with NEMA PB 1.

C. Comply with NFPA 70.

D. Enclosures: Surface-mounted, dead-front cabinets.

1. Rated for environmental conditions at installed location.

a. Indoor Dry and Clean Locations: UL 50E, Type 1.
b. Outdoor Locations: UL 50E, Type 3R.
c. Other Wet or Damp Indoor Locations: UL 50E, Type 4.

2. Height: 7 ft (2.13 m) maximum.

E. Panelboard Short-Circuit Current Rating:

1. Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed, by qualified electrical testing laboratory recognized by authorities having jurisdiction, for 100 percent interrupting capacity.

2.2 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Listing Criteria: NEMA PB 1, lighting and appliance branch-circuit type.

B. Branch Overcurrent Protective Devices: Plug-in circuit breakers, replaceable without disturbing adjacent units.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with manufacturer's published instructions.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs.

B. Panelboard Nameplates: Label each panelboard with nameplate.

C. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles must be located on interior of panelboard door.

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D. Breaker Labels: Faceplate must list current rating, UL and IEC certification standards, and AIC rating.

E. Circuit Directory:

1. Provide directory card inside panelboard door, mounted in transparent card holder.

a. Circuit directory must identify specific purpose with detail sufficient to distinguish it from other circuits.

END OF SECTION 262416

For Council Approval
Not for Bidding

AdamLabs, Inc.
3807 Pasadena Avenue, Suite 190
Sacramento, CA 95821
Phone: (916) 692-8355
info@adamlabs.com

Asbestos Report

Date: 2/20/2026

Client: City of Roseville

Site: 3051 Woodcreek Oaks Blvd, Roseville, CA

On February 19, 2026, a survey was conducted consisting of a site inspection, sample collection, lab analyses, and this written summary. The inspection area is a commercial structure currently planned for renovation. Therefore, suspect materials will be impacted during the planned renovation specific to isolated areas of the structure. An assessment of the said materials throughout the areas of impact was made, and samples were collected of said areas of impact per the contractor's scope of work. This asbestos survey was conducted to confirm whether or not asbestos is identified in all suspect building materials.

Results indicate No Asbestos was detected. The information provided in this report can be used to obtain accurate bids from abatement contractors. Based on sample results, no asbestos was detected in the suspected building materials tested. All other materials that are not part of this survey shall be treated as asbestos-containing material until proven otherwise by PLM analyses.

The above site address falls under the jurisdiction and is subject to the requirements of the local Air Resource Board. The building material sample collection was conducted by a State OSHA Certified "Site Surveillance Technician" and/or "Asbestos Consultant" under AdamLabs, Inc. (in accordance with Rule 902 Section 401.3). The location of asbestos-containing material, quantity, percent, friability, type of asbestos, and date sampled can be found on the attached analytical lab report.

Approved by,

Adam Jahnsen, Certified Asbestos Consultant, DOSH #00-2813

Any suspect building materials not mentioned in this report should be assumed as ACM until proven otherwise through proper sampling and analysis. This includes other areas that are not mentioned with similar materials. Upon discovery of the unmentioned material, work must cease until further sampling is conducted.

This document is filed under lab identification number 26ABPb2888

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Not for Bidding

AdamLabs, Inc.
3807 Pasadena Ave. Ste. 190
Sacramento, CA 95821
Phone: (916)692-8355
Email: info@adamlabs.com

AIHA Laboratory #163722

Lab #: 26ABPb2888
Date Sampled: 2/19/2026
Date Analyzed: 2/20/2026
Sampled By: Adam Jahnsen
Analyzed By: Adam Jahnsen

Assessment and Analysis of Bulk Asbestos by Polarized Light Microscopy (PLM) EPA 600/M4 Method

CLIENT: City of Roseville **SITE:** 3051 Woodcreek Oaks Blvd, Roseville, CA

No.	LAYERS	AREA	LOCATION	DESCRIPTION	I.D.	RACM	Result
1	1	*	Olympic pool sidewall	plaster	Non-Fibrous		NAD
2	2	*	Classroom ceiling	texture coat w/paint	Cellulose Fibers		NAD
3	5	*	Classroom ceiling	joint compound w/sheetrock	Cellulose Fibers		NAD
4	2	*	Office wall	texture coat w/paint	Cellulose Fibers		NAD
5	5	*	Office wall	joint compound w/sheetrock	Cellulose Fibers		NAD
6	5	*	Lifeguard room wall	joint compound w/sheetrock	Cellulose Fibers		NAD
7	2	*	Boys bath ceiling	texture coat w/paint	Cellulose Fibers		NAD
8	2	*	Boys bath ceiling	texture coat w/paint	Cellulose Fibers		NAD
9	2	*	Boys bath W wall	texture coat w/paint	Cellulose Fibers		NAD
10	5	*	Boys bath W wall	joint compound w/sheetrock	Cellulose Fibers		NAD
11	2	*	Girls bath ceiling	texture coat w/paint	Cellulose Fibers		NAD
12	5	*	Girls bath ceiling	joint compound w/sheetrock	Cellulose Fibers		NAD
13	1	*	Girls bath wall panel	glue	Cellulose Fibers		NAD
14		*	Girls bath floor	Epoxy	Non-Fibrous		NAD

For Council Approval
Not for Bidding

LEGEND

NAD = No Asbestos Detected. DL = detection limit: <1% asbestos (trace). I.D. = fiber identification and/or asbestos type - percent.

APPROVED BY:

Adam Jahnsen, Lab Director
Certified Asbestos Consultant
Cal/OSHA 00-2813

Friable Asbestos = NESHAP RACM (Regulated Asbestos Containing Material): can be crumbled, pulverized or reduced to powder by hand pressure
Friable Asbestos = NESHAP RACM (Regulated Asbestos Containing Material): can be crumbled, pulverized or reduced to powder by hand pressure.
Non-friable Asbestos = NESHAP Category I material (resilient floor covering, vinyl floor tile, asphalt roofing products, packings and gaskets that cannot be rendered airborne by hand pressure) and/or NESHAP Category II material (all other non-friable asbestos containing material). Note that because of age or treatment, Category I and Category II materials, can be, and/or have the potential to become RACM.
RACM = NESHAP Regulated Asbestos Containing Material is all Friable ACM (>1% asbestos), including some conditions of Non-friable Category I & II ACM.
NESHAP = US EPA National Emissions Standards for Hazardous Air Pollutants

Analytical results represent the analysis of samples collected by AdamLabs, Inc. This report is generated at the request and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies will not be released to a third party without written request from the client. Sample(s) will be retained for a period of twelve months for possible future analytical verification, after which, the sample(s) will be disposed of according to all state and federal guidelines. AdamLabs Inc. is a participant in the BAPAT (Bulk Asbestos Proficiency Analytical Testing) quality assurance program by AIHA (American Industrial Hygiene Association).

AdamLabs, Inc.
3807 Pasadena Avenue, Suite 190
Sacramento, CA 95821
Phone: (916) 692-8355
info@adamlabs.com

Lead Report

Date: February 19, 2026

Client: City of Roseville

Site: 3051 Woodcreek Oaks Blvd, Roseville, CA 95747

The materials tested at the site above are not classified as Lead based Paint according to The State of California Department of Public Health (CDPH).

CDPH, Title 17 CCR Division 1 Chapter 8 Article 1 Definition 35033 establish the following: Surface coatings containing an amount of lead equal to, or excess of 5000 ppm, 0.5 % by weight or 1.0 mg/cm² by definition is "Lead Based Paint".

However, in addition to CDPH, Cal/OSHA and Cal/EPA are also other agencies that develop and enforce California regulations regarding worker safety and health. Housing and Urban Development (HUD) developed "Interim Guidelines" and "HUD Guidelines" which set standard of practice for lead-paint inspections, risk assessment, abatement and clearance.

Although CDPH lead worker certification is not required at lead levels below 5000 ppm, **OSHA regulates lead in any quantifiable amount;** no percent or weight amount is defined in the OSHA standards. Cal/OSHA uses the EPA definitions of Lead paint to trigger the notifications portions of the Cal/OSHA standard.

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The proposed work activities involve preparing surfaces to be re-painted. When removing paint containing lead, the following worker precautions should be implemented:

1. Worker must have 8 hours of "Lead Awareness training" within12 months.
2. Use respirators with NIOSH approved HEPA filters.
3. Use Disposable clothing with head and foot covering.
4. 6 mil poly sheeting and/or drop cloth placed bellow work activities extending 8 feet out.
5. Lead Hazard Barrier tape at perimeter of work area approx. 15 feet out.
6. Clean the work area by the use of a vacuum equipped with a HEPA filter.
7. After completion, a final clearance / inspection and testing is recommended.

A representative of AdamLabs Inc collected the samples. The lead sample collection at this site was a limited evaluation to determine the presence of Lead. The Lead concentrations, materials, and their location can be found on the corresponding analytical results data sheet.

Approved by,

Adam Jahnsen, State Certified Department of Public Health (DHS #2364)

This is filed under 26Pb2888.

For Council Approval
Not for Bidding

EHS Laboratories
ENVIRONMENTAL HAZARDS SERVICES, LLC
7469 Whitepine Rd
North Chesterfield, VA 23237
Telephone: 800.347.4010

Lead Paint Chip Analysis Report

Report Number: 26-02-03906

Client: Adam Labs Inc.
3807 Pasadena Ave. #190
Sacramento, CA 95821

Received Date: 02/20/2026
Analyzed Date: 02/20/2026
Reported Date: 02/20/2026

Project/Test Address: 3051 Woodcreek Oaks Blvd; Roseville, CA
Collection Date:

Client Number: 05-5658

Fax Number: 916-979-9251

Laboratory Results

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
26-02-03906-001	1	BOYS BATH CEILING	<120	<0.012	L17
26-02-03906-002	2	BOYS BATH WALL	<36	<0.0036	
26-02-03906-003	3	CLASS RM BLACK WALL	<86	<0.0086	

For Council Approval
Not for Bidding

Rev 1.0 (Revised On: 02/20/2026): Changed project address per client request

Environmental Hazards Services, L.L.C

Client Number: 05-5658 **Report Number:** 26-02-03906
Project/Test Address: 3051 Woodcreek Oaks Blvd; Roseville, CA

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID

Sample Narratives:

L17: Sample submitted was less than the recommended amount. A minimum of 0.1 grams should be submitted. Sample contains substantial amounts of substrate which may affect the calculated results with units of ppm and % by weight.

Preparation Method: ASTM E-1979-17
Analysis Method: EPA SW846 7000B

Danielle Bowen

Reviewed By Authorized Signatory:

Danielle Bowen
QA Clerk

The Reporting Limit (RL) for samples prepared by ASTM E-1979-17 is 10.0 ug Total Pb. The RL for samples prepared by EPA SW846 3050B is 25.0 ug Total Pb. Paint chip area and results are calculated based on area measurements determined by the client. All internal quality control requirements associated with this batch were met, unless otherwise noted.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, etc., was provided by the client. Results reported above in mg/cm3 are calculated based on area supplied by client. Measurement Uncertainty values are available upon request. This report shall not be reproduced except in full, without the written consent of Environmental Hazards Services, L.L.C.

ELLAP Accredtitation through AIHA LAP, LLC (100420), NY ELAP #11714.

LEGEND	Pb= lead	ug = microgram	ppm = parts per million
	ug/g = micrograms per gram	Wt. = weight	

For Council Approval
Not for Bidding

Rev 1.0 (Revised On: 02/20/2026): Changed project address per client request

EHS Laboratories
ENVIRONMENTAL HAZARDS SERVICES, LLC
7469 Whitepine Rd
North Chesterfield, VA 23237
Telephone: 800.347.4010

Lead Bulk Analysis Report

Report Number: 26-02-03906

Client: Adam Labs Inc.
3807 Pasadena Ave. #190
Sacramento, CA 95821

Collection Date:
Received Date: 02/20/2026
Analyzed Date: 02/20/2026
Reported Date: 02/20/2026

Project/Test Address: 3051 Woodcreek Oaks Blvd; Roseville, CA

Client Number: 05-5658

Laboratory Results

Fax Number: 916-979-9251

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
26-02-03906-004	4	BOYS SHOWER WALL TILE	<28	<0.0028	
26-02-03906-005	5	OLIMPIC POOL WALL TILE CERAMIC	<18	<0.0018	

Method: EPA SW846 7000B

Reviewed By Authorized Signatory: Danielle Bowen

Danielle Bowen
QA Clerk

The Reporting Limit (RL) is 10.0 ug Total Pb. All internal quality control requirements associated with this batch were met, unless otherwise noted.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. If the report does not contain the result for a field blank, it is due to the fact that the client did not include a field blank with their samples. These sample results do not reflect blank correction. Measurement Uncertainty values are available upon request. This report shall not be reproduced except in full, without the written consent of Environmental Hazards Services, L.L.C.

LEGEND	Pb= lead	ug = microgram	ppm = parts per million
	ug/g = micrograms per gram	Wt. = weight	

Rev 1.0 (Revised On: 02/20/2026): Changed project address per client request

For Council Approval
Not for Bidding

ENVIRONMENTAL HAZARDS SERVICES, LLC

Lead Chain of Custody Form

Page 1 of 1

Company Name	Adam Labs, Inc	Account #	26PB7888
Company Address	3807 Pasadena Ave Suite 190	City/State/Zip	Sacramento, Ca 95821
Phone	916-692-8355	Email	info@adamlabs.com
Project Name / Testing Address	3051 WOODCREEK OAKS BLVD, ROSEVILLE, CA		
PO Number		Collected By	Adam Tatum

Turn-Around Time: ○ 5 Day ○ 3 Day ○ 2 Day ○ 1 Day ◉ Same Day / Weekend - Must Call Ahead

Do Submitted Dust Wipe Samples Meet ASTM E1792 Requirements? ☐ Yes ☐ No

NEW YORK CITY Pb DUST WIPE PROJECTS: Please take floor dust wipe samples using a 2 ft² wipe area.

SAMPLE TYPES				SAMPLE LOCATION ABBREVIATIONS										SURFACE TYPE FOR DUST WIPES			
Dust Wipe	DW	Air	A	Family Room	FR	Front	F	1st FL	1	Bath	BA	Bedroom	BR	Floor	FL	Window Well	WW
Paint Chip	PC	Soil	S	Living Room	LR	Rear	R	2nd FL	2	Dining	DR	Basement	O	Carpet	CP	Window Sill	SL
Composite Soil	CS	Composite Wipe	CW	Den	DN	Left	LT	Right	RT	Kitchen	KT						

LAB NUMBER	Client Sample ID	Collection Date	Sample Type	Collection Location [LR, KT, BA,]	Surface Type	Area: Length X Width (In Inches) [Provide paint chip area only if results are needed in mg/cm²]	Paint Chip: mg/cm²	Paint Chip: % by weight	Air: Total Time [minutes]	Air: Flow Rate [L/min]	Air: Total Volume [Liters]
1		2/29/26	PC	Boys Bath Ceiling		X					
2			PC	Boys Bath wall		X					
3			PC	Class Rm Block wall		X					
4			Bulk	Boys Shower wall tile ceramic							
5			Bulk	Olympic Pool ~~Plaster~~ wall x tile ceramic							
6						X					
7						X					
8						X					
9						X					
10						X					
11						X					
12						X					
13						X					
14						X					

Released By: Adam Labs, Inc Adam Tatum Date: 2/29/26 Time: 14:30

Signature:

LAB USE ONLY – BELOW THIS LINE

Received By:

Signature:

Date: 2/20/26 Time: 10:15 ☒ AM ☐ PM

☐ Portal Contact Added

26-02-03906

Due Date: 02/20/2026 (Friday) AE

7469 WHITEPINE RD, RICHMOND, VA 23237 (800)-347-4010

RESULTS VIA CLIENT PORTAL AVAILABLE @ www.leadlab.com

For Council Approval Not for Bidding

ENGEO
Expect Excellence

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES

Project No.
15004.000.012

August 26, 2020
Revised January 4, 2021

Ms. Heather Buck
Park Development Analyst
City of Roseville
316 Vernon Street, Suite 400
Roseville, CA 95678

Subject: Slide Replacement
Roseville Aquatics Complex
3051 Woodcreek Oaks Boulevard
Roseville, California 95747

GEOTECHNICAL REPORT UPDATE

Dear Ms. Buck:

As requested, we are providing a geotechnical report update for the Roseville Aquatics Center project in Roseville, California. The purpose of this report update is to confirm the applicability of our previous foundation recommendations and provide 2019 CBC seismic parameters for the proposed replacement slides. In preparation of this report, we reviewed our previous geotechnical documents (References 1 through 3), reviewed the June 30, 2020 Slide Replacement Options (Reference 4), and visited the site on August 25, 2020 to observe the existing slide.

The 1993 geotechnical report, Reference 2, included recommendations for design of the Roseville Aquatics Complex. A summary of the geotechnical testing and observation provided during construction of the Roseville Aquatics Complex is included in Reference 3. In 2006, ENGEO performed two additional soil borings and laboratory testing adjacent to the competition pool to the south of the existing slide. The site plan, boring logs, and laboratory test results from the 2006 study are attached to this document.

PROJECT DESCRIPTION

The concept plans indicate the current outdoor slide will be replaced with one new slide, which will have an option for a second future slide. Associated improvements will include installation of new supply piping and construction of a steel supporting tower. The upper platform is planned to be approximately 25 feet above grade. The plans indicate that some pool decking will be demolished and replaced to accommodate the new piping. One of the proposed slides will exit into the adjacent 3½-foot deep pool and a future second slide will be a "run-out" slide. The plans suggest the proposed slide footprint is larger, and extends further west, than the existing slide structure. Additionally, the project includes replacement of the existing waterplay pool with a new splash pad.

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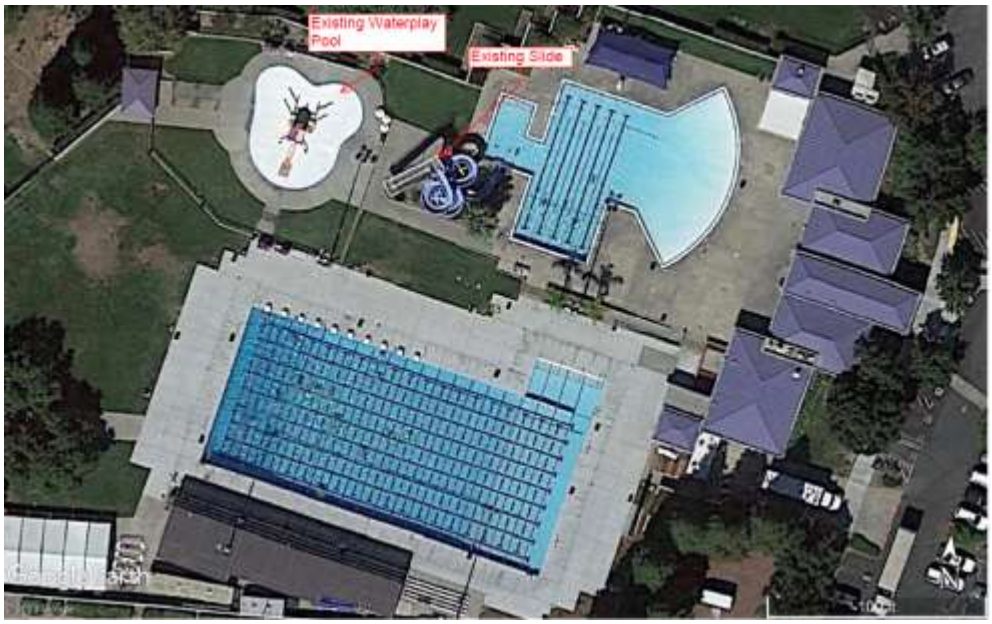
Not for Bidding

EXHIBIT 1: Location of Existing Slide (JKA, P2)



SITE CONDITIONS

We visited the site on August 25, 2020 to observe the existing conditions around the slide. The existing slide structure is supported on several footings that are surrounded by either concrete flatwork, interlocking concrete pavers, or landscaping. The slide exits into the adjacent recreation swimming pool to the north of the slide. A palm tree was located in the southeast corner of the existing slide.

PHOTO 1: Landscaping Around Slide



PHOTO 2: Typical Footing At Existing Slide



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Not for Bidding

CONCLUSION AND RECOMMENDATIONS

Based on our review, it is our opinion that the findings, conclusions, and recommendations in Reference 2 remain valid with the following supplemental recommendations.

FOUNDATION RECOMMENDATIONS

The slide may be supported on isolated and continuous spread footings that are founded in native soil or engineered fill, as determined by ENGEO. Provide minimum footing dimensions as follows in Table 1 below.

TABLE 1: Minimum Footing Dimensions

FOOTING TYPE	*MINIMUM DEPTH (INCHES)	MINIMUM WIDTH (INCHES)
Continuous	**24**	**12**
Isolated	**24**	**18**

* below lowest adjacent pad grade

Footings located within a 1:1 zone projected upward from the bottom of the adjacent pool should be embedded a minimum depth equal to the depth of the adjacent pool.

Design footings recommended above for a maximum allowable bearing pressure of 3,000 pounds per square foot (psf) for dead-plus-live loads. This bearing capacity may be increased by one-third for the short-term effects of wind or seismic loading. The maximum allowable bearing pressure is a net value; the weight of the footing may be neglected for design purposes. Footings located adjacent to utility trenches should have their bearing surfaces below an imaginary 1:1 (horizontal:vertical) plane projected upward from the bottom edge of the trench to the footing. Although we have not seen the configuration of the proposed foundation, we estimate on a preliminary basis that total and differential foundation settlements would likely be less than approximately 1 and ½ inch, respectively. We should be provided an opportunity to review the foundation plans to confirm this.

Lateral loads may be resisted by friction along the base and by passive pressure along the sides of foundations. The passive pressure is based on an equivalent fluid pressure in pounds per cubic foot (pcf). We recommend the following allowable values for design, which include a factor of safety of 1.5:

- Passive Lateral Pressure: 300 pcf
- Coefficient of Friction: 0.3

The above values may be increased by one-third for the short-term effects of wind or seismic loading.

We recommend we be retained to review the final foundations plans and structural loads.

EARTHWORK RECOMMENDATIONS

Improvement areas should be cleared of surface and subsurface deleterious materials, including existing building foundations, slabs, buried utility and irrigation lines, pavements, debris, and designated trees, shrubs, and associated roots. Clean and backfill excavations extending below the planned finished site grades with suitable material compacted to the recommendations a minimum of 90 percent relative compaction (ASTMD 1557) at a minimum of 3 percentage points above optimum moisture. If desired by the City and design team, the existing footings can be abandoned in place.

For Council Approval
Not for Bidding

Perform subgrade compaction prior to fill placement, following cutting operations, and in areas left at grade as follows.

1. Scarify to a depth of at least 8 inches.
2. Moisture condition soil to at least 3 percentage point above the optimum moisture content.
3. Compact the subgrade to at least 90 percent relative compaction.

After the subgrade soil has been compacted, place and compact acceptable fill as follows.

1. Spread fill in loose lifts that do not exceed 8 inches.
2. Moisture condition lifts to at least 3 percentage point above the optimum moisture content.
3. Compact fill to a minimum of 90 percent relative compaction.

2019 CBC Seismic Design Parameters

Based on the subsurface conditions encountered, we characterize the site as Site Class D. We provide the 2019 CBC seismic design parameters in Table 2, which include design spectral response acceleration parameters based on the mapped Risk-Targeted Maximum Considered Earthquake (MCE_R) spectral response acceleration parameters.

TABLE 2: 2019 CBC Seismic Design Parameters, Latitude: 38.7642634 Longitude: -121.3313329

PARAMETER	VALUE
Site Class	D
Mapped MCE_R Spectral Response Acceleration at Short Periods, S_S (g)	0.451
Mapped MCE_R Spectral Response Acceleration at 1-second Period, S_1 (g)	0.225
Site Coefficient, F_A	1.439
Site Coefficient, F_V	See ASCE 7-16 Section 11.4.8*
MCE_R Spectral Response Acceleration at Short Periods, S_{MS} (g)	0.649
MCE_R Spectral Response Acceleration at 1-second Period, S_{M1} (g)	See ASCE 7-16 Section 11.4.8*
Design Spectral Response Acceleration at Short Periods, S_{DS} (g)	0.433
Design Spectral Response Acceleration at 1-second Period, S_{D1} (g)	See ASCE 7-16 Section 11.4.8*
Mapped MCE Geometric Mean (MCE_G) Peak Ground Acceleration, PGA (g)	0.191
Site Coefficient, F_{PGA}	1.42
MCE_G Peak Ground Acceleration adjusted for Site Class effects, PGA_M (g)	0.271
Long period transition-period, T_L (sec)	12

*Requires site-specific ground motion hazard analysis per ASCE 7-16 Section 11.4.8

We estimate the fundamental period of the proposed slide structure will be less than $1.5T_s$. Therefore, the structural engineer may consider exception(s) of Section 11.4.8 of ASCE 7-16 as follows:

> "A ground motion hazard analysis is not required for structures… where, structures on Site Class D sites with S_1 greater than or equal to 0.2, provided the value of the seismic response coefficient C_s is determined by Eq. (12.8-2) of ASCE 7-16 for values of $T \leq 1.5T_S$ and taken as equal to 1.5 times the value computed in accordance with Eq. (12.8-3) of ASCE 7-16 for $1.5T_s < T \leq T_L$."

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Not for Bidding

We can provide a scope for site-specific seismic hazard analysis and ground motion study under separate cover, if needed.

CORROSION POTENTIAL

The 2006 report by ENGEO, Reference 1, included corrosion testing on two samples of soil collected from soil borings performed near the competition pool. The results of the two tests are attached to this letter.

TABLE 3: 2006 ENGEO Corrosivity Test Results

SAMPLE LOCATION	DEPTH	PH	RESISTIVITY (OHMS-CM)	CHLORIDE (PPM)	SULFATE (PPM)
B1	5½	4.98	1,150	163	2.5
B2	3½	7.59	1,390	150	6.7

The 2019 CBC references the 2014 American Concrete Institute Manual, ACI 318-14, Section 19.3.1 for concrete durability requirements. In accordance with the criteria in Section 19.3.1, the soil samples tested are categorized as Not Applicable for sulfate exposure. Considering a 'Not Applicable' sulfate exposure, there is no requirement for cement type or water cement ratio; however, a minimum concrete compressive strength of 2,500 psi is specified by the building code. For this sulfate range, we recommend Type II cement and a concrete mix design for foundations and building slabs-on-grade that incorporates a maximum water-cement ratio of 0.50. It should be noted, however, that the structural engineering design requirements for concrete may result in more stringent concrete specifications.

Based on the resistivity measurements, the soil is considered highly corrosive buried metal piping (Reference 5). Values tested for chloride do not pose a significant impact to metals or concrete.

If desired to investigate this further, we recommend a corrosion consultant be retained to evaluate if specific corrosion recommendations are advised for the project.

CLOSURE

This geotechnical report update was prepared for the sole use of the City of Roseville and their consultants for design of the proposed project. We strived to perform our services in accordance with generally accepted geotechnical engineering practices at this time and location; no warranty is express or implied. If changes occur in the nature or design of the project, we should be allowed to review this report and provide additional recommendations, if any. The conclusions and recommendations contained in this report are solely professional opinions and are valid for a period of no more than 2 years from the date of report issuance.

There are risks of earth movement and property damages inherent in building on or with earth materials. We are unable to eliminate all risks; therefore, we are unable to guarantee or warrant the results of our services.

For Council Approval
Not for Bidding

If you have any questions or comments regarding this letter, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated



Nicholas Broussard, GE

Mark Gilbert, GE, QSD

nb/mmg/cjn

Attachments: References
Vicinity Map, Site Plan, Soil Boring Logs, Laboratory Test Results (ENGEO, 2006).

For Council Approval
Not for Bidding

REFERENCES

1. ENGEO; Report of Engineering Consultation Services, Roseville Aquatic Center, Roseville, California; Project No. 5905.500.151; October 19, 2006.

2. Anderson Consulting Group; Geotechnical Report, Mahany Community Park, Roseville, California; File No. 3186-1; May 24, 1993.

3. Anderson Consulting Group; Grading Summary Letter, Mahany Park Phase 1 and Roseville Aquatics Complex, Roseville, California; File No. 3186-2; January 20, 1995.

4. JKA Architecture and WTI; Slide Replacement Options SD Sheets P1, P2, P3, P13, P14, P15, P16, P17; Roseville Aquatics Complex, Roseville, California; dated June 30, 2020.

5. Roberg, P. Corrosion Basics, An Introduction - Second Edition, 2016.

For Council Approval
Not for Bidding

Vicinity Map, Site Plan, Soil Boring Logs,
Laboratory Test Results (ENGEO, 2006)

For Council Approval
Not for Bidding

15004.000.012
August 26, 2020
Revised January 4, 2021

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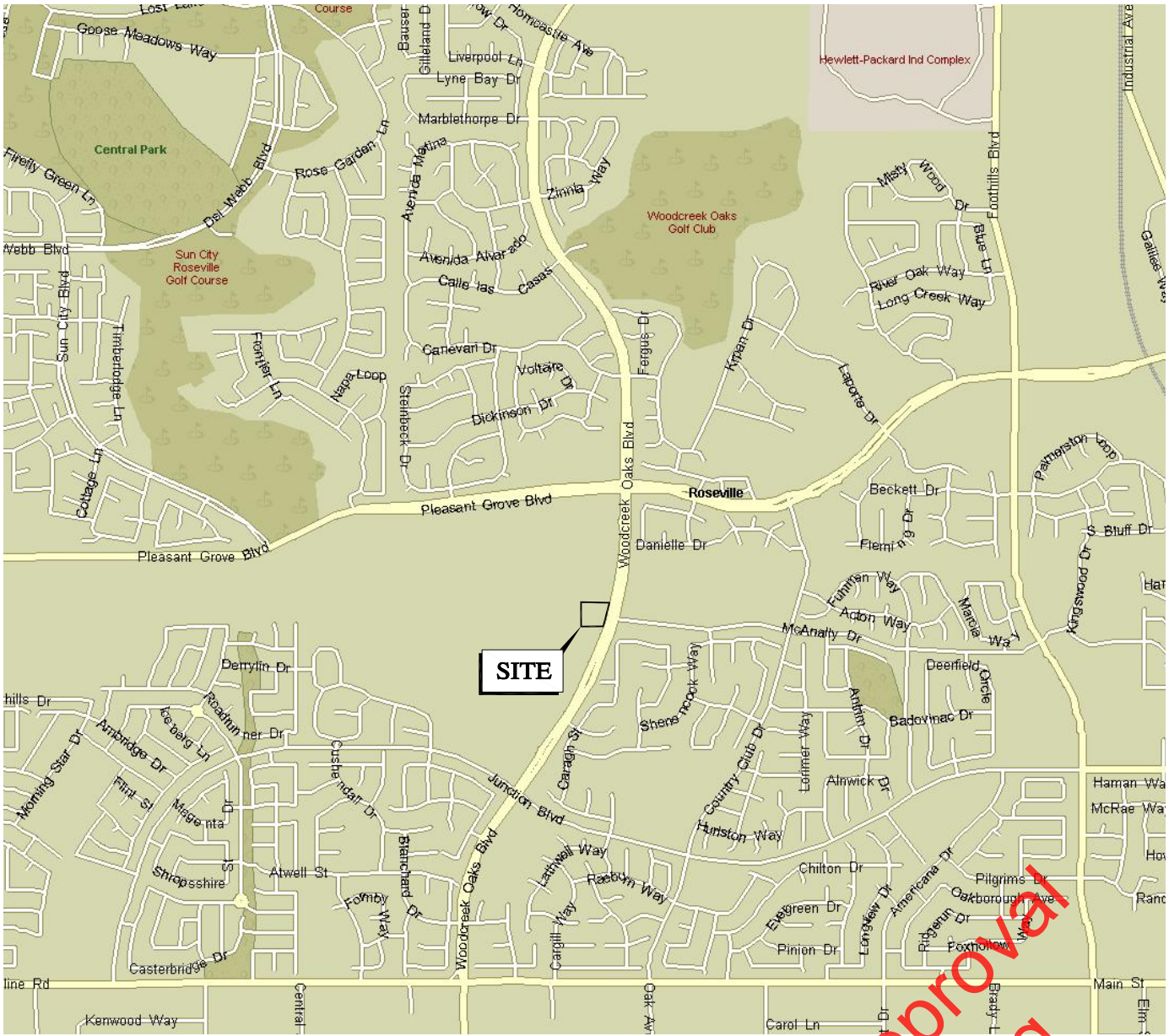

For Council Approval
Not for Bidding

N

0 FEET 2000

0 METERS 1000

BASE MAP SOURCE: MS STREETS AND TRIPS

ENGEO INCORPORATED
EXCELLENT SERVICE SINCE 1971

VICINITY MAP

ROSEVILLE AQUATIC CENTER

ROSEVILLE, CALIFORNIA

PROJECT NO.: 5905.5.001.51	FIGURE NO. 1
DATE: OCTOBER 2006	
DRAWN BY: SRP	CHECKED BY: MG

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ORIGINAL FIGURE PRINTED IN COLOR

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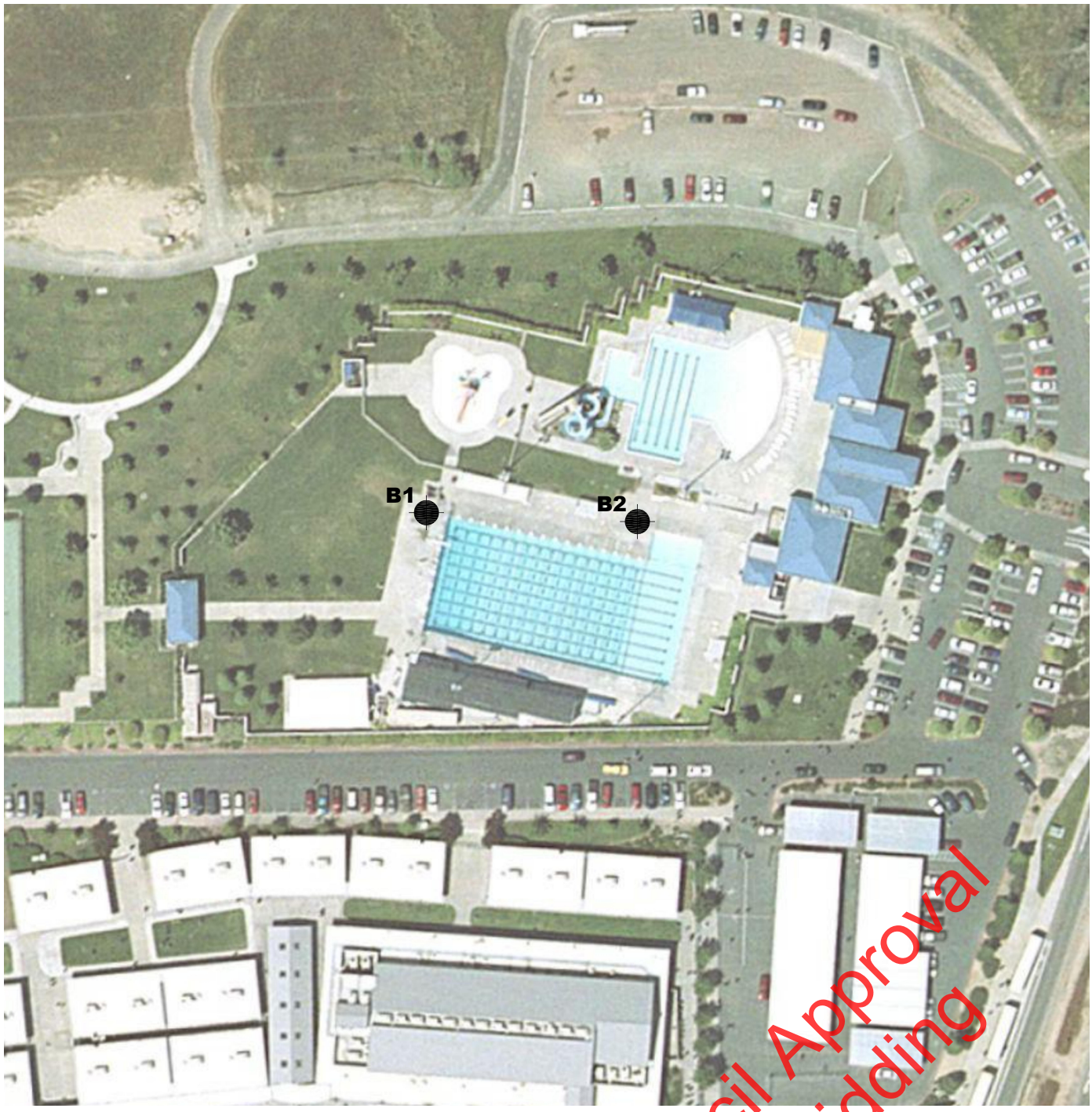

For Council Approval
Not for Bidding

EXPLANATION

B2 — APPROXIMATE LOCATION OF BORING

N

0 FEET 100

0 METERS 50

BASE MAP SOURCE: USA PHOTOMAPS

ENGEO INCORPORATED
EXCELLENT SERVICE SINCE 1971

SITE MAP
ROSEVILLE AQUATIC CENTER
ROSEVILLE, CALIFORNIA

PROJECT NO.: 5905.5.001.51		FIGURE NO. 2
DATE: OCTOBER 2006		
DRAWN BY: SRP	CHECKED BY: MG	

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APPENDIX A

Field Exploration Description
Key to Boring Logs
Exploratory Logs

For Council Approval
Not for Bidding

FIELD EXPLORATION NOTES

We drilled 2 borings on the site for this report. An ENGEO representative supervised the drilling, and logged the subsurface conditions. A pickup mounted Giddings drill rig was used to drill the borings using solid flight auger methods.

The boring logs present descriptions and graphically depict the subsurface soil and groundwater conditions encountered. The maximum depth penetrated by the borings was 15 feet.

We obtained bulk soil samples from drill cuttings. We retrieved both disturbed and relatively undisturbed soil samples at various intervals in the borings using standard penetration tests and a 3-inch O.D. split spoon sampler.

The blow counts were obtained by dropping a 140-pound hammer through a 30-inch free fall. The samplers was driven 12, 18, or 24 inches and the number of blows was recorded for each 6 inches of penetration. The blows counts recorded on the boring log represent the number of blows required to drive the sampler 6 inches.

NOTES TO THE LOGS

We determined the lines designating the interface between soil materials on the logs using visual observations. The transition between the materials may be abrupt or gradual.

The logs contain information concerning samples recovered, indications of the presence of various materials such as sand, silt, etc., and observations of groundwater encountered. The field logs also contain our interpretation of the soil conditions between samples. Therefore, the logs contain both factual and interpretative information. Our conclusions are based on the contents of the final logs. The final logs represent our interpretation of the contents of the field logs.

For Council Approval
Not for Bidding

KEY TO BORING LOGS

MAJOR TYPES			DESCRIPTION
COARSE-GRAINED SOILS MORE THAN HALF OF MAT'L LARGER THAN #200 SIEVE	GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE SIZE	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW - Well graded gravels or gravel-sand mixtures GP - Poorly graded gravels or gravel-sand mixtures
		GRAVELS WITH OVER 12 % FINES	GM - Silty gravels, gravel-sand and silt mixtures GC - Clayey gravels, gravel-sand and clay mixtures
	SANDS MORE THAN HALF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE SIZE	CLEAN SANDS WITH LITTLE OR NO FINES	SW - Well graded sands, or gravelly sand mixtures SP - Poorly graded sands or gravelly sand mixtures
		SANDS WITH OVER 12 % FINES	SM - Silty sand, sand-silt mixtures SC - Clayey sand, sand-clay mixtures
FINE-GRAINED SOILS MORE THAN HALF OF MAT'L SMALLER THAN #200 SIEVE	SILTS AND CLAYS LIQUID LIMIT 50 % OR LESS		ML - Inorganic silt with low to medium plasticity CL - Inorganic clay with low to medium plasticity OL - Low plasticity organic silts and clays
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50 %		MH - Inorganic silt with high plasticity CH - Inorganic clay with high plasticity OH - Highly plastic organic silts and clays
	HIGHLY ORGANIC SOILS		PT - Peat and other highly organic soils

GRAIN SIZES

U.S. STANDARD SERIES SIEVE SIZE				CLEAR SQUARE SIEVE OPENINGS				
200	40	10	4	3/4 "	3"	12"		
SILTS AND CLAYS	SAND			GRAVEL			COBBLES	BOULDERS
	FINE	MEDIUM	COARSE	FINE	COARSE			

RELATIVE DENSITY

SANDS AND GRAVELS	BLOWS/FOOT (S.P.T.)
VERY LOOSE	0-4
LOOSE	4-10
MEDIUM DENSE	10-30
DENSE	30-50
VERY DENSE	OVER 50

CONSISTENCY

SILTS AND CLAYS	STRENGTH*	BLOWS/FOOT (S.P.T.)
VERY SOFT	0-1/4	0-2
SOFT	1/4-1/2	2-4
MEDIUM STIFF	1/2-1	4-8
STIFF	1-2	8-15
VERY STIFF	2-4	15-30
HARD	OVER 4	OVER 30

MOISTURE CONDITION

DRY	Absence of moisture, dusty, dry to touch
MOIST	Damp but no visible water
WET	Visible freewater
SATURATED	Below the water table

MINOR CONSTITUENT QUANTITIES (BY WEIGHT)

TRACE	Particles are present, but estimated to the less than 5%
SOME	5 to 15%
WITH	15 to 30%
.....Y	30 to 50%

SAMPLER SYMBOLS

- Modified California (3" O.D.) sampler
- California (2.5" O.D.) sampler
- S.P.T. - Split spoon sampler
- Shelby Tube
- Continuous Core
- Bag Samples
- Grab Samples
- NR No Recovery

LINE TYPES

- ———— Solid - Layer Break
- – – – – – – Dashed - Gradational or approximate layer break

GROUND-WATER SYMBOLS

- Groundwater level during drilling
- Stabilized groundwater level

ENGEO INCORPORATED
EXCELLENT SERVICE SINCE 1971

(S.P.T.) Number of blows of 140 lb. hammer falling 30" to drive a 2-inch O.D. (1-3/8 inch I.D.) sampler

* Unconfined compressive strength in tons/sq. ft., asterisk on log means determined by pocket penetrometer

For Council Approval
Not for Bidding

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LOG OF BORING B - 1

ROSEVILLE AQUATIC CENTER
3051 Woodcreek Oaks Blvd.
ROSEVILLE, CA
5905.5.001.51

DATE DRILLED: 10/05/06
HOLE DEPTH (FT): 15 ft.
HOLE DIAMETER: 4.5 in.
SURF ELEV (FT-MSL): Approx. 130 ft.

LOGGED / REVIEWED BY: M.Turner / K. Bickler
DRILLING CONTRACTOR: Cal Nev GeoExploration
DRILLING METHOD: Soild Flight Auger
HAMMER TYPE: Automatic Trip Hammer

Depth in Feet	Depth in Meters	Sample Type	DESCRIPTION	Log Symbol	Water Level	Blow Count / 6 in.	Moisture Content (% dry weight)	Dry Unit Weight (pcf)	Unconfined Strength (tsf) *field approx
0	0		PORTLAND CEMENT CONCRETE (approximatley 6 inches)			14			
			AGGREGATE BASE (approximately 7 inches)			12			
			SILTY SAND, yellowish brown, medium dense, moist, fine to medium grained sand, slighly cemented			14	30.9	82.7	
			SANDY SILT, light brown, very dense, slightly moist, fine grained sand, cemented			35			
	1		SILTY SAND, light brown, very dense, slightly moist, fine grained sand, non cemented			5			
						11			
5			At 4 1/2 feet grades to medium dense			17			
			SILTY SAND, light brown, very dense, slightly moist, fine grained sand, variably cemented			14			
	2					32			
			SILTY SAND, Light brown, dense, slightly moist, fine grained sand, non cemented			40			
						8			
			At 8 feet SILTY SAND, medium dense, fine to coarse grained sand			18			
						21			
			At 9 feet fine grained sand			9			
10	3					16	12.4		
			At 10 feet brownish gray, medium to coarse grained sand, moist to wet		▼	18			
						10			
						22			
						29			
					▽				
	4		SANDY SILT, light brown, very dense, moist, fine grained sand						
						18			
						40	25.3		
15						20/2"			
	5		Bottom of boring at 15 feet. Groundwater encountered at 12 1/2 feet during drilling Groundwater at 10 feet approximately 2 1/2 hours after drilling						
20	6								
	7								
25									
	8								
30	9								

For Council Approval
Not for Bidding

10-12-2006 G:\Active Projects\5905\5905500151\5905500151_bor1.bor

ENGEO INCORPORATED

LOG OF BORING B - 2

ROSEVILLE AQUATIC CENTER
3051 Woodcreek Oaks Blvd.
ROSEVILLE, CA
5905.5.001.51

DATE DRILLED: 10-05-06
HOLE DEPTH (FT): 10 ft.
HOLE DIAMETER: 4.5 in.
SURF ELEV (FT-MSL): Approx. 130 ft.

LOGGED / REVIEWED BY: M. Turner / K. Bickler
DRILLING CONTRACTOR: Cal Nev GeoExploration
DRILLING METHOD: Soild Flight Auger
HAMMER TYPE: Automatic Trip Hammer

Depth in Feet	Depth in Meters	Sample Type	DESCRIPTION	Log Symbol	Water Level	Blow Count / 6 in.	Moisture Content (% dry weight)	Dry Unit Weight (pcf)	Unconfined Strength (tsf) *field approx
0	0		PORTLAND CEMENT CONCRETE (approximatley 6 inches)						
			AGGREGATE BASE (approximately 8 inches)						
			SILTY SAND, brown, loose to medium dense, moist, fine to medium grained sand						
			SANDY SILT, brown medium dense, moist, fine grained sand			5	17.4		
	1		SILTY SAND, brown, medium dense, moist, fine to medium grained sand			5 6 7			
5						3 4 6			
			SANDY SILT, brown, medium dense, moist, fine grained sand			8			
	2		SILTY SAND, brown, medium dense, moist, fine grained sand			4 12	29.6		
			SANDY SILT, light brown, medium dense, moist			20			
			At 7 feet grades to fine grained sand, very moist			17 6			
			At 7 1/2 feet grade without sand and with some clay, dense			12			
10	3		SILTY SAND, brown, medium to dense, fine grained sand			15	18.1		
			SANDY SILT, light brown, dense, fine grained sand						
			Bottom of boring at 10 feet. No groundwater encountered.						
15	4								
	5								
20	6								
	7								
25	8								
30	9								

For Council Approval
Not for Bidding

10-12-2006 G:\Active Projects\5905\5905001\151\5905500151_bor2.bor

APPENDIX B
LABORATORY TEST DATA

Liquid and Plastic Limits Test Report
Expansion Index Report
Concrete Core Compression Test Results
Analytical Results of Soil Corrosion (2 pages)

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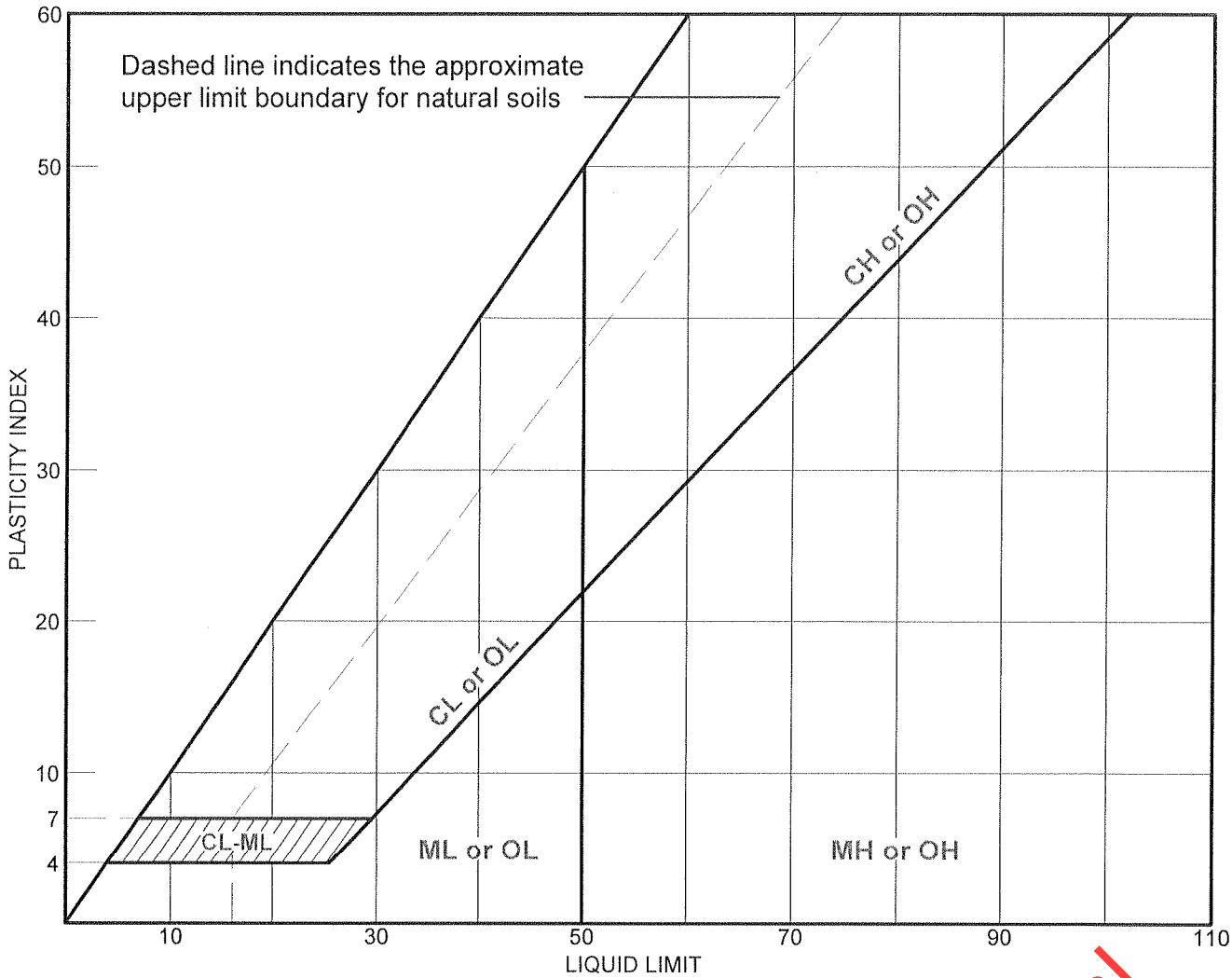
LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	GEX	B1@5	5		NP	NV	NP	ML
■	GEX	B2@3	3		NP	NV	NP	ML

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LIQUID AND PLASTIC LIMITS TEST REPORT

ENGEO INCORPORATED

Client: City of Roseville
Project: Roseville Aquatic Center
Project No.: 5905.5.001.51 **Figure**

EXPANSION INDEX TEST RESULTS

ASTM D 4829

DATE: **10/11/05**
JOB NO.: **5905.5.001.51**
JOB NAME: **Roseville Aquatic Center**

SAMPLE I.D.	SOIL DESCRIPTION	INITIAL DRY DENSITY (pcf)	INITIAL MOISTURE CONTENT (%)	FINAL MOISTURE CONTENT (%)	EXPANSION INDEX
B1@3	Tan Sandy Silt (ML)	90.9	12.0	29.2	**2**

CLASSIFICATION OF EXPANSIVE SOIL
ASTM D 4829

EXPANSION INDEX	POTENTIAL EXPANSION
0-20	Very Low
21-50	Low
51-90	Medium
91-130	High
Above 130	Very High

For Council Approval
Not for Bidding

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Concrete Core Compression Test Results
ASTM C 42 / C42M - 99

Project Name: **Roseville Aquatic Center**

Date: **10/11/06**

Project Number: **5905.5.001.51**

Tech: **S. Lee**

Sample:	B1	B2
Length of Sample (inches):	5.6	6
Diameter of Sample (inches):	5.78	5.78
Cross-sectional Area (inches^2):	26.24	26.24
Maximum Load (pounds):	174000	154600
Compressive Strength (psi):	6632	5893
Ratio of Length to Diameter:	0.97	1.04
Corrected Compressive Strength (psi):	**6140**	**5460**

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Not for Bidding

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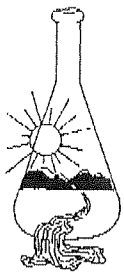

Sunland Analytical
11353 Pyrites Way, Suite 4
Rancho Cordova, CA 95670
(916) 852-8557

Date Reported 10/11/2006
Date Submitted 10/06/2006

To: Mike Turner
Engeo Inc.
2213 Plaza Dr.
Rocklin, CA 95765

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:
Location : 5905.5.001.51 Site ID : B2 @ 3.5'.
Thank you for your business.

* For future reference to this analysis please use SUN # 49044-97740.

EVALUATION FOR SOIL CORROSION

Soil pH	7.59	
Minimum Resistivity	1.39 ohm-cm (x1000)	
Chloride	150.2 ppm	00.01502 %
Sulfate	6.7 ppm	00.00067 %

METHODS
pH and Min.Resistivity CA DOT Test #643
Sulfate CA DOT Test #417, Chloride CA DOT Test #422

For Council Approval
Not for Bidding

Sunland Analytical
11353 Pyrites Way, Suite 4
Rancho Cordova, CA 95670
(916) 852-8557

Date Reported 10/11/2006
Date Submitted 10/06/2006

To: Mike Turner
Engeo Inc.
2213 Plaza Dr.
Rocklin, CA 95765

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:
Location : 5905.5.001.51 Site ID : B1 @ 5.5'.
Thank you for your business.

* For future reference to this analysis please use SUN # 49044-97741.

EVALUATION FOR SOIL CORROSION

Soil pH	4.98	
Minimum Resistivity	1.15 ohm-cm (x1000)	
Chloride	163.0 ppm	00.01630 %
Sulfate	2.5 ppm	00.00025 %

METHODS
pH and Min.Resistivity CA DOT Test #643
Sulfate CA DOT Test #417, Chloride CA DOT Test #422

For Council Approval
Not for Bidding

DRAWINGS

Project: Roseville Aquatics Complex Renovation

Project drawings are issued as a separate plan set titled,
"Roseville Aquatics Complex - Alterations",
dated 04/28/26,
as prepared by WMB Architects.

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DRAW

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of $375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

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By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

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(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) ”Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) ”Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

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party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is

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repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.
The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.
If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

For Council Approval
Not for Bidding

Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Roseville Aquatics Complex Renovation

Project Location(s): 3051 Woodcreek Oaks Boulevard (APN 017-370-006-000), Roseville, CA

Project Description: The Parks, Recreation and Libraries Department proposes a new project to renovate the Roseville Aquatics Complex (RAC). The project includes replastering of the competition pool and upgrades to the locker rooms and restrooms to ensure accessibility compliance with the Americans with Disabilities Act (ADA). Additional improvements could include mechanical pit wall repairs, HVAC improvements to the classroom, sports lighting replacements, additional plumbing improvements, door closer replacements, and replacement of the pool surge pit cover. This project would allow for repair, maintenance, and improvements to keep an existing facility up to date. It would not result in expansion of use or capacity.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Park, Recreation and Libraries Department

Reason why this Project is Exempt: This project qualifies for Class 1 and Class 2 Exemptions as described in Sections 15301 and 15302 of the California Environmental Quality Act (CEQA) guidelines which state:

> "Class 1 consists of the repair, maintenance…, or minor alteration of public or private…facilities, mechanical equipment, or topographical features involving negligible or no expansion of use of existing or former use…" and
>
> "Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaces and will have substantially the same purpose and capacity as the structure replaced…"

The project activities are the repair, maintenance, minor alteration and replacement of existing structures and equipment and will have the same purpose and capacity as the existing structures and equipment. Therefore, the Class 1 and Class 2 Exemptions are applicable to the proposed project.

Lead Agency Contact Person: Heather Buck, Park, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. 916-774-5254.

Signature: Jessica Lynch Date: 4/30/2026

Jessica Lynch, Environmental Coordinator
City of Roseville

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.7
File #: 0704
Item ID: 2026-469

Title:	The Rocky Ridge Road Landscape Improvement Project - Notice of Completion
Contact:	Josh Cervantes 916-746-1233 jrcervantes@roseville.ca.us

SUMMARY

Staff recommends approval of the Notice of Completion for the Rocky Ridge Road Landscape Improvement Project. The total cost of the construction contract with WABO Landscape & Construction, Inc. is $1,142,840. Funding for this project was approved using FY2022-23 General Fund year-end budget surplus to fund the Rocky Ridge/Cirby Streetscape and Sunrise Greenway Improvements Project.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the public work known as the Rocky Ridge Road Landscape Improvement Project as complete and authorizing the Parks, Recreation & Libraries Director to execute the Notice of Completion.

BACKGROUND

The Rocky Ridge Road Landscape Improvement Project stretches between Strauch Drive and South Cirby Way and is the second phase of a larger streetscape corridor improvement effort to ensure all areas within the City are aesthetically pleasing and maintained at a consistent service level equal to other areas.

The first phase included improvements in the South Cirby medians between Champion Oaks Drive and Old Auburn Road, which included a new “Welcome to Roseville” sign design which was installed in February 2026.

The other streetscape corridors identified for future enhancement and renovation include:

- South Cirby Way – between Rocky Ridge and Sunrise Boulevard
- Sunrise Greenway – Between the Sacramento County line and Cirby Way

Improvements to the 5.8-acre Rocky Ridge streetscape included installation of new water-conserving planting, replacement of outdated irrigation equipment with new drip irrigation equipment, bark mulch and a cobbled dry creek with decorative boulders. During construction, utility conflicts prevented the installation of new drip irrigation infrastructure and irrigated planting within the west side landscape areas along Rocky Ridge Drive. As a result, the City elected to install small pockets of drought-tolerant, non-irrigated planting in these areas.

In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion.

FISCAL IMPACT

The total cost of the construction is $1,142,840. Funding for this project was approved using FY2022-23 General Fund year-end budget surplus to fund the Rocky Ridge/Cirby Streetscape and Sunrise Greenway Improvements Project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Josh Cervantes, Park Development Project Manager

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 26-208
2. Vicinity Map
3. Notice of Completion

REVIEWERS:

Josh Cervantes, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 5/21/2026
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 5/22/2026
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-208

ACCEPTING THE PUBLIC WORK KNOWN AS THE ROCKY RIDGE ROAD LANDSCAPE IMPROVEMENT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Rocky Ridge Road Landscape Improvement Project, has been approved and the public work accepted.

2. The Parks, Recreation and Libraries Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

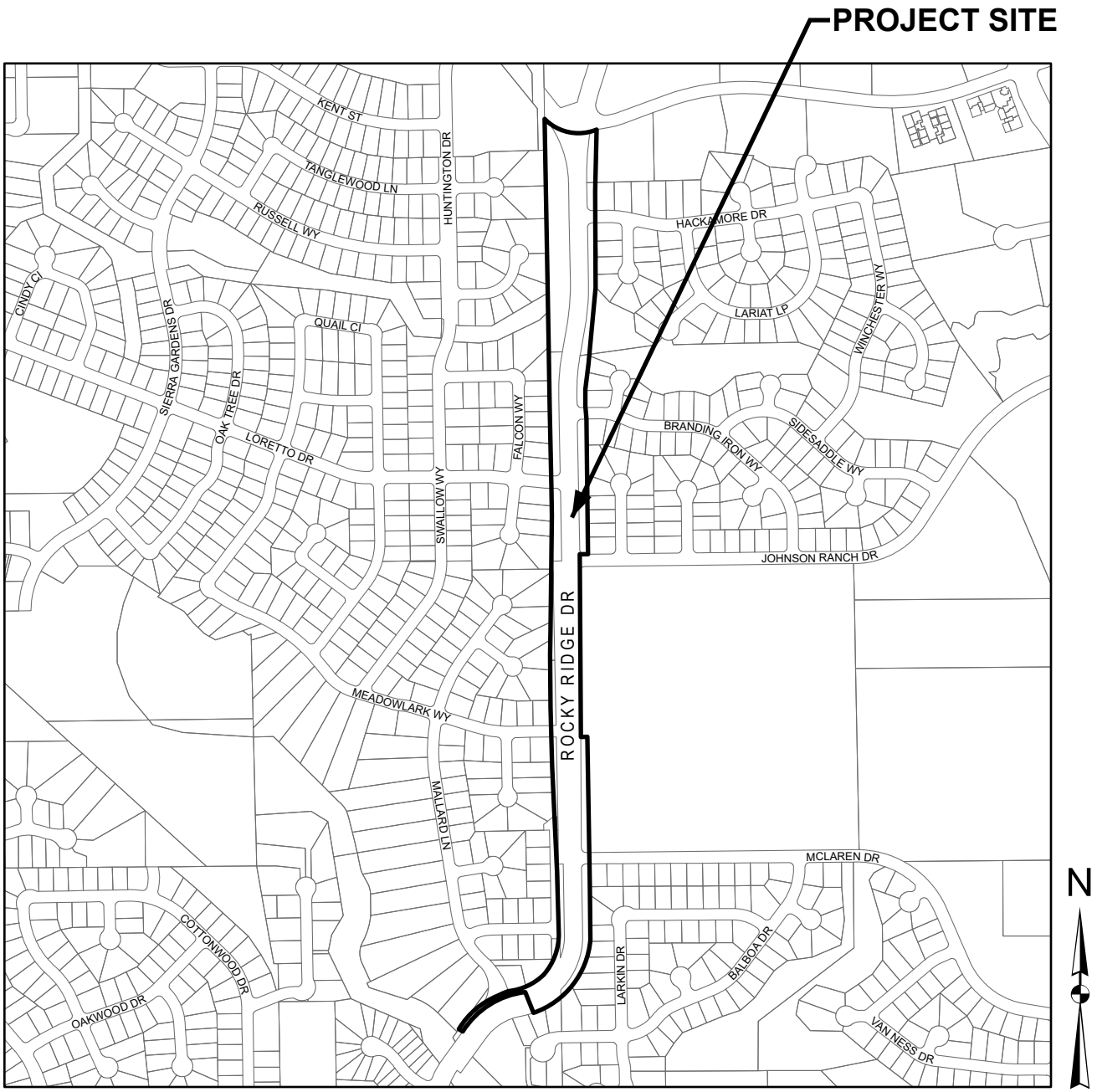
ATTEST:

_____
City Clerk

Exhibit A

Rocky Ridge Landscape Improvement Project

Improvements include landscape planting, irrigation, bark mulch, cobble and boulders.



RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the The Rocky Ridge Road Landscape Improvement Project Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was Wabo Landscape & Construction, Inc.

The surety on said project was Federal Insurance Company of Indiana

_____.

_____
Jill Nunes
Parks, Recreation & Libraries Director
City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Jill Nunes, being first duly sworn, depose and say: I am the Parks, Recreation & Libraries Director of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

_____

Jill Nunes

Parks, Recreation & Libraries Director

City of Roseville

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, Jill Nunes

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.8
File #: 0203-10
Item ID: 2026-487

Title:	Goat Grazing Services - Contract Purchase Agreement and Amendment
Contact:	Eric Dexter 916-746-1769 edexter@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement amendment and contract purchase agreement with Ecosystem Concepts Inc., increasing the previously approved amount of $485,595 to $581,916 for the current fiscal year and up to $690,338 for the previously approved Fiscal Year 2026-27 renewal to provide grazing of nearly 1,700 acres of land through City preserves and open space. Funding is included in the General Fund and Open Space Fund FY2025-26 and FY2026-27 budgets.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve Contract Purchase Agreement (3004992) Amendment #1 and Contract Purchase Agreement (3005404) with Ecosystem Concepts for the grazing of nearly 1,700 acres of land through City preserves and open space and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The natural lands within the City consist of preserves and general open space. Since 2007, the Parks Division has expanded the use of goats for grazing nearly 1,700 acres of land. The City's preserves are governed by the Open Space Preserve Overarching Management Plan approved by the federal agencies. One requirement of the plan is to perform thatch management within preserves. The Fire Department and residents of Roseville are in support of the use of goats for vegetation management.

FISCAL IMPACT

Contract Purchase Agreement (3004992) Amendment #1 and Contract Purchase Agreement (3005404), both with Ecosystem Concepts Inc., are increasing the previously approved amount of $485,595 to $581,916 for the current fiscal year and up to $690,338 for the previously approved FY2026-27 renewal to provide grazing of nearly 1,700 acres of land through City preserves and open space. Funding is included in the General Fund and Open Space Fund FY2025-26 and FY2026-27 budgets.

ENVIRONMENTAL REVIEW

The proposed project involves minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and has been previously approved by the council on May 23, 2022, and has no changes except for the increase in funding. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world
6. Deliver exceptional City services

Respectfully Submitted,
Eric Dexter, Parks and Open Space Superintendent

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 26-231
2. Amendment# 1 to CPA# 3004992- Eco Systems Inc
3. CPA# 3005404 for Ecosystem Concepts Inc
4. CEQA- 2022_Goat_Grazing_Contract(Class 4)

REVIEWERS:

Eric Dexter, Parks, Recreation, and Libraries Department - Park Maintenance	Created/Initiated - 5/26/2026
Brian Castelluccio, Parks, Recreation, and Libraries Department - Park Maintenance	Approved - 5/27/2026
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/3/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-231

APPROVING A CONTRACT PURCHASE AGREEMENT AMENDMENT #1 AND A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ECOSYSTEMS CONCEPTS INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Contract Purchase Agreement (3004992) Amendment #1 and Contract Purchase Agreement (3005404) for Goat Grazing Services, by and between the City of Roseville and Ecosystems Concepts Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreements are hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3004992

Supplier Details:

Company	Ecosystem Concepts Inc
Contact	Robert McGrew
Address	PO Box 807
	Dixon, CA 95620

Submit your response to:

Company	City of Roseville
Contact	Joanna Oukrop
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1102
Fax	(916) 746-1115
E-mail	JOukrop@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

Contract Purchase Agreement 3004992

Agreement	**3004992**
Agreement Date	**03-NOV-2025**
Change Order	**2**
Change Order Date	**13-MAY-2026**
Revision	**1**
Agreement Amount	**581,916.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Ecosystem Concepts Inc** PO Box 807 Dixon, CA 95620
Phone:	(916) 774-5488	**Phone:**	(530) 304-0554
Fax:	(916) 784-3796	**Fax:**	(707) 693-1989
Email:	accountspayable@roseville.ca.us	**Email:**	rmcgrew@ecigoats.com

Description of Labor, equipment and/or materials

AMENDMENT# 1

Contract purchase agreement# 3004992, which was executed on 12/18/25, is hereby modified to increase the total agreement amount from $485,595.00 to $581,916.00. The purpose of this modification is to provide dollars for goat grazing services to cover additional acreage. All other provisions of the Agreement shall remain unchanged and in full force and effect..

Please contact Michael Neumann at (916)774-5579, mneumann@roseville.ca.us or Shelby Craig at (916)746-1746, scraig@roseville.ca.us in the Parks, Recreation, & Libraries Department for questions regarding this agreement.

*The agreement total is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11526	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2025	**30-Jun-2026**	**Joanna Oukrop** Phone **1-916-746-1102**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Supplier

Signature: _____

Print Name: Robert E. McGrew

Title: CEO/CFO

Date: 5-19-2026

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

Contract Purchase Agreement 3005404

Supplier Details:

Company	Ecosystem Concepts Inc
Contact	Robert McGrew
Address	PO Box 807
	Dixon, CA 95620

Submit your response to:

Company	City of Roseville
Contact	Joanna Oukrop
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1102
Fax	(916) 746-1115
E-mail	JOukrop@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

Contract Purchase Agreement 3005404

Agreement	**3005404**
Agreement Date	**13-MAY-2026**
Revision	**0**
Agreement Amount	**690,338.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Ecosystem Concepts Inc** PO Box 807 Dixon, CA 95620
Phone:	(916) 774-5488	**Phone:**	(530) 304-0554
Fax:	(916) 784-3796	**Fax:**	(707) 693-1989
Email:	accountspayable@roseville.ca.us	**Email:**	rmcgrew@ecigoats.com

Description of Labor, equipment and/or materials

The vendor shall provide the services called for under City of Roseville Request for Proposal (RFP) #13-105 and vendor's proposal thereto titled "Grazing for Open Space and Preserve Land" dated 3/15/2022 (herein after "Proposal"). The terms and scope of work of the City of Roseville RFP# 13-105 and vendor's Proposal are herein made part of this Contract Purchase Agreement and fully incorporated by reference. Grazing areas will be designated by an authorized member of the Parks, Recreation, and Libraries Department.

Please contact Michael Neumann at (916)774-5579, mneumann@roseville.ca.us or Shelby Craig at (916)746-1746, scraig@roseville.ca.us in the Parks, Recreation, & Libraries Department for questions regarding this agreement.

*The agreement total is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11526	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**30-Jun-2027**	**Joanna Oukrop** Phone **1-916-746-1102**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.

6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.

9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.

10. Contractor agrees to the below insurance requirements:

    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance

coverage.

b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or

Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state, and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with

respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

20. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

21. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

25. If Contractor produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Contractor shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or

California law. Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Contractor's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

____X___ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/16/26 JS

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required
Cyber Liability:
$1 Million/occurrence

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier

Signature: Robert E McGrew

Print Name: Robert E McGrew

Title: CEO/CFO

Date: 5-19-2026

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

CITY OF ROSEVILLE CALIFORNIA

Notice of Exemption

To:	Placer County Clerk Recorder's Office 2954 Richardson Drive Auburn, CA 95603	**From:**	City of Roseville Development ServicesDept. 311 Vernon Street Roseville, CA 95678

Project Title: 2022 Vegetation Management – Goat Grazing Project

Project Location: Within City owned and managed open space and preserve areas City Wide, Roseville, Placer County, CA.

Project Description: The project is a proposal by the Parks, Recreation and Libraries Department, Open Space Division to contract for goat grazing services within City Open Space and Preserve areas. Grazing is a Best Management Practice that reduces fire fuel load and thatch levels (dead plant material) which increases the potential for native plants to germinate and grow.

Public Agency Approving Project: Roseville City Council

Agency Carrying Out Project: Parks, Recreation and Libraries Department, Open Space Division.

Reason why this Project is Exempt: This project is exempt as defined in Section 15304 d) and i) (Minor Alterations to Land) of the State CEQA Guidelines which states that a project may be exempt from CEQA as a Class 4 Categorical Exemption if it consists of minor public or private alterations in the condition of land, water and/or vegetation which do not involve removal of healthy, mature, scenic trees. The Class 4 category also specifically exempts: d) alteration of vegetation for habitat improvement within officially designated wildlife management areas; and, i) fuel management for fire control.

Implementation of the proposed grazing contract is consistent with the above description and therefore the Class 4 Exemption applies.

Lead Agency Contact Person: Eric Dexter, Roseville Parks, Recreation and Libraries Department (916) 746-1769.

Signature: _____ **Date: 5-23-22**

Terri Shirhall
City of Roseville Environmental Coordinator

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.9
File #: 0203-10
Item ID: 2026-415

Title:	Securing Facilities Services (RFP 13-184) - Contract Purchase Agreement
Contact:	Russell Soares 916-746-1783 rsoares@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with CALTAC Security, to visit and secure parks and facilities, restrooms, and gates, outside of normal business hours. The agreement is in the amount of $80,406, which includes a 10% contingency. Staff additionally requests authority for the City Manager or his designee to execute four optional one-year renewals without further City Council approval, provided the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City. Funding for each year's annual contract will be included in the Parks, Recreation & Libraries Department in the General Fund and Community Facilities Districts operating budgets.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Contract Purchase Agreement (3005445) with CALTAC Security for Securing Facilities Services.

Staff additionally requests authority for the City Manager or his designee to execute four (4) optional one (1) year renewals with further City Council approval, provided the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

BACKGROUND

The Parks Division has been utilizing a security services company to lock public restrooms and facility gates after normal business hours to reduce the use of parks staff after hours as well as opportunities for vandalism for many years. The company also inspects restrooms and gates and takes photos of any issues at the time of their visit and sends a nightly report.

In April 2026, a Request for Proposals (RFP 13-184) was issued for Securing Facilities Services. One bid was received and, after staff review of the proposal, CALTAC Security was selected based on experience, understanding of the project, and ability to fulfill the scope of service.

FISCAL IMPACT

The cost of this service agreement for year one of the contract is a not-to-exceed amount of $80,405.90, which includes a 10% contingency. Future optional renewal contract years will include up to a 3% increase in the base contract with a 10% contingency. Future years' agreement contract not-to-exceed costs: FY2028 - $82,818, FY2029 - $85,303, FY2030 - $87,861, and FY2031 - $90,450. The funding for each

annual service contract will be included in the Parks, Recreation and Libraries operating budget in the General Fund and Community Facilities District (CFD) operating budgets.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The Contract Purchase Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Russell Soares, Parks and Open Space Superintendent

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 26-199
2. Contract Purchase Agreement
3. Request for Proposal
4. Master Averaged Score Sheet
5. Notice of Intent to Award

REVIEWERS:

Russell Soares, Parks, Recreation, and Libraries Department - Park Maintenance	Created/Initiated - 5/28/2026
Brian Castelluccio, Parks, Recreation, and Libraries Department - Park Maintenance	Approved - 5/28/2026
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 5/29/2026
Kelly Aye, City Attorney Department	Approved - 6/1/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

RESOLUTION NO. 26-199

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CALTAC SECURITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005445) for Securing Facilities Services, by and between the City of Roseville and CALTAC Security, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005445

Supplier Details:

Company	CALTAC Security
Contact	Mike Menas
Address	1079 Sunrise Ave Ste B-25
	Roseville, CA 95661

Submit your response to:

Company	City of Roseville
Contact	Joanna Oukrop
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1102
Fax	(916) 746-1115
E-mail	JOukrop@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

Contract Purchase Agreement 3005445

Agreement	**3005445**
Agreement Date	**22-MAY-2026**
Change Order	**3**
Change Order Date	**28-MAY-2026**
Revision	**3**
Agreement Amount	**80,406.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
CALTAC Security
1079 Sunrise Ave Ste B-25
Roseville, CA 95661
Phone: (916) 422-5822
Fax: ()
Email: mike@caltacsecurity.com

Description of Labor, equipment and/or materials

The vendor shall provide the services called for under City of Roseville Request for Proposal (RFP) #13-184 and contractor's proposal thereto titled "Securing Facilities Services" dated 4/20/26 (hereinafter "Proposal"). The terms and scope of work of City of Roseville RFP #13-184 and contractor's Proposal are herein made part of this agreement and fully incorporated by reference. Additional dollars are included on this agreement for lock/unlock site adds throughout the year or for reactive patrols as needed. All work must be quoted and approved in advance by Patrick Daly.

Start date: Upon Executed Agreement
End date: 6/30/27

Contact Patrick Daly in the Parks, Recreation and Libraries Department at (916)774-5764 or pdaly@roseville.ca.us for questions regarding this contract.

**The total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14940	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Joanna Oukrop Phone **1-916-746-1102**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance

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written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

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11. Contractor shall comply with all federal, state, and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

21. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.
22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.
25. If Contractor produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Contractor shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or California law. Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Contractor's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. __00835400_____

Contractor License No. __PPO119779_____

DIR Registration No. _____

Check mark the applicable company type below:

_____X___ Corporation

_____ Limited Liability Company

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_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/16/26 JS

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required
Cyber Liability:
$1 Million/occurrence

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

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Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Supplier

Signature: Signed by: Mike Menas 3A32A81DFEAE47E...

Print Name: **Mike Menas**

Title: **President**

Date: 5/28/2026

Supplier

Signature: Signed by: Mike Menas 3A32A81DFEAE47E...

Print Name: **Mike Menas**

Title: **Secretary**

Date: 5/28/2026

City of Roseville, A Municipal Corporation

Signature:

Print Name: **Dominick Casey**

Title: **City Manager**

Date:

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DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA

CITY OF ROSEVILLE CALIFORNIA

April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

CALTAC Security, Inc.

Proposal for Securing Facilities Services

City of Roseville • RFP 13-184 • FY 2026-2027

Submitted by	CALTAC Security, Inc.
Contact	Mike Menas, President / PPO (916) 422-5822 • fax N/A • mike@caltacsecurity.com
Submission	Proposal due Tuesday, April 21, 2026 at 3:00 PM Email: cityclerkroseville@roseville.ca.us

April 20, 2026

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
Email: cityclerkroseville@roseville.ca.us

RE: Securing Facilities Services, RFP 13-184

Dear City Clerk:

Thank you for the opportunity to submit CALTAC Security, Inc.'s proposal to provide Securing Facilities Services for the City of Roseville. Our physical office is located at 1700 Eureka Road, Suite 150-E, Roseville, California 95661, and our mailing address is 1079 Sunrise Avenue, Suite B-25, Roseville, California 95661. The contact person for this proposal is Mike Menas, President / PPO, at (916) 422-5822 and mike@caltacsecurity.com.

CALTAC Security has reviewed the Scope of Services and will perform the requested services in accordance with the requirements of this RFP and any issued addenda. CALTAC representatives attended the mandatory pre-proposal job walk on April 9, 2026. No questions were submitted by CALTAC during the question period.

CALTAC Security has provided related patrol and facility securing services throughout the Roseville/Sacramento region and has served the City of Roseville Parks, Recreation & Libraries operation since July 1, 2021. Our proposal is based on a practical operating plan, experienced management oversight, nightly route redundancy, and responsive communication with City staff.

We appreciate the opportunity to continue serving the City of Roseville. If additional information is needed, please contact me directly.

Sincerely,
Mike Menas

Mike Menas
President, PPO
CALTAC Security, Inc.

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

TAB A – Firm's Qualifications

CALTAC Security, Inc. is a private security company qualified to perform the requested services by employing security guards registered with the California Bureau of Security and Investigative Services (BSIS). All services proposed for this project will be provided by CALTAC Security employees; no subcontractors or sub-consultants will be used.

CALTAC Security is a California corporation with approximately ten years of operating history and direct experience serving Roseville-area public and private sector clients. Over the past five years, staffing has grown from approximately eight to ten team members. The company maintains local management oversight, patrol vehicles, communications capability, and supervisory coverage necessary to perform the City's nightly lockup services reliably and continuously.

All patrol officers assigned to this project hold current BSIS guard registrations, and applicable personnel maintain additional permits and certifications including chemical agents, baton, taser, exposed firearm, first aid, and CPR as applicable to their assignments.

Business Certifications and Registrations

Certification / Registration	Number / Status
Roseville Business License	00835400
California Corporation	C3883956
California BSIS Private Patrol Operator	PPO 119779
Federal EIN	90-1130985

Organizational Structure

Project oversight and field performance will be managed through CALTAC Security's existing Roseville/Sacramento operations structure:

- President / PPO – Michael Menas
- Designated Project Manager / Manager of Patrol Operations – Michael Goodness
- Patrol Supervisors / Patrol Officers – assigned CALTAC Security field staff
- Administrative support – scheduling, records, invoicing, and client communications

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

TAB B – Experience and References

Summary of Related Experience

CALTAC Security has provided security patrol and facility securing services for a range of public and private properties in El Dorado Hills, Roseville, Rocklin, Lincoln, North Highlands, Sacramento, Natomas, and West Sacramento. Our experience includes after-hours lockups, restroom and facility checks, trespass enforcement, parking and gate control, nightly patrols, issue reporting, and coordination with law enforcement when occupants refuse to leave or criminal activity is encountered.

CALTAC Security has also served the City of Roseville Parks, Recreation & Libraries operation since July 1, 2021. That experience is directly relevant to this RFP because it involves dynamic close times, regular communication with City personnel, and consistent nightly service continuity for public facilities.

Reference #1 – Roseville Parks, Recreation & Libraries

Contact	Patrick Daly
Address	2005 Hilltop Circle, Roseville, CA 95747
Phone / Email	916-774-5764 • PDaly@roseville.ca.us

Service for Roseville Parks, Recreation & Libraries began on July 1, 2021 and currently continues. CALTAC Security has worked directly with the City's operations staff to provide reliable nightly securing services, including restroom checks before lockup, dynamic scheduling tied to seasonal sunset changes and lighted-facility close times, and after-hours issue reporting. Operational challenges such as vandalism, trespassing, suspicious activity, illegal substance use, exhibition of speed, and non-compliant occupants have been addressed through field response, clear reporting, and coordination with the Roseville Police Department when needed. Alfredo Mercado and Paris Williams have been the primary patrol officers assigned to this contract in recent years and are familiar with the facilities, timing, and reporting expectations.

Reference #2 – NCM Property Management

Contact	Tony Zogopoulos
Address	1700 Eureka Rd #130, Roseville, CA 95661
Phone / Email	916-223-8284 • tonyz@2NCM.com

CALTAC Security began its relationship with NCM Property Management in April 2017 and now provides service to multiple commercial and residential locations. Services include nightly foot patrol, vehicle patrol, parking enforcement, and site protection against trespassing, vandalism, arson, and transient camp development. These assignments demonstrate CALTAC Security's ability to manage multiple sites on recurring nightly routes with direct field intervention and dependable reporting.

Reference #3 – Verdera Community Association

Contact	Leanne Luebkeman
Address	1875 Ladera Drive, Ste. 3, Lincoln, CA 95648
Phone / Email	(916) 253-9205 • leanne@verderahoa.com

CALTAC Security has provided nightly patrol services for the Verdera community since January 2020. The assignment covers approximately 900 acres and 614 home sites in Lincoln, California, and includes patrol visibility, parking enforcement, and real-time reporting support. This work demonstrates CALTAC Security's ability to perform consistent patrol duties across large service areas while enforcing site rules and maintaining communication with client representatives.

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

TAB C – Qualifications of Team

CALTAC Security will staff this project with local management oversight and trained patrol personnel from its existing Roseville/Sacramento operation. Primary patrol coverage for the current Roseville Parks assignment has been performed by Alfredo Mercado and Paris Williams, with support from David Williams and Harry Wenner, a responsible senior patrol officer who supports dependable nightly route coverage. No subcontractors will be used.

Key Personnel

Michael Menas, President / Private Patrol Operator

Mr. Menas is a graduate of the 82nd Butte Law Enforcement Academy and holds a Bachelor's degree in Business Management from National University. His private security background includes private patrol operations leadership, armed vehicle patrol supervision, robbery suppression, and critical infrastructure protection under federal contract.

Michael Goodness, Manager of Patrol Operations

Mr. Goodness brings law enforcement, operations management, and field security experience to this project. His background includes security team leadership and client coordination, K9 explosive detection work, and approximately fifteen years of service as a City of Hayward police officer, including SWAT experience. He also holds current guard card, armed security, baton, CPR/BLS, and AED certifications.

Geographic Location

CALTAC Security's operating base for this project is in the Roseville/Sacramento area, allowing local supervisory response and efficient nightly deployment.

Director of Project Management

Michael Menas, President/Private Patrol Operator of CALTAC Security since March 2016

Experience and Qualifications:

Mr. Menas is a 1993 graduate of the 82nd Butte Law Enforcement Academy located in Oroville, California. Mr. Menas has extensive experience in several areas of Law Enforcement and Private Security as well as Bachelor's degree in Business Management from National University.

Mr. Menas' private security experience is in several areas including: Starting CALTAC Security as a new business after obtaining a Private Patrol Operator's license in 2014. Prior to starting CALTAC Security, Mr. Menas worked for several private security companies to gain experience in other of the private security field such as Chief Executive Officer and Licensed Private Patrol Operator of another Roseville Security and Investigations Company, Golden State Investigating, Armed Vehicle Patrol Sergeant for two local security patrol companies, Armed, Plain-Clothes Robbery Suppression Officer for Wells Fargo Bank, and Uniformed-Armed Critical Infrastructure Protection for a large facility under Federal Contract with the Department of Energy.

Other areas of experience include ten years in Real Estate with a major accomplishment of successfully negotiating the contracts of 89 Short Sale transactions; eighteen years of retail grocery, including managing employees of the store and catching shoplifters; and six years as a Volunteer with the Placer County Sheriff's Search and Rescue Motorcycle Unit.

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Designated Project Manager

Michael Goodness, Manager of Patrol Operations for CALTAC Security since July 2024.

Experience and Qualifications:

Mr. Goodness brings law enforcement, operations management, and field security experience to this project. His background includes security team leadership and client coordination, K9 explosive detection work, and approximately fifteen years of service as a City of Hayward police officer, including SWAT experience. He also holds current guard card, armed security, baton, CPR/BLS, and AED certifications.

Team Members

Alfredo Mercado, Security Patrol Officer for CALTAC Security since March 2023

Experience and Qualifications:

Primary Roseville Parks patrol officer; experience in retail, warehouse, apartment, and HOA security; dependable route coverage; strong public communication; CPR/First Aid/AED and OC pepper spray certifications. Alfredo is licensed by the Bureau of Security and Investigative Services with a guard card, chemical agents, baton, taser, and exposed firearm permits.

Paris Williams, Security Patrol Officer for CALTAC Security since April 2023

Experience and Qualifications:

Primary Roseville Parks patrol officer; vehicle patrol, foot patrol, and loss prevention experience; experienced with route reporting, access control, and residential/commercial patrol operations. Paris is licensed by the Bureau of Security and Investigative Services with a guard card, chemical agents, and exposed firearm permits.

David Williams, Security Patrol Officer for CALTAC Security since September 2024

Experience and Qualifications:

Senior patrol officer with corrections, armed vehicle and foot patrol, reporting, de-escalation, and customer service experience; current BSIS guard card, firearm, and baton credentials.

Harry Wenner, Security Patrol Officer for CALTAC Security since October 2024

Experience and Qualifications:

Responsible senior patrol officer supporting nightly route coverage for the project and assisting with dependable field operations in the Roseville/Sacramento area. Harry is licensed by the Bureau of Security and Investigative Services with a guard card, chemical agents, and exposed firearm permits.

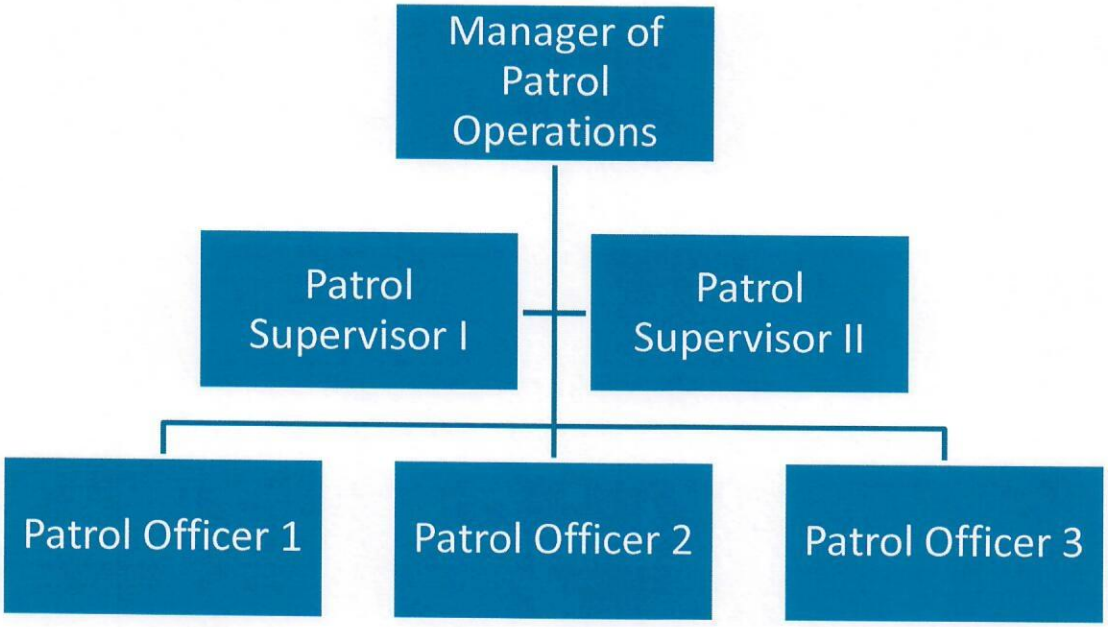
Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

Key Personnel

Name	Role	With CALTAC Since	Qualifications Summary
Michael Menas	President / PPO	Mar 2016	Project executive; law enforcement academy graduate; BS in Business Management; private patrol operations leadership and critical infrastructure protection experience.
Michael Goodness	Manager of Patrol Operations / Designated PM	Jul 2024	Former law enforcement officer with operations leadership, client coordination, K9 explosive detection, training, emergency response, and field supervision experience.
Alfredo Mercado	Security Patrol Officer	Mar 14, 2023	Primary Roseville Parks patrol officer; experience in retail, warehouse, apartment, and HOA security; dependable route coverage; strong public communication; CPR/First Aid/AED and OC pepper spray certifications.
Paris Williams	Security Patrol Officer	Apr 14, 2023	Primary Roseville Parks patrol officer; vehicle patrol, foot patrol, and loss prevention experience; experienced with route reporting, access control, and residential/commercial patrol operations.
David Williams	Senior Patrol Officer	Sep 25, 2024	Senior patrol officer with corrections, armed vehicle and foot patrol, reporting, de-escalation, and customer service experience; current BSIS guard card, firearm, and baton credentials.
Harry Wenner	Senior Patrol Officer	Oct 16, 2024	Responsible senior patrol officer supporting nightly route coverage for the project and assisting with dependable field operations in the Roseville/Sacramento area.

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

Project Team Organizational Diagram



Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

TAB D – Project Understanding

CALTAC Security understands that the City is seeking a contractor to perform daily restroom and facility lockup services throughout the Roseville park system. The work requires more than simply locking doors: it requires a disciplined nightly process for confirming facilities are unoccupied, adjusting the route based on sunset and 11:00 p.m. closure requirements, communicating issues observed in the field, and coordinating with the Roseville Police Department if occupants refuse to vacate.

We understand the City's service priorities to include: (1) consistent daily lockups, (2) respectful but firm occupant contact, (3) accurate reporting of damage or maintenance issues, (4) responsiveness to changes in season, facility count, or special circumstances, and (5) continuity of service throughout the contract term.

Major operational challenges include dynamic lockup timing, multiple facilities with different closing requirements, public interaction at lockup time, and maintaining uninterrupted coverage when field conditions change. CALTAC Security's strength on this project is that these requirements fit within our existing local patrol operation rather than depending on a single isolated employee or route.

Our approach is to serve as the City's eyes and ears after hours. In addition to completing the lockup task, our patrol officers will identify visible damage, broken locks, lighting problems, graffiti, or other issues and report them to the designated City contact at the end of the shift.

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

TAB E – Project Plan

CALTAC Security's implementation plan is to integrate the Roseville facilities into our established local patrol operation and support the assignment with management oversight, nightly redundancy, and route flexibility. This operating model is designed to provide reliable service across changing sunset times, lighted-facility lock requirements, and occasional field delays.

Project Delivery Method

Project oversight	Michael Menas will provide executive oversight. Michael Goodness will serve as the designated project manager and primary operations contact.
Nightly staffing	Assigned patrol officers from CALTAC Security's local patrol team, including Alfredo Mercado and Paris Williams with support from David Williams and Harry Wenner, including dependable nightly route coverage support from Mr. Wenner, will perform nightly lockups. No subcontractors will be used.
Route timing	Non-lighted facilities will be scheduled no earlier than sunset. Lighted facilities identified by the City will be scheduled no earlier than 11:00 p.m. Route timing will be adjusted seasonally.
Facility checks	Each restroom will be checked to confirm it is not occupied prior to locking. Occupants will be informed the facility is closed and allowed up to five minutes to vacate.
Escalation	If an occupant refuses to leave, the officer will contact the Roseville Police Department, continue with other sites when appropriate, and return to complete the lockup when conditions allow.
Daily reporting	A nightly email will be sent to the City's designated representative reporting observed issues such as damage, broken locks, graffiti, lighting problems, or unusual incidents.
Continuity	Because the work is supported by an existing patrol structure, alternate officers and supervisory backup can be deployed if a patrol unit is delayed or unavailable, helping maintain continuity of service throughout the contract term.

Work Schedule

The nightly work schedule will vary with the season and the City's facility requirements. CALTAC Security will maintain a route schedule tied to sunset for non-lighted parks and to 11:00 p.m. or later for facilities identified as lighted. After lockups are completed, the assigned officer will send a summary email to the designated City representative before ending the shift.

Equipment and Training

CALTAC Security will provide the patrol vehicles, communications equipment, flashlights, report-writing tools, and supervisory oversight necessary to perform the work. Assigned personnel are trained for patrol observation, public interaction, incident reporting, and contacting law enforcement when required by the situation.

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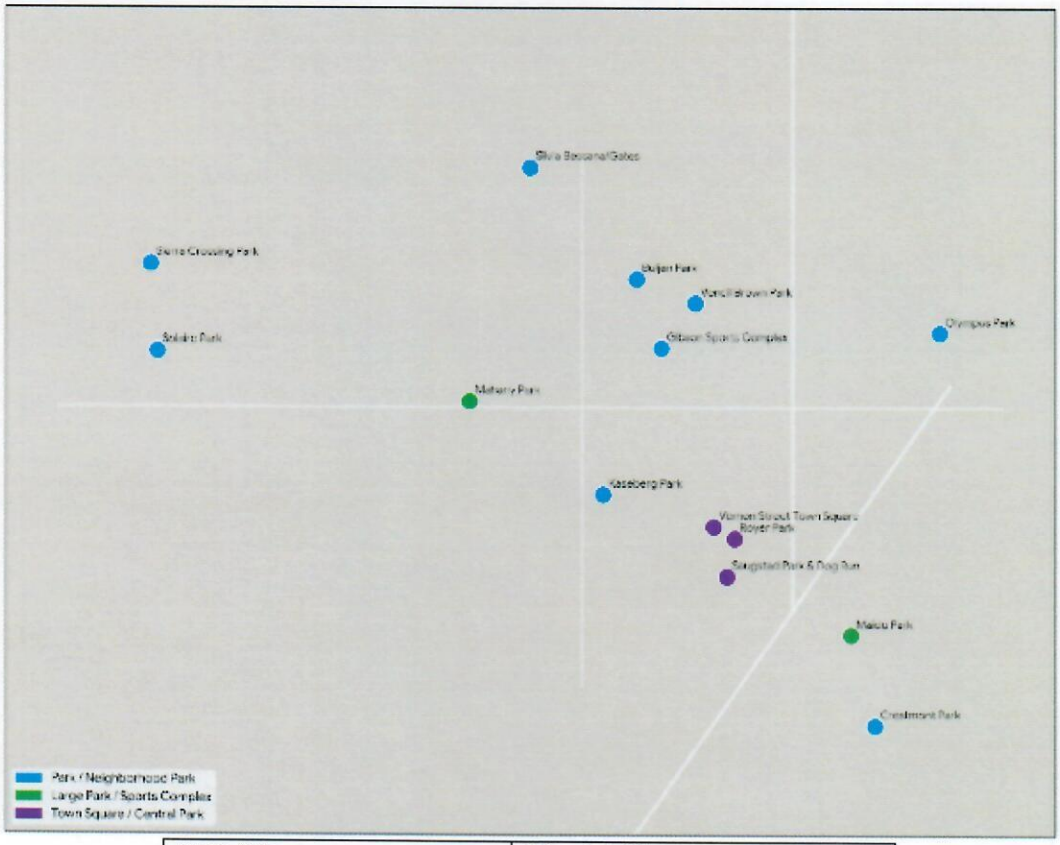
Adjustments for Added or Removed Facilities

Pricing for additions or deletions to the facility list is provided in TAB F. CALTAC Security will update route assignments and invoicing based on the City's written direction for any facility additions, subtractions, or special service requests.

Roseville Park Locations for Patrol Route Assignments for each patrol:



Park Site	Street Address
Buljan Park	150 Hallissy Drive
Crestmont Park	1500 Champion Oaks Drive
Kaseberg Park	1151 Rand Way
Mahany Park	1545 Pleasant Grove Blvd
Maidu Park, Foot-FriSatSun	1550 Maidu Drive
Olympus Park	2551 La Croix Drive
Royer Park	190 Park Drive
Saugstad Park & Dog Run	100 Buljan Drive
Sierra Crossing Park	4251 Brookstone Dr
Vencil Brown Park	260 Trestle Rd
Vernon Street Town Square	311 Vernon Street
Silvia Bessana/Gates	1051 Trehowell Dr
Solaire Park	4601 Solaire Dr
Gibson Sports Complex	201 Gibson Dr

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TAB F – Cost Proposal

CALTAC Security's cost proposal is based on the monthly pricing schedule in Attachment G and the supporting service rates below.

Base Pricing

Total annual cost for facilities in Attachment H / G	**$73,096.25**
Average monthly cost	$6,091.35
Detailed month-by-month pricing	See Attachment G

Additional / Adjustment Pricing

Service Item	Rate
Add / remove a restroom (per unit)	$9.45
Add / remove a gate (per unit)	$9.25
Add / remove a foot patrol (per unit)	$11.75
Onsite security detail – unarmed (per hour)	$42.00
Onsite security detail – armed (per hour)	$52.00

Time Devoted Nightly

- Patrol Route 1 – approximately 3.0 hours
- Patrol Route 2 – approximately 0.5 hour
- Reimbursable expenses – none known at this time

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

TAB G – Required Statements / Documents

Statements of Assurance

Non-substitution for the designated members of the team without approval by City staff (Section 5.0).

Proposer assures that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

Absence of a conflict of interest (Section 10.4)

The Contractor warrants that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractor submitting this proposal in response to the RFP discloses that there are no actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City.

Ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (Section 10.7).

CALTAC Security agrees to the City's standard indemnification and insurance requirements that have been provided in the sample contract, included in Attachment C of the RFP. All costs of complying with the insurance requirements have been included in the pricing. CALTAC Security will provide complete and valid insurance certificates within ten (10) days of the City's written request.

Proprietary Information (Section 10.23).
Nothing contained in the submitted proposal is proprietary.

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

TAB H – Exceptions

CALTAC Security does not propose any exceptions, alterations, or amendments to the Scope of Services or other requirements of this RFP, including the sample contract.

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

TAB I – Competency of Proposers

CALTAC Security has the facilities, personnel, patrol vehicles, equipment, management oversight, and financial resources necessary to perform the requested services in a satisfactory and timely manner.

Based on current company records available for this proposal, CALTAC Security is not aware of any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, or similar actions filed or resolved in the past seven (7) years that would impair performance under this contract.

No client has terminated a contract with CALTAC Security for breach during the past seven (7) years.

The company maintains regular employees and local supervisory resources sufficient to ensure continuous performance of the work contemplated by this RFP. No subcontractors are proposed for this project.

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

CALTAC SECURITY
NAME OF BUSINESS

Mike Menas
SIGNATURE

MIKE MENAS, PRESIDENT/PPO
NAME & TITLE, TYPED OR PRINTED

1079 SUNRISE AVE, SUITE B-25
MAILING ADDRESS ROSEVILLE, CA 95661

916-422-5822
TELEPHONE NUMBER

MIKE@CALTACSECURITY.COM
EMAIL

Type of Organization:

___ Sole Proprietorship √ Corporation ___ State of Incorporation

___ Partnership ___ Limited Liability Company

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of youor your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES ____ NO ✓

If yes, please identify the City Officer(s): _____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate orplan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES ____ NO ✓

If yes, please identify the City Officer(s): _____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

APRIL 20, 2026 MIKE MENAS, PRESIDENT/PPO CALTAC SECURITY

(Date) (Printed Name/Title of Authorized Representative) (Name of business/legal entity)

mike f. menas

(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

Attachment C

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic. No.	Name on License	Class/Type	Expiration Date
119779	CALTAC SECURITY	PPO	5-31-26

Do you have a City of Roseville Business License? Yes ✓ No ___

License # 835400

***For Public Works Projects (SB854)**: Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: http://www.dir.ca.gov/public-works/publicworks.html

DIR contractor registration number and expiration date:

* N/A

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

Attachment D

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars ($10,000) whichever is greater.

Company Name NONE

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

Attachment E

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the OWNER of CALTAC SECURITY, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on APRIL 20, 2026 [date], at ROSEVILLE [city], CA [state].

mike Romero

(Signature of Declarant)

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

Attachment G

Monthly Pricing Checklist

Month	Pricing
July 2026	$6,912.30
August 2026	$6,091.55
September 2026	$5,711.25
October 2026	$5,906.55
November 2026	$6,046.75
December 2026	$6,253.05
January 2027	$6,103.30
February 2027	$5,552.65
March 2027	$6,114.30
April 2027	$5,676.75
May 2027	$6,045.30
June 2027	$6,682.50
TOTAL	$73,096.25

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PROOF OF REGISTRATION WITH THE CALIFORNIA SECRETARY OF STATE

CALTAC Security is registered with the State of California as a Subchapter S Corporation

Entity Number: C3883956
Registration Date: 03/09/2016
Status: ACTIVE

CALTAC SECURITY (3883956)

Request Certificate

Initial Filing Date	03/09/2016
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	1700 EUREKA ROAD, SUITE 150-E ROSEVILLE, CA 95661
Mailing Address	1079 SUNRISE AVENUE, SUITE B-25 ROSEVILLE,CA95661
Statement of Info Due Date	03/31/2027
Agent	Individual MICHAEL MENAS 1079 SUNRISE AVENUE, SUITE B-25 ROSEVILLE, CA 95661

Docusign Envelope ID: C50E79B0-609B-8274-8215-EF0377E24648

SUPPORTING LICENSE COPIES

Roseville Business License

BUSINESS LICENSE CERTIFICATE

"For Services Provided in the City of Roseville, California Only"

CITY OF ROSEVILLE TRADITION • PRIDE • PROGRESS

8839 N Cedar Ave #212
Fresno, CA 93720-1832
License Division - 916-727-6868

BUSINESS NAME: CALTAC SECURITY, INC.

BUSINESS LOCATION: 1079 SUNRISE AVE STE B25
ROSEVILLE, CA 95661-7009

BUSINESS OWNER: CALTAC SECURITY, INC.

DESCRIPTION: PRIVATE SECURITY

Special Conditions: PRIVATE PATROL/SECURITY

LICENSE

CALTAC SECURITY, INC.
1079 SUNRISE AVE STE B-25
ROSEVILLE, CA 95661-7009

Business License Number: 00835400

Effective Date: January 01, 2026

Expiration Date: December 31, 2026

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

Private Patrol Operator License

CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS

Renewal License

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO119779

Valid Until: 05/31/2026

Receipt No. 13163

CALTAC SECURITY
1079 SUNRISE AVE STE B25
ROSEVILLE, CA 95661-7009

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

---- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

1204 CERT045.071823

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REQUEST FOR PROPOSALS

RFP 13-184

SECURING FACILITIES SERVICES

DUE: 4/21/2026

3:00 PM

Deliver to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
OR
Email: cityclerkroseville@roseville.ca.us

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

RFP 13-184

NOTICE IS HEREBY GIVEN that proposals for **Securing Facilities Services** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA 95678 or submitted via electronic mail to CityClerkroseville@roseville.ca.us,** until 3:00 p.m., **04/21/2026**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected contractor. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

04/06/2026

_____ _____

Date Patrick Daly
Parks and Open Space Supervisor

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope, so that it is visible when delivered to the City.

Or emailed to:
cityclerkroseville@roseville.ca.us

Note: Email submissions are limited to 25 megabytes.

City of Roseville RFP

PREVAILING WAGE NOTIFICATION

This is a prevailing wage project. Accordingly, all prevailing wage and fair employment laws and regulations shall be adhered to. For prevailing wage contracts over $25,000.00, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the Department of Industrial Relations and/or the following website address:

http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

13-184 SECURING FACILITIES SERVICES

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1.0 INTRODUCTION

The City of Roseville (hereinafter "City"), is soliciting proposals for Securing Facilities Services. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter "Contractor(s)"), that meet the requirements set forth in this Request for Proposals (hereinafter "RFP") and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND

The City of Roseville is looking for a security company to lock multiple restroom facilities throughout the City park system. This would include, at a minimum, a basic restroom check prior to locking and daily communication with a City representative.

1.2 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 145,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

1.3 PROPOSAL SUBMITTAL

RFP proposal submittals may be delivered to the Office of the City Clerk, Civic Center, 311 Vernon St., Roseville, CA 95678 via common carrier, hand delivered, **or** submitted via electronic mail to **cityclerkroseville@roseville.ca.us** by the specified proposal due date and time. Complete and attach the "Sealed Proposal" label to the outside of the proposal packaging if delivering or hand carrying a hard copy of the proposal, so it is visible to the City Clerk. If submitting a proposal via electronic mail, then include the RFP title and RFP number in the subject line of the email.

1.4 CALIFORNIA SECRETARY OF STATE REGISTRATION

The City requires all corporations, limited liability companies and limited partnerships to be registered to do business in the State of California. On a separate sheet of paper, please include a screenshot of your "ACTIVE" status with your proposal submittal, which can be obtained by accessing this link:
https://bizfileonline.sos.ca.gov/search/business. All proposers must be registered with the Secretary of State or have a valid exemption by the time of award.

1.5 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to Patrick Daly by accessing the RFP from the City's website at: https://www.roseville.ca.us/business/procurement_services/bids_rfps by no later than 04/15/2026.

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid, and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed through PublicPurchase.com to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. Additionally, the Notice of Intent to Award will be posted on PublicPurchase.com. **It is the proposer's sole responsibility to monitor PublicPurchase.com for possible addenda to this RFP and for the Notice of Intent to Award**. Failure of proposer to retrieve addenda or the Notice of Intent to Award from PublicPurchase.com shall not relieve him/her of the requirements contained therein or the timelines associated therewith. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	4/6/26
Pre-Proposal Conference or Job Walk.....	4/9/26
Deadline for Final Questions.....	4/15/26
City Responses to Written Questions.....	4/17/26
Proposal Submission Deadline.....	4/21/26
Contractor Interviews as needed.....	Week of 4/27/26
Contract Negotiations.....	5/4/26
Contract Approval by City Council.....	6/17/26
Commencement of Services.....	7/1/26

3.0 MANDATORY PRE-PROPOSAL CONFERENCE OR JOB WALK

A **mandatory** pre-proposal conference/job walk has been scheduled for **April 9, 2026, at 9 AM.** The job site will be visited to preview the project areas, locations, and accessibility. The job walk will last approximately 90 minutes. Attendance will be taken prior to the job walk.

Location: Begin tour at Maidu softball restrooms located at 1550 Maidu Dr. Will proceed to 311 Vernon St. and end at 1151 Rand Way.

Proposals from Contractors who do not attend the mandatory pre-proposal conference/job walk will be rejected. The pre-proposal conference/job walk will begin at the designated start time. Attendance for the entire pre-proposal/job walk is required, and tardiness will be grounds for disqualification.

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 SCOPE OF SERVICES

It is the responsibility of the security company to lock the restrooms within the City of Roseville Parks on a daily basis based on the specifications listed below. There are 14 separate facilities, 3 with multiple restroom buildings. We estimate that it will take an individual to lock the facilities about 4 hours to complete uninterrupted. Below are the descriptions of the scope of duties:

1. All restrooms shall be checked to confirm they are not occupied prior to locking.
2. Parks without sports court or field lighting shall be locked no earlier than sunset. This time would shift as the days get longer and the company that accepts the job must be able to adjust the schedule.
3. Parks identified with sports court or field lighting (see Attachment **H**) shall be locked no earlier than 11pm during the term of this contract.
4. Vehicles are not allowed onto park sidewalks and pathways in the Parks to get to restrooms, with the exception of the Maidu Softball Complex Building.
5. If the facility is occupied at lock up, the security personnel shall inform occupant the facility is closed and is being locked. The occupant shall be allowed up to 5 minutes to vacate the restroom.
6. If someone refuses to leave, the security staff shall call Roseville Polic Department, explain the situation, and continue locking other sites then return to lock the restroom later in the evening.
7. An e-mail shall be sent to the designated city contact at the end of the shift to report damage or issues (such as broken locks, graffiti, burned out security lights, etc.) that may have been observed during the evening.
8. There are NO LOCK nights the evening **prior** to the following major holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.
9. Proposal must include method/pricing that defines adjustments in the invoicing for additions and subtractions to the facilities to be locked.
10. City will provide four (4) sets of keys which Contractor will be responsible for returning at the end of contract. If any of the sets of keys are lost or damaged, Contractor will notify City immediately. City will replace key at our cost. Contractor shall not make copies.
11. Contractor shall be able to provide additional services such as site security, additional facility lock up, additional site patrol, based on an agreed upon quoted price prior to performed service.

4.1 **Multiyear Agreements** - The initial contract will be from date of award through June 30, 2027. The City reserves the right to renew the contract for four (4) additional years, one (1) year at a time at its sole discretion. The vendor receiving the contract award for the initial contract will

retain that contract award throughout the life of the contract, including the optional renewal years.

The initial contract will be awarded based on the prices determined through the initial contract negotiation process. Sixty days prior to the expiration date of the current contract, the City is willing to re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations. The pricing for each renewal year will be evaluated based on what the City deems to be fair and reasonable pricing. Any requests made by the vendor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change. In its request for price increases Seller shall cite sources, specific conditions, and document how those conditions affect the cost. The City of Roseville is also willing to re-negotiate pricing if it is affected by catastrophic circumstances (example: unforeseen national/world crisis or acts of God).

Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the vendor. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to extend the agreement.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall ensure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

6.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Contractor wishes to include that is not specifically requested should be included in an appendix to the proposal.

Contractors are encouraged to keep the proposals brief and to the point but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations or provisions attached to a proposal may render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

If provided via regular mail, the proposal should be bound or contained in a loose-leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

6.1 **Cover Letter** with the following information:

- Title of this RFP

- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Contractor will perform the services and adhere to the requirements described in this RFP, including any addenda.

6.2 **Signature Requirements** - The attached Proposer's Certification (**Attachment A)** shall be executed by an official(s) legally authorized to bind the Contractor which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.
- Proposals which are submitted by an Individual Doing Business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

6.3 **TAB A: Firm's Qualifications** – Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

6.4 **TAB B: Experience and References** – Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key

personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes may be included in the appendix.

6.6 **TAB D: Project Understanding** – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.

6.7 **TAB E: Project Plan** – Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.

6.8 **TAB F: Cost Proposal** – Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.

6.9 **TAB G: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:

- Non-substitution for the designated members of the team without approval by City staff **(Section 5.0)**
- The absence of a conflict of interest **(Section 10.4)**
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract **(Section 10.7)**. (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.23**)

Submit the following documents with proposal:

- Proof of registration with California Secretary of State. **Note:** All proposers must be registered with the Secretary of State or have a valid exemption by the time of award.
- Executed copy of Proposer's Certification (**Attachment A)**
- Levine Act Disclosure Statement Form (**Attachment B**)
- Contractor Licenses (**Attachment C**)
- Subcontractor List (**Attachment D)**
- Executed copy of Non-collusion Declaration (**Attachment E**)

6.10 **TAB H: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment F**). The nature and scope of your proposed exceptions may negatively affect

the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

6.11 **TAB I: Competency of Proposers** – The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the Contractor has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to ensure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable.

7.0 SUBMITTAL INSTRUCTIONS

7.1 Your submittal package shall include the following:
If mailing, the below guidelines apply.

- **One (1) original and four (4) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on a flash drive or other electronic media

OR

If submitting your proposal via electronic mail, then send one (1) copy of the proposal to cityclerkroseville@roseville.ca.us. The file size limit is 25 megabytes.

7.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. If mailing the proposal, then it shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the "Sealed Proposal" label to the outside of the envelope or package containing your proposal.**

7.3 Proposals shall be delivered to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Or electronically mailed to: cityclerkroseville@roseville.ca.us

7.4 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

7.5 Postmarks will not be accepted, and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**

7.6 The City reserves the right to waive minor defects and/or irregularities in proposals and shall be the sole judge of the materiality of any such defect or irregularity.

7.7 All costs associated with proposal preparation shall be borne by the proposer.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s)

Evaluation Criteria	Maximum Points Possible
A. Experience and qualifications of firm and proposed staff/sub-consultants/sub-contractors (per Sections 6.3 - 6.5)	25
B. Understanding of the Project – Proposed Project Plan (per Section 6.6 – 6.7)	25
C. Proposed Cost (per Section 6.8)	50
Total Possible Points:	**100**

9.0 SELECTION PROCESS

9.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.

9.2 Proposals submitted will be reviewed by a selection committee. Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of Contractors invited to an interview may vary depending upon the number of proposals submitted.

9.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered, and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.

9.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Contractor might propose.

9.5 A contract will be negotiated with the Contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Contractor considered next best in meeting the City's needs for this particular project.

9.6 The selected Contractor will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

9.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.

9.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Contractor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

9.9 The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.

9.10 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.

9.11 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

10.0 GENERAL TERMS & CONDITIONS

10.1 **Standard Contract**. Upon completion of the evaluation and recommendation for award, the selected Contractor will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment F**.

10.2 **Independent Contractor**. At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.

10.3 **Non-Appropriation**. The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

10.4 **Conflict of Interest**. The Contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or

potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

10.5 **Undue Influence**. The Contractor shall warrant via an executed Proposer's Certification (**Attachment A)** that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee or agent of the Contractor, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity. Additionally, the Contractor shall provide a completed Levine Act Disclosure Statement form (**Attachment B**). A party to a proceeding before an agency involving a license, permit, or other entitlement for use, including contracts not competitively bid and awarded to the lowest responsible bidder with a responsive bid shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent to a City official/campaign. (Gov. Code, § 84308.) For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

10.6 **Non-Collusion**. Contractors submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-consultants or sub-contractors. Proposers shall also submit a properly completed and executed "Non-collusion Declaration" which is attached as (**Attachment E**).

10.7 **Indemnification & Insurance Requirements**. The City's standard indemnification and insurance requirements are provided in the sample contract, included in (**Attachment F**). All costs of complying with the insurance requirements shall be as included in your pricing. The selected Contractor shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Contractor's proposal. If a proposer takes exception to the indemnification and insurance requirements, then the nature and scope of the proposed exceptions may negatively affect the evaluation of that proposer's submittal and the City's determination of whether it is possible to successfully negotiate a contract with that firm. Submitting exceptions are at the proposer's own risk.

10.8 **Cost of Preparing Proposal**. The City will not pay any costs incurred by any Contractor in preparing or submitting a proposal in response to this RFP.

10.9 **Proposals Property of the City**. All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.

10.10 **Proposals are Public Records**. All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.

10.11 **Protests.**

(a) Protest Requirements

(1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

(b) Grounds for Protest

(1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.

(2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

(1) The City Manager or designee makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or

(2) The City decides to reject all proposals and issue a new RFP.

10.12 **Rejection of RFP**. The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Contractor in response to any RFP. This RFP does not constitute any form of offer to contract.

10.13 **Multiple Award.** The City reserves the right to award the contract to multiple contractors when applicable.

10.14 **Increasing/Decreasing Portions of RFP**. The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.

10.15 **Rejection as Non-Responsive**. Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.

10.16 **Modifying RFP**. The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.

10.17 **If no proposal is accepted**, the City may elect to have the services performed in some other manner.

10.18 **Rejecting Team Members, Firms or Sub-contractors**. The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.

10.19 **Local Business, Small Business, Minority and Women Owned Business**. Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.

10.20 **Withdrawal of Proposals**. Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Contractor prior to the expiration of that ninety (90) day period.

10.21 **Prohibited Transmittals**. No telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.

10.22 **Proposal Postponement and Amendment**. The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.

10.23 **Proprietary Information**. Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.

10.24 **Right to Request Additional Information**. During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.

10.25 **Modification of Proposals**. Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

10.26 **Examination of Contract Documents**. Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment F**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.

10.27 **Non-Discrimination**. The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Contractor sign a statement affirming its compliance with this policy.

10.28 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Contractor shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.

10.29 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

10.30 **Bonds**. The successful Contractor will be required to provide a 100% Faithful Performance Bond and a 100% Labor and Materials Bond using the City's forms.

10.31 **Debarment.** Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
TELEPHONE NUMBER

_____
EMAIL

Type of Organization:

____ Sole Proprietorship ____ Corporation _____ State of Incorporation

____ Partnership ____ Limited Liability Company

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO _____

If yes, please identify the City Officer(s): _____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO _____

If yes, please identify the City Officer(s): _____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

_____

(Date) (Printed Name/Title of Authorized Representative) (Name of business/legal entity)

_____

(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A **party** to a proceeding before an agency involving a license, permit, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent.

A **party**, **or agent to a party**, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

Attachment C

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic. No.	Name on License	Class/Type	Expiration Date
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	_____
_____	_____	_____	_____

Do you have a City of Roseville Business License? Yes____ No____

License #_____

***For Public Works Projects (SB854)**: Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: http://www.dir.ca.gov/public-works/publicworks.html

DIR contractor registration number and expiration date:

*_____

Attachment D

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars ($10,000) whichever is greater.

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Attachment E

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

_____

(Signature of Declarant)

Attachment F
SAMPLE CONTRACT

Attachment D

SAMPLE CONTRACT

Contract Purchase Agreement 3003457

Supplier Details:

Company	Sample Company
Contact	Fred Sample
Address	111 Sample Dr.
	Roseville, CA 95678

Submit your response to:

Company	City of Roseville
Contact	
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1100
Fax	(916) 746-1115
E-mail	

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

Contract Purchase Agreement 3003457

Agreement	**3003457**
Agreement Date	**15-FEB-2024**
Revision	**0**
Agreement Amount	**0.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Sample Company
111 Sample Dr.

Roseville, CA 95678
Phone: (916)111-1111
Fax: (916)111-2222
Email: samplecompany@sample.org

Description of Labor equipment and/or materials: This is a SAMPLE agreement for illustration purposes only.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11028	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2023	**30-Jun-2024**	

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City ofRoseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management

and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, visit the CARB Advanced Clean Fleet webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets.
20. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
21. Contractor must submit all claims as defined in and in accordance with the claim

resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

22. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____Corporation

_____Limited Liability Company

_____Partnership

_____Sole Proprietor

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 2/14/24 JS

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:_X_
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required
Cyber Liability:
$1 Million/occurrence

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors**.

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	
DATE	

Asbestos
Rev 01/16/19

Supplier

Signature:_____

Print Name:_____

Title:_____

Date: _____

Supplier

Signature:_____

Print Name:_____

Title:_____

Date**:** _____

City of Roseville, A Municipal Corporation

Signature:_____

Print Name: **Dominick Casey**

Title: **City Manager**

Date:_____

Attachment G

Monthly Pricing Checklist

January	$/month	_____
February	$/month	_____
March	$/month	_____
April	$/month	_____
May	$/month	_____
June	$/month	_____
July	$/month	_____
August	$/month	_____
September	$/month	_____
October	$/month	_____
November	$/month	_____
December	$/month	_____
TOTAL		$_____

Attachment H

Restroom Lock Facilities

Park Site	Street Address	11pm Lockup	#Restrooms/gates
Crestmont Park	1500 Champion Oaks Drive		1
Gibson Park	201 Gibson Dr	LIGHTS	1 driveway gate
Kaseberg Park	1151 Rand Way		1
Mahany Park	1545 Pleasant Grove Blvd	LIGHTS	3
Maidu Park	1550 Maidu Drive	LIGHTS	3 restrooms/2 gates
Olympus Park	2551 La Croix Drive		1
Royer Park	190 Park Drive	LIGHTS	2 restrooms 2 doors each
Saugstad (Eros Dog Park)	100 Buljan Drive	LIGHTS	1
Vernon Street Town Square	311 Vernon Street	LIGHTS	1 restroom w/ 4 doors
Restroom facilties have two doors or gates unless specified.			
School Gates during off season/Weekends.			
Buljan Park/School	150 Halissay Dr		1 gate
Vencil Brown Park/School	260 Trestle Rd.		1 gate
Sierra Crossing Park	4251 Brookstone Dr		1 gate
Solaire Park/Westbrook School	4601 Solaire Dr		1 gate
Bessana Park/Katherine Gates School	1061 Trehowell		1 gate
School gates are locked on Saturday and Sunday during school and every night when they are out			

SEALED PROPOSAL

CITY OF ROSEVILLE CALIFORNIA

IMPORTANT

NOTICE TO PROPOSER

The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

RFP NAME

_____

PROPOSAL DUE DATE

_____

PROPOSAL DUE TIME

_____A.M.____P.M.

PROPOSAL FOR

_____

TIME SENSITIVE. DELIVER TO CITY CLERK IMMEDIATELY.

Department: PRL Park Operations
Date: 04/21/2026
RFP No. 13-184
for
SECURING FACILITIES SERVICES

Ranking	Company Name	Experience and Qualifications Score (after weighting)	Percentage Weighting	Understand of Project Scope Score (after weighting)	Percentage Weighting	Proposed Cost Score (after weighting)	Percentage Weighting	N/A Score (after weighting)	Percentage Weighting	Total Score
1	CALTAC Security, Inc	95	0.35	95	0.35	90	0.3			93.5
										0
										0
										0
										0
										0
										0
										0
										0

Instructions to end users: Delete this section before publishing the score sheet.

Novus. Publish the completed score sheet in Novus as a "non-public" document.

Evaluation Score Sheets. Upon a request pursuant to section 1.8 (Public Disclosure) of the City's RFP Policy document , a proposer is entitled to a master averaged score sheet that reflects the averaged evaluation scores of the proposers during the evaluation panel's initial evaluation and the ranking of proposers from any interview (individual score sheets and/or notes are temporary and are not retained following a determination of the evaluation panel). The master score sheet and ranking shall be prepared by City staff prior to notifying any proposers of the results.

Section 1.8 Public Disclosure. In accordance with the California Public Records Act, proposals submitted in response to a RFP, master averaged score sheets from the initial evaluation, and/or rankings from any interview shall be made available upon a public records request only after: (1) the proposal evaluation process is complete, (2) a contract has been negotiated, and (3) notice of intent to award has been made and/or the contract is placed on a City Council meeting agenda.

Use one of the following point systems for scoring:

95 - 100 =	**Excellent**	**5 =**	**Excellent**
85 - 95 =	**Above Average**	**4 =**	**Above Average**
75 - 84 =	**Average**	**3 =**	**Average**
65 - 74 =	**Fair**	**2 =**	**Fair**
55 - 64 =	**Poor**	**1 =**	**Poor**
0 - 54 =	**Unacceptable**	**0 =**	**Unacceptable**

311 Vernon Street
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

Date: 04/26/26

To: All Proposer concerning **RFP No. 13-184, Security Facility Services**

From: Parks, Recreation & Libraries Department, Russell Soares, Parks Superintendent

Subject: Notice of Intent to Award

For **RFP No. 13-184,** pending City Council approval, the City recommends awarding a contract to **CALTAC Security Inc**.

To inquire about the recommended award, please write to Parks, Recreation & Libraries Department, Russell Soares, Parks Superintendent at RSoares@roseville.ca.us.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.10
File #: 0600-01
Item ID: 2026-336

Title:	Salary Schedule Update, Side Letter Agreement with Roseville Police Association and Addendum to the Management/Confidential Terms, Conditions and Understandings
Contact:	Macy Dippert 916-774-5215 mdippert@roseville.ca.us

SUMMARY

As part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community, staff recommends that the City Council adopt an ordinance to approve the administrative correction to the International Brotherhood of Electrical Workers, Local 1245 (IBEW) A & B salary schedules to update the Senior Electric Line Troubleshooter salary range. In addition, staff recommends an Addendum to the Management/Confidential Terms, Conditions, and Understandings for Management/Confidential employees related to special compensation language amendments to comply with CalPERS requirements, and a side letter agreement between the City of Roseville and the Roseville Police Association to also address amendments to special compensation language to meet CalPERS requirements. The estimated cost of the administrative correction to the IBEW salary schedules for the Senior Electric Line Troubleshooter is $1,906 to the Electric Fund for the remainder of FY2025-26, all of which can be absorbed by existing appropriations; therefore, no budget adjustment is required at this time. Beyond this fiscal year, the recommended changes have an annual ongoing impact of $9,909 to the Electric Fund.

RECOMMENDATION

As part of an ongoing assessment of the appropriate staffing structure to provide a high level of service to the community, staff recommend the following changes to the City's salary schedules and Memorandum of Understandings to meet business needs. It is recommended that City Council take the following actions:

1. Adopt an ordinance to approve the International Brotherhood of Electrical Workers, Local 1245 (IBEW) A & B Salary Schedules (Appendix B) reflecting an administrative correction to the Senior Electric Line Troubleshooter (1153A/1153B), effective April 18, 2026; and
2. Adopt a resolution to authorize the City Manager to approve an Addendum to the Management/Confidential Terms, Conditions, and Understandings related to special compensation language revisions; and
3. Adopt a resolution to authorize the City Manager to approve the attached side letter agreement between the City of Roseville and the Roseville Police Association (RPA) related to compliance with CalPERS for existing special pay.

BACKGROUND

The proposed recommendations are as follows:

Labor Market Adjustments

It was identified after the initial salary schedules were approved by City Council on April 15, 2026,

that the Senior Electric Line Troubleshooter was not updated to the correct percentage based on an agreement to adjust the internal alignment to be 10% above the journey level class. The labor market adjustment should have been set at the 10% cap, instead of the 7.16% that was processed. The update results in a $6,390.17 increase to the annual salary.

Classification Title	A Salary Schedule % Change	B Salary Schedule % Change
Senior Electric Line Troubleshooter	10.00%	10.00%

Management/Confidential Employee Side Letter

Based on a recent CalPERS inquiry, it was determined that several provisions in the Management/Confidential Terms, Conditions and Understandings, Article I. Salaries, need to be updated to continue to be reported as special compensation for Classic and PEPRA employees. While this language has been included in the Agreement prior to 2000, CalPERS staff indicated concern that the current and prior agreements are potentially not in compliance with its recent interpretations of the applicable regulation. As such, the attached addendum to the Management/Confidential terms includes redline edits to the special compensation provisions to continue to report for Classic and PEPRA employees that have been reported in good faith and were subject to retirement contributions for Classic and PEPRA employees. The City does not want retirees to be harmed. There are no added costs to the City due to these revisions.

Roseville Police Association Side Letter

On January 21, 2026, a side letter between Roseville Police Association (RPA) and the City was presented to City Council regarding the Special Pay section of the MOU related to training and certification pay. After presenting the updated side letter to CalPERS, it was determined additional revisions are needed to meet the CalPERS requirements. While some of this language has been included in the RPA MOU since 1997, CalPERS staff indicated concern that the current and prior MOUs are potentially not in compliance with their recent interpretations of the applicable regulation that all employees in a classification be eligible for the Special Pay. The Parties agree that the Special Pay compensation reported for Classic and PEPRA employees was reported in good faith and was subject to retirement contributions for Classic and PEPRA employees. The City and RPA do not want retirees to be harmed. There are no new special pays being added as part of this side letter. The table listing applicable job classes and certifications in Appendix W of the MOU is recommended to be moved into the Special Pay section of the MOU to support the CalPERS review of eligible special pay compensation. In addition, the existing Service Term Bonus section is being split into two sections, including a Longevity Pay section and a Service Term Lump Sum Bonus section. This is to clarify the biweekly Longevity Pay is reported as special compensation, and the newly titled Service Term Lump Sum Bonus section clarifies that the annual lump sum pay is based on both length of service and satisfactory performance, and therefore does not qualify to be reported to CalPERS as special compensation.

FISCAL IMPACT

The estimated total cost of the administrative correction to the IBEW salary schedules of the Senior Electric Line Troubleshooter salary range will be $1,906 to the Electric Fund for the remainder of FY2025-26. This added cost can be absorbed by existing appropriations; therefore, no budget adjustment is

required at this time. Beyond this fiscal year, the recommended changes have an annual ongoing impact of $9,909 to the Electric Fund. There are no costs associated with the Management/Confidential terms addendum or RPA side letter updates.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The proposed salary schedule, side letter and addendum updates meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Macy Dippert, Human Resources Manager

Stacey Peterson, Human Resources Director

ATTACHMENTS:

1. Ordinance 7084
2. 2026.04.18 IBEW Salary Schedule-A Appendix B
3. 2026.04.18 IBEW Salary Schedule-B Appendix B
4. Resolution 26-249
5. Addendum to Terms Conditions and Understandings - Mgmt and Conf Employees
6. Resolution 26-250
7. RPA Side Letter on CalPERS Special Compensation Reporting

REVIEWERS:

Katrina Six, City Clerk Department	Created/Initiated - 4/16/2026
Macy Dippert, Human Resources Department	Approved - 6/2/2026
Stacey Peterson, Human Resources Department	Approved - 6/5/2026
Kelly Aye, City Attorney Department	Approved - 6/8/2026
Katrina Six, City Clerk Department	Approved - 6/8/2026
Ryan DeVore, City Clerk Department	Approved - 6/8/2026
Stacey Peterson, Human Resources Department	Approved - 6/8/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/8/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/9/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/9/2026
Katrina Six, City Clerk Department	Final Approval - 6/10/2026

ORDINANCE NO. 7084

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE 7065, THE SALARY ORDINANCE FOR PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AS AMENDED BY APPENDIX "B" TO BE EFFECTIVE APRIL 18, 2026, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance 7065, the Salary Ordinance for employees represented by the International Brotherhood of Electrical Workers, Local 1245, is hereby amended as shown on Appendix "B" for salary schedules A & B attached hereto, reflecting an administrative correction to the Senior Electric Line Troubleshooter (1153A/1153B), effective April 18, 2026.

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective April 18, 2026 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect April 18, 2026. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the Ordinance Book under the record of the ordinance a certificate under her hand stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20___, by the following vote on roll call:

AYES: COUNCILMEMERS

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

City of Roseville

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150A	Electric Apprentice Line Technician-A	Step A	66.7549	5340.39	11570.85	138850.19
		Step B	71.8900	5751.20	12460.93	149531.20
		Step C	77.0250	6162.00	13351.00	160212.00
		Step D	82.1600	6572.80	14241.07	170892.80
		Step E	87.2950	6983.60	15131.13	181573.60
		Step F	92.4300	7394.40	16021.20	192254.40
1086A	Electric Apprentice Metering System Technician-A	Step A	58.7168	4697.34	10177.58	122130.94
		Step B	63.2336	5058.69	10960.49	131525.89
		Step C	67.7502	5420.02	11743.37	140920.42
		Step D	72.2669	5781.35	12526.26	150315.15
		Step E	76.7835	6142.68	13309.14	159709.68
		Step F	81.3003	6504.02	14092.05	169104.62

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1084A	Electric Apprentice Substation Technician-A	Step A	53.8797	4310.38	9339.15	112069.78
		Step B	58.7777	4702.22	10188.13	122257.62
		Step C	63.6758	5094.06	11037.14	132445.66
		Step D	68.5739	5485.91	11886.14	142633.71
		Step E	73.4721	5877.77	12735.16	152821.97
		Step F	78.3703	6269.62	13584.19	163010.22
		Step G	83.2684	6661.47	14433.19	173198.27
		Step H	88.1666	7053.33	15282.21	183386.53
2328A	Electric Drafting Technician I-A	Step A	43.4543	3476.34	7532.08	90384.94
		Step B	45.6268	3650.14	7908.65	94903.74
		Step C	47.9083	3832.66	8304.11	99649.26
		Step D	50.3037	4024.30	8719.31	104631.70
		Step E	52.8189	4225.51	9155.28	109863.31
		Step F	55.4598	4436.78	9613.03	115356.38
		Step G	58.2328	4658.62	10093.69	121124.22
		Step H	61.1445	4891.56	10598.38	127180.56

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330A	Electric Drafting Technician II-A	Step A	47.7997	3823.98	8285.28	99423.38
		Step B	50.1898	4015.18	8699.57	104394.78
		Step C	52.6993	4215.94	9134.55	109614.54
		Step D	55.3341	4426.73	9591.24	115094.93
		Step E	58.1009	4648.07	10070.82	120849.87
		Step F	61.0060	4880.48	10574.37	126892.48
		Step G	64.0564	5124.51	11103.11	133237.31
		Step H	67.2591	5380.73	11658.24	139898.93
2340A	Electric Engineering Technician I-A	Step A	54.1045	4328.36	9378.11	112537.36
		Step B	56.8096	4544.77	9847.00	118163.97
		Step C	59.6504	4772.03	10339.40	124072.83
		Step D	62.6329	5010.63	10856.37	130276.43
		Step E	65.7644	5261.15	11399.16	136789.95
		Step F	69.0527	5524.22	11969.13	143629.62
		Step G	72.5052	5800.42	12567.57	150810.82
		Step H	76.1304	6090.43	13195.94	158351.23

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345A	Electric Engineering Technician II-A	Step A	59.5147	4761.18	10315.88	123790.58
		Step B	62.4905	4999.24	10831.69	129980.24
		Step C	65.6152	5249.22	11373.30	136479.62
		Step D	68.8959	5511.67	11941.96	143303.47
		Step E	72.3406	5787.25	12539.04	150468.45
		Step F	75.9577	6076.62	13166.00	157992.02
		Step G	79.7555	6380.44	13824.29	165891.44
		Step H	83.7434	6699.47	14515.52	174186.27
1152A	Electric Line General Foreperson-A	Step A	82.2928	6583.42	14264.09	171169.02
		Step B	86.4074	6912.59	14977.28	179727.39
		Step C	90.7278	7258.22	15726.15	188713.82
		Step D	95.2642	7621.14	16512.46	198149.54
		Step E	100.0274	8002.19	17338.08	208056.99
		Step F	105.0287	8402.30	18204.97	218459.70
		Step G	110.2802	8822.42	19115.23	229382.82
		Step H	115.7942	9263.54	20070.99	240851.94
2285A	Electric Line Technician-A	Step A	102.7000	8216.00	17801.33	213616.00

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2286A	Electric Line Troubleshooter-A	Step A	78.4609	6276.87	13599.89	163198.67
		Step B	82.3841	6590.73	14279.91	171358.93
		Step C	86.5032	6920.26	14993.89	179926.66
		Step D	90.8284	7266.27	15743.59	188923.07
		Step E	95.3698	7629.58	16530.77	198369.18
		Step F	100.1382	8011.06	17357.29	208287.46
		Step G	105.1452	8411.62	18225.17	218702.02
		Step H	110.4024	8832.19	19136.42	229636.99
2210A	Electric Materials Technician I-A	Step A	42.6974	3415.79	7400.88	88810.59
		Step B	44.8323	3586.58	7770.93	93251.18
		Step C	47.0739	3765.91	8159.48	97913.71
		Step D	49.4274	3954.19	8567.42	102808.99
		Step E	51.8991	4151.93	8995.84	107950.13
		Step F	54.4938	4359.50	9445.59	113347.10
		Step G	57.2186	4577.49	9917.89	119014.69
		Step H	60.0795	4806.36	10413.78	124965.36

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2212A	Electric Materials Technician II-A	Step A	46.9669	3757.35	8140.93	97691.15
		Step B	49.3155	3945.24	8548.02	102576.24
		Step C	51.7813	4142.50	8975.43	107705.10
		Step D	54.3703	4349.62	9424.19	113090.22
		Step E	57.0888	4567.10	9895.39	118744.70
		Step F	59.9432	4795.46	10390.15	124681.86
		Step G	62.9405	5035.24	10909.69	130916.24
		Step H	66.0874	5286.99	11455.15	137461.79
1085A	Electric Metering System Technician-A	Step A	90.3336	7226.69	15657.82	187893.89
1130A	Electric Operations Safety Technician-A	Step A	80.2858	6422.86	13916.21	166994.46
		Step B	84.3000	6744.00	14612.00	175344.00
		Step C	88.5150	7081.20	15342.60	184111.20
		Step D	92.9408	7435.26	16109.74	193316.86
		Step E	97.5878	7807.02	16915.22	202982.62
		Step F	102.4674	8197.39	17761.02	213132.19
		Step G	107.5906	8607.25	18649.04	223788.45
		Step H	112.9700	9037.60	19581.47	234977.60

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2421A	Electric Pre-Apprentice-A	Step A	43.3907	3471.26	7521.05	90252.66
		Step B	46.7283	3738.26	8099.57	97194.86
		Step C	50.0661	4005.29	8678.12	104137.49
		Step D	53.4040	4272.32	9256.69	111080.32
		Step E	56.7418	4539.34	9835.25	118022.94
		Step F	60.0795	4806.36	10413.78	124965.36
2254A	Electric Preventive Data System Technician-A	Step A	38.8159	3105.27	6728.09	80737.07
		Step B	40.7566	3260.53	7064.48	84773.73
		Step C	42.7943	3423.54	7417.68	89012.14
		Step D	44.9341	3594.73	7788.58	93462.93
		Step E	47.1808	3774.46	8178.01	98136.06
		Step F	49.5399	3963.19	8586.92	103042.99
		Step G	52.0170	4161.36	9016.28	108195.36
		Step H	54.6177	4369.42	9467.07	113604.82
1083A	Electric Substation Technician-A	Step A	97.9628	7837.02	16980.22	203762.62

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2350A	Electric System Dispatcher-A	Step A	80.2858	6422.86	13916.21	166994.46
		Step B	84.3000	6744.00	14612.00	175344.00
		Step C	88.5150	7081.20	15342.60	184111.20
		Step D	92.9408	7435.26	16109.74	193316.86
		Step E	97.5878	7807.02	16915.22	202982.62
		Step F	102.4674	8197.39	17761.02	213132.19
		Step G	107.5906	8607.25	18649.04	223788.45
		Step H	112.9700	9037.60	19581.47	234977.60
2359A	Electric Technology System Technician-A	Step A	62.9596	5036.77	10913.00	130955.97
		Step B	66.1075	5288.60	11458.63	137503.60
		Step C	69.4130	5553.04	12031.59	144379.04
		Step D	72.8833	5830.66	12633.11	151597.26
		Step E	76.5277	6122.22	13264.80	159177.62
		Step F	80.3541	6428.33	13928.04	167136.53
		Step G	84.3717	6749.74	14624.43	175493.14
		Step H	88.5903	7087.22	15355.65	184267.82

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9250A	Electric Utility Inspection Technician-A	Step A	66.3517	5308.14	11500.96	138011.54
		Step B	69.6691	5573.53	12075.98	144911.73
		Step C	73.1527	5852.22	12679.80	152157.62
		Step D	76.8104	6144.83	13313.80	159765.63
		Step E	80.6511	6452.09	13979.52	167754.29
		Step F	84.6834	6774.67	14678.46	176141.47
		Step G	88.9177	7113.42	15412.40	184948.82
		Step H	93.3636	7469.09	16183.02	194196.29
2380A	Electronics Technician I-A	Step A	41.8559	3348.47	7255.02	87060.27
		Step B	43.9488	3515.90	7617.79	91413.50
		Step C	46.1462	3691.70	7998.67	95984.10
		Step D	48.4535	3876.28	8398.61	100783.28
		Step E	50.8761	4070.09	8818.52	105822.29
		Step F	53.4199	4273.59	9259.45	111113.39
		Step G	56.0909	4487.27	9722.42	116669.07
		Step H	58.8956	4711.65	10208.57	122502.85

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2385A	Electronics Technician II-A	Step A	46.0415	3683.32	7980.53	95766.32
		Step B	48.3436	3867.49	8379.56	100554.69
		Step C	50.7609	4060.87	8798.56	105582.67
		Step D	53.2988	4263.90	9238.46	110861.50
		Step E	55.9637	4477.10	9700.37	116404.50
		Step F	58.7619	4700.95	10185.40	122224.75
		Step G	61.7000	4936.00	10694.67	128336.00
		Step H	64.7851	5182.81	11229.42	134753.01
1120A	Electronics Technician III-A	Step A	50.6457	4051.66	8778.59	105343.06
		Step B	53.1780	4254.24	9217.52	110610.24
		Step C	55.8369	4466.95	9678.40	116140.75
		Step D	58.6288	4690.30	10162.33	121947.90
		Step E	61.5602	4924.82	10670.43	128045.22
		Step F	64.6382	5171.06	11203.95	134447.46
		Step G	67.8701	5429.61	11764.15	141169.81
		Step H	71.2636	5701.09	12352.36	148228.29

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1037A	Environmental Utilities Instrument and Control Technician I - A	Step A	41.8559	3348.47	7255.02	87060.27
		Step B	43.9488	3515.90	7617.79	91413.50
		Step C	46.1462	3691.70	7998.67	95984.10
		Step D	48.4535	3876.28	8398.61	100783.28
		Step E	50.8761	4070.09	8818.52	105822.29
		Step F	53.4199	4273.59	9259.45	111113.39
		Step G	56.0909	4487.27	9722.42	116669.07
		Step H	58.8956	4711.65	10208.57	122502.85
1038A	Environmental Utilities Instrument and Control Technician II - A	Step A	46.0415	3683.32	7980.53	95766.32
		Step B	48.3436	3867.49	8379.56	100554.69
		Step C	50.7609	4060.87	8798.56	105582.67
		Step D	53.2988	4263.90	9238.46	110861.50
		Step E	55.9637	4477.10	9700.37	116404.50
		Step F	58.7619	4700.95	10185.40	122224.75
		Step G	61.7000	4936.00	10694.67	128336.00
		Step H	64.7851	5182.81	11229.42	134753.01

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1082A	Generation Maintenance Scheduler-Coordinator-A	Step A	72.7181	5817.45	12604.47	151253.65
		Step B	76.3541	6108.33	13234.71	158816.53
		Step C	80.1718	6413.74	13896.45	166757.34
		Step D	84.1802	6734.42	14591.23	175094.82
		Step E	88.3895	7071.16	15320.85	183850.16
		Step F	92.8089	7424.71	16086.88	193042.51
		Step G	97.4493	7795.94	16891.21	202694.54
		Step H	102.3218	8185.74	17735.78	212829.34
3608A	Instrument and Control Technician-A	Step A	66.1073	5288.58	11458.60	137503.18
		Step B	69.4127	5553.02	12031.53	144378.42
		Step C	72.8834	5830.67	12633.12	151597.47
		Step D	76.5277	6122.22	13264.80	159177.62
		Step E	80.3540	6428.32	13928.03	167136.32
		Step F	84.3717	6749.74	14624.43	175493.14
		Step G	88.5903	7087.22	15355.65	184267.82
		Step H	93.0198	7441.58	16123.43	193481.18

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4520A	Materials Technician-A	Step A	41.7130	3337.04	7230.25	86763.04
		Step B	43.7983	3503.86	7591.71	91100.46
		Step C	45.9886	3679.09	7971.36	95656.29
		Step D	48.2881	3863.05	8369.94	100439.25
		Step E	50.7022	4056.18	8788.38	105460.58
		Step F	53.2374	4258.99	9227.82	110733.79
		Step G	55.8993	4471.94	9689.21	116270.54
		Step H	58.6942	4695.54	10173.66	122083.94
5316A	Plant and Equipment Maintenance Worker I-A	Step A	28.4905	2279.24	4938.35	59260.24
		Step B	29.9151	2393.21	5185.28	62223.41
		Step C	31.4107	2512.86	5444.52	65334.26
		Step D	32.9815	2638.52	5716.79	68601.52
		Step E	34.6302	2770.42	6002.57	72030.82
		Step F	36.3618	2908.94	6302.71	75632.54
		Step G	38.1798	3054.38	6617.83	79413.98
		Step H	40.0889	3207.11	6948.74	83384.91

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5319A	Plant and Equipment Maintenance Worker II-A	Step A	31.3393	2507.14	5432.15	65185.74
		Step B	32.9065	2632.52	5703.79	68445.52
		Step C	34.5517	2764.14	5988.96	71867.54
		Step D	36.2794	2902.35	6288.43	75461.15
		Step E	38.0933	3047.46	6602.84	79234.06
		Step F	39.9979	3199.83	6932.97	83195.63
		Step G	41.9978	3359.82	7279.62	87355.42
		Step H	44.0978	3527.82	7643.62	91723.42
5327A	Plant and Equipment Mechanic I-A	Step A	34.4737	2757.90	5975.44	71705.30
		Step B	36.1972	2895.78	6274.18	75290.18
		Step C	38.0070	3040.56	6587.88	79054.56
		Step D	39.9073	3192.58	6917.27	83007.18
		Step E	41.9027	3352.22	7263.13	87157.62
		Step F	43.9977	3519.82	7626.27	91515.22
		Step G	46.1976	3695.81	8007.58	96091.01
		Step H	48.5075	3880.60	8407.97	100895.60

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5328A	Plant and Equipment Mechanic II-A	Step A	37.9207	3033.66	6572.92	78875.06
		Step B	39.8167	3185.34	6901.56	82818.74
		Step C	41.8076	3344.61	7246.65	86959.81
		Step D	43.8981	3511.85	7609.00	91308.05
		Step E	46.0929	3687.43	7989.44	95873.23
		Step F	48.3976	3871.81	8388.92	100667.01
		Step G	50.8175	4065.40	8808.37	105700.40
		Step H	53.3584	4268.67	9248.79	110985.47
5595A	Power Engineer I-A	Step A	59.5633	4765.06	10324.31	123891.66
		Step B	62.5413	5003.30	10840.49	130085.90
		Step C	65.6684	5253.47	11382.52	136590.27
		Step D	68.9518	5516.14	11951.65	143419.74
		Step E	72.3995	5791.96	12549.25	150590.96
		Step F	76.0196	6081.57	13176.73	158120.77
		Step G	79.8205	6385.64	13835.55	166026.64
		Step H	83.8117	6704.94	14527.36	174328.34

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5596A	Power Engineer II-A	Step A	65.5198	5241.58	11356.77	136281.18
		Step B	68.7958	5503.66	11924.61	143095.26
		Step C	72.2356	5778.85	12520.84	150250.05
		Step D	75.8474	6067.79	13146.88	157762.59
		Step E	79.6398	6371.18	13804.23	165650.78
		Step F	83.6218	6689.74	14494.45	173933.34
		Step G	87.8028	7024.22	15219.15	182629.82
		Step H	92.1929	7375.43	15980.10	191761.23
1182A	Power Generation Safety Technician-A	Step A	76.1810	6094.48	13204.71	158456.48
		Step B	79.9899	6399.19	13864.92	166378.99
		Step C	83.9895	6719.16	14558.18	174698.16
		Step D	88.1889	7055.11	15286.08	183432.91
		Step E	92.5984	7407.87	16050.39	192604.67
		Step F	97.2284	7778.27	16852.92	202235.07
		Step G	102.0898	8167.18	17695.57	212346.78
		Step H	107.1942	8575.54	18580.33	222963.94

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5590A	Power Plant Engineer I-A	Step A	59.5633	4765.06	10324.31	123891.66
		Step B	62.5413	5003.30	10840.49	130085.90
		Step C	65.6684	5253.47	11382.52	136590.27
		Step D	68.9518	5516.14	11951.65	143419.74
		Step E	72.3995	5791.96	12549.25	150590.96
		Step F	76.0196	6081.57	13176.73	158120.77
		Step G	79.8205	6385.64	13835.55	166026.64
		Step H	83.8117	6704.94	14527.36	174328.34
5591A	Power Plant Engineer II-A	Step A	65.5198	5241.58	11356.77	136281.18
		Step B	68.7958	5503.66	11924.61	143095.26
		Step C	72.2355	5778.84	12520.82	150249.84
		Step D	75.8472	6067.78	13146.85	157762.18
		Step E	79.6396	6371.17	13804.20	165650.37
		Step F	83.6217	6689.74	14494.43	173933.14
		Step G	87.8027	7024.22	15219.13	182629.62
		Step H	92.1929	7375.43	15980.10	191761.23

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5526A	Power Plant Mechanic-A	Step A	60.0976	4807.81	10416.92	125003.01
		Step B	63.1026	5048.21	10937.78	131253.41
		Step C	66.2577	5300.62	11484.67	137816.02
		Step D	69.5706	5565.65	12058.90	144706.85
		Step E	73.0490	5843.92	12661.83	151941.92
		Step F	76.7013	6136.10	13294.89	159538.70
		Step G	80.5366	6442.93	13959.68	167516.13
		Step H	84.5635	6765.08	14657.67	175892.08
5522A	Power Plant Operator Technician I-A	Step A	57.2358	4578.86	9920.87	119050.46
		Step B	60.0977	4807.82	10416.93	125003.22
		Step C	63.1025	5048.20	10937.77	131253.20
		Step D	66.2577	5300.62	11484.67	137816.02
		Step E	69.5704	5565.63	12058.87	144706.43
		Step F	73.0491	5843.93	12661.84	151942.13
		Step G	76.7015	6136.12	13294.93	159539.12
		Step H	80.5366	6442.93	13959.68	167516.13

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5523A	Power Plant Operator Technician II-A	Step A	62.9596	5036.77	10913.00	130955.97
		Step B	66.1075	5288.60	11458.63	137503.60
		Step C	69.4130	5553.04	12031.59	144379.04
		Step D	72.8833	5830.66	12633.11	151597.26
		Step E	76.5277	6122.22	13264.80	159177.62
		Step F	80.3541	6428.33	13928.04	167136.53
		Step G	84.3719	6749.75	14624.46	175493.55
		Step H	88.5903	7087.22	15355.65	184267.82
5401A	Predictive Maintenance Technician I-A	Step A	41.8560	3348.48	7255.04	87060.48
		Step B	43.9488	3515.90	7617.79	91413.50
		Step C	46.1462	3691.70	7998.67	95984.10
		Step D	48.4535	3876.28	8398.61	100783.28
		Step E	50.8761	4070.09	8818.52	105822.29
		Step F	53.4200	4273.60	9259.47	111113.60
		Step G	56.0909	4487.27	9722.42	116669.07
		Step H	58.8956	4711.65	10208.57	122502.85

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5402A	Predictive Maintenance Technician II-A	Step A	46.0415	3683.32	7980.53	95766.32
		Step B	48.3436	3867.49	8379.56	100554.69
		Step C	50.7607	4060.86	8798.52	105582.26
		Step D	53.2989	4263.91	9238.48	110861.71
		Step E	55.9637	4477.10	9700.37	116404.50
		Step F	58.7620	4700.96	10185.41	122224.96
		Step G	61.7000	4936.00	10694.67	128336.00
		Step H	64.7851	5182.81	11229.42	134753.01
5533A	Preventative Maintenance Coordinator-A	Step A	45.8840	3670.72	7953.23	95438.72
		Step B	48.1785	3854.28	8350.94	100211.28
		Step C	50.5873	4046.98	8768.47	105221.58
		Step D	53.1167	4249.34	9206.89	110482.74
		Step E	55.7725	4461.80	9667.23	116006.80
		Step F	58.5610	4684.88	10150.57	121806.88
		Step G	61.4891	4919.13	10658.11	127897.33
		Step H	64.5636	5165.09	11191.02	134292.29

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5500A	Preventative Maintenance Technician I-A	Step A	38.0508	3044.06	6595.47	79145.66
		Step B	39.9533	3196.26	6925.24	83102.86
		Step C	41.9511	3356.09	7271.52	87258.29
		Step D	44.0486	3523.89	7635.09	91621.09
		Step E	46.2510	3700.08	8016.84	96202.08
		Step F	48.5636	3885.09	8417.69	101012.29
		Step G	50.9918	4079.34	8838.58	106062.94
		Step H	53.5414	4283.31	9280.51	111366.11
5502A	Preventative Maintenance Technician II-A	Step A	41.8560	3348.48	7255.04	87060.48
		Step B	43.9488	3515.90	7617.79	91413.50
		Step C	46.1462	3691.70	7998.67	95984.10
		Step D	48.4535	3876.28	8398.61	100783.28
		Step E	50.8761	4070.09	8818.52	105822.29
		Step F	53.4199	4273.59	9259.45	111113.39
		Step G	56.0910	4487.28	9722.44	116669.28
		Step H	58.8956	4711.65	10208.57	122502.85

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7020A	SCADA System Technician-A	Step A	46.0415	3683.32	7980.53	95766.32
		Step B	48.3436	3867.49	8379.56	100554.69
		Step C	50.7609	4060.87	8798.56	105582.67
		Step D	53.2988	4263.90	9238.46	110861.50
		Step E	55.9637	4477.10	9700.37	116404.50
		Step F	58.7619	4700.95	10185.40	122224.75
		Step G	61.7000	4936.00	10694.67	128336.00
		Step H	64.7851	5182.81	11229.42	134753.01
7118A	Senior Electric Line Technician-A	Step A	80.2858	6422.86	13916.21	166994.46
		Step B	84.3000	6744.00	14612.00	175344.00
		Step C	88.5150	7081.20	15342.60	184111.20
		Step D	92.9408	7435.26	16109.74	193316.86
		Step E	97.5878	7807.02	16915.22	202982.62
		Step F	102.4674	8197.39	17761.02	213132.19
		Step G	107.5906	8607.25	18649.04	223788.45
		Step H	112.9700	9037.60	19581.47	234977.60

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Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1153A	Senior Electric Line Troubleshooter-A	Step A	84.5673	6765.38	14658.33	175899.98
		Step B	88.7957	7103.66	15391.25	184695.06
		Step C	93.2356	7458.85	16160.84	193930.05
		Step D	97.8973	7831.78	16968.87	203626.38
		Step E	102.7923	8223.38	17817.33	213807.98
		Step F	107.9318	8634.54	18708.18	224498.14
		Step G	113.3283	9066.26	19643.57	235722.86
		Step H	118.9948	9519.58	20625.77	247509.18
7169A	Senior Electric Materials Technician-A	Step A	51.6640	4133.12	8955.09	107461.12
		Step B	54.2471	4339.77	9402.83	112833.97
		Step C	56.9594	4556.75	9872.96	118475.55
		Step D	59.8074	4784.59	10366.62	124399.39
		Step E	62.7979	5023.83	10884.97	130619.63
		Step F	65.9375	5275.00	11429.17	137150.00
		Step G	69.2345	5538.76	12000.65	144007.76
		Step H	72.6962	5815.70	12600.67	151208.10

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Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1036A	Senior Electric Metering Systems Technician - A	Step A	70.6183	5649.46	12240.51	146886.06
		Step B	74.1493	5931.94	12852.55	154230.54
		Step C	77.8567	6228.54	13495.16	161941.94
		Step D	81.7495	6539.96	14169.91	170038.96
		Step E	85.8370	6866.96	14878.41	178540.96
		Step F	90.1290	7210.32	15622.36	187468.32
		Step G	94.6353	7570.82	16403.45	196841.42
		Step H	99.3670	7949.36	17223.61	206683.36
7126A	Senior Electric Substation Technician-A	Step A	76.5823	6126.58	13274.27	159291.18
		Step B	80.4117	6432.94	13938.03	167256.34
		Step C	84.4319	6754.55	14634.86	175618.35
		Step D	88.6537	7092.30	15366.64	184399.70
		Step E	93.0865	7446.92	16134.99	193619.92
		Step F	97.7407	7819.26	16941.72	203300.66
		Step G	102.6279	8210.23	17788.84	213466.03
		Step H	107.7591	8620.73	18678.24	224138.93

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7168A	Senior Electric System Dispatcher-A	Step A	88.3143	7065.14	15307.81	183693.74
		Step B	92.7300	7418.40	16073.20	192878.40
		Step C	97.3664	7789.31	16876.84	202522.11
		Step D	102.2348	8178.78	17720.70	212648.38
		Step E	107.3465	8587.72	18606.73	223280.72
		Step F	112.7138	9017.10	19537.06	234444.70
		Step G	118.3495	9467.96	20513.91	246166.96
		Step H	124.2669	9941.35	21539.60	258475.15
7170A	Senior Electronic Technician-A	Step A	55.7102	4456.82	9656.43	115877.22
		Step B	58.4958	4679.66	10139.27	121671.26
		Step C	61.4207	4913.66	10646.25	127755.06
		Step D	64.4916	5159.33	11178.54	134142.53
		Step E	67.7162	5417.30	11737.47	140849.70
		Step F	71.1019	5688.15	12324.33	147891.95
		Step G	74.6571	5972.57	12940.56	155286.77
		Step H	78.3899	6271.19	13587.58	163050.99

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1123A	Senior Environmental Utilities Instrument & Control Technician-A	Step A	50.6457	4051.66	8778.59	105343.06
		Step B	53.1780	4254.24	9217.52	110610.24
		Step C	55.8369	4466.95	9678.40	116140.75
		Step D	58.6287	4690.30	10162.31	121947.70
		Step E	61.5602	4924.82	10670.43	128045.22
		Step F	64.6382	5171.06	11203.95	134447.46
		Step G	67.8702	5429.62	11764.17	141170.02
		Step H	71.2636	5701.09	12352.36	148228.29
7205A	Senior Plant and Equipment Mechanic-A	Step A	41.7130	3337.04	7230.25	86763.04
		Step B	43.7983	3503.86	7591.71	91100.46
		Step C	45.9886	3679.09	7971.36	95656.29
		Step D	48.2881	3863.05	8369.94	100439.25
		Step E	50.7022	4056.18	8788.38	105460.58
		Step F	53.2374	4258.99	9227.82	110733.79
		Step G	55.8993	4471.94	9689.21	116270.54
		Step H	58.6942	4695.54	10173.66	122083.94

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7152A	Senior Power Plant Operator Technician-A	Step A	69.2554	5540.43	12004.27	144051.23
		Step B	72.7181	5817.45	12604.47	151253.65
		Step C	76.3540	6108.32	13234.69	158816.32
		Step D	80.1717	6413.74	13896.43	166757.14
		Step E	84.1802	6734.42	14591.23	175094.82
		Step F	88.3894	7071.15	15320.83	183849.95
		Step G	92.8090	7424.72	16086.89	193042.72
		Step H	97.4494	7795.95	16891.23	202694.75
7284A	Senior Preventative Maintenance Technician-A	Step A	50.6457	4051.66	8778.59	105343.06
		Step B	53.1780	4254.24	9217.52	110610.24
		Step C	55.8369	4466.95	9678.40	116140.75
		Step D	58.6287	4690.30	10162.31	121947.70
		Step E	61.5602	4924.82	10670.43	128045.22
		Step F	64.6381	5171.05	11203.94	134447.25
		Step G	67.8707	5429.66	11764.25	141171.06
		Step H	71.2636	5701.09	12352.36	148228.29

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9559A	Senior SCADA System Technician-A	Step A	50.6458	4051.66	8778.61	105343.26
		Step B	53.1780	4254.24	9217.52	110610.24
		Step C	55.8369	4466.95	9678.40	116140.75
		Step D	58.6288	4690.30	10162.33	121947.90
		Step E	61.5602	4924.82	10670.43	128045.22
		Step F	64.6381	5171.05	11203.94	134447.25
		Step G	67.8701	5429.61	11764.15	141169.81
		Step H	71.2636	5701.09	12352.36	148228.29
7202A	Senior Wastewater Utility Maintenance Worker-A	Step A	36.0684	2885.47	6251.86	75022.27
		Step B	37.8720	3029.76	6564.48	78773.76
		Step C	39.7653	3181.22	6892.65	82711.82
		Step D	41.7537	3340.30	7237.31	86847.70
		Step E	43.8413	3507.30	7599.16	91189.90
		Step F	46.0333	3682.66	7979.11	95749.26
		Step G	48.3349	3866.79	8378.05	100536.59
		Step H	50.7518	4060.14	8796.98	105563.74

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7204A	Senior Water Distribution Worker-A	Step A	36.0684	2885.47	6251.86	75022.27
		Step B	37.8720	3029.76	6564.48	78773.76
		Step C	39.7653	3181.22	6892.65	82711.82
		Step D	41.7537	3340.30	7237.31	86847.70
		Step E	43.8413	3507.30	7599.16	91189.90
		Step F	46.0333	3682.66	7979.11	95749.26
		Step G	48.3349	3866.79	8378.05	100536.59
		Step H	50.7518	4060.14	8796.98	105563.74
2375A	Traffic Signal Maintenance Worker I-A	Step A	32.7895	2623.16	5683.51	68202.16
		Step B	34.4290	2754.32	5967.69	71612.32
		Step C	36.1503	2892.02	6266.05	75192.62
		Step D	37.9579	3036.63	6579.37	78952.43
		Step E	39.8558	3188.46	6908.34	82900.06
		Step F	41.8484	3347.87	7253.72	87044.67
		Step G	43.9410	3515.28	7616.44	91397.28
		Step H	46.1380	3691.04	7997.25	95967.04

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Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2376A	Traffic Signal Maintenance Worker II-A	Step A	36.0684	2885.47	6251.86	75022.27
		Step B	37.8720	3029.76	6564.48	78773.76
		Step C	39.7655	3181.24	6892.69	82712.24
		Step D	41.7536	3340.29	7237.29	86847.49
		Step E	43.8414	3507.31	7599.18	91190.11
		Step F	46.0334	3682.67	7979.12	95749.47
		Step G	48.3349	3866.79	8378.05	100536.59
		Step H	50.7518	4060.14	8796.98	105563.74
9027A	Wastewater Utility Maintenance Worker I-A	Step A	29.8084	2384.67	5166.79	62001.47
		Step B	31.2989	2503.91	5425.14	65101.71
		Step C	32.8639	2629.11	5696.41	68356.91
		Step D	34.5069	2760.55	5981.20	71774.35
		Step E	36.2323	2898.58	6280.27	75363.18
		Step F	38.0441	3043.53	6594.31	79131.73
		Step G	39.9461	3195.69	6923.99	83087.89
		Step H	41.9437	3355.50	7270.24	87242.90

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Appendix:B
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9029A	Wastewater Utility Maintenance Worker II-A	Step A	32.7895	2623.16	5683.51	68202.16
		Step B	34.4290	2754.32	5967.69	71612.32
		Step C	36.1503	2892.02	6266.05	75192.62
		Step D	37.9578	3036.62	6579.35	78952.22
		Step E	39.8558	3188.46	6908.34	82900.06
		Step F	41.8485	3347.88	7253.74	87044.88
		Step G	43.9410	3515.28	7616.44	91397.28
		Step H	46.1380	3691.04	7997.25	95967.04
9078A	Water Conservation Specialist-A	Step A	36.0684	2885.47	6251.86	75022.27
		Step B	37.8720	3029.76	6564.48	78773.76
		Step C	39.7653	3181.22	6892.65	82711.82
		Step D	41.7537	3340.30	7237.31	86847.70
		Step E	43.8413	3507.30	7599.16	91189.90
		Step F	46.0333	3682.66	7979.11	95749.26
		Step G	48.3349	3866.79	8378.05	100536.59
		Step H	50.7518	4060.14	8796.98	105563.74

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Appendix:B
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9049A	Water Conservation Worker I-A	Step A	29.8084	2384.67	5166.79	62001.47
		Step B	31.2989	2503.91	5425.14	65101.71
		Step C	32.8639	2629.11	5696.41	68356.91
		Step D	34.5069	2760.55	5981.20	71774.35
		Step E	36.2323	2898.58	6280.27	75363.18
		Step F	38.0441	3043.53	6594.31	79131.73
		Step G	39.9461	3195.69	6923.99	83087.89
		Step H	41.9437	3355.50	7270.24	87242.90
9051A	Water Conservation Worker II-A	Step A	32.7895	2623.16	5683.51	68202.16
		Step B	34.4290	2754.32	5967.69	71612.32
		Step C	36.1503	2892.02	6266.05	75192.62
		Step D	37.9578	3036.62	6579.35	78952.22
		Step E	39.8558	3188.46	6908.34	82900.06
		Step F	41.8485	3347.88	7253.74	87044.88
		Step G	43.9410	3515.28	7616.44	91397.28
		Step H	46.1380	3691.04	7997.25	95967.04

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9246A	Water Distribution Worker I-A	Step A	29.8084	2384.67	5166.79	62001.47
		Step B	31.2989	2503.91	5425.14	65101.71
		Step C	32.8639	2629.11	5696.41	68356.91
		Step D	34.5069	2760.55	5981.20	71774.35
		Step E	36.2323	2898.58	6280.27	75363.18
		Step F	38.0441	3043.53	6594.31	79131.73
		Step G	39.9461	3195.69	6923.99	83087.89
		Step H	41.9437	3355.50	7270.24	87242.90
9248A	Water Distribution Worker II-A	Step A	32.7895	2623.16	5683.51	68202.16
		Step B	34.4290	2754.32	5967.69	71612.32
		Step C	36.1503	2892.02	6266.05	75192.62
		Step D	37.9578	3036.62	6579.35	78952.22
		Step E	39.8558	3188.46	6908.34	82900.06
		Step F	41.8485	3347.88	7253.74	87044.88
		Step G	43.9410	3515.28	7616.44	91397.28
		Step H	46.1380	3691.04	7997.25	95967.04

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150B	Electric Apprentice Line Technician-B	Step A	66.7549	5340.39	11570.85	138850.19
		Step B	71.8900	5751.20	12460.93	149531.20
		Step C	77.0250	6162.00	13351.00	160212.00
		Step D	82.1600	6572.80	14241.07	170892.80
		Step E	87.2950	6983.60	15131.13	181573.60
		Step F	92.4300	7394.40	16021.20	192254.40
1086B	Electric Apprentice Metering System Technician-B	Step A	58.7168	4697.34	10177.58	122130.94
		Step B	63.2336	5058.69	10960.49	131525.89
		Step C	67.7502	5420.02	11743.37	140920.42
		Step D	72.2669	5781.35	12526.26	150315.15
		Step E	76.7835	6142.68	13309.14	159709.68
		Step F	81.3003	6504.02	14092.05	169104.62

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1084B	Electric Apprentice Substation Technician-B	Step A	53.8797	4310.38	9339.15	112069.78
		Step B	58.7777	4702.22	10188.13	122257.62
		Step C	63.6758	5094.06	11037.14	132445.66
		Step D	68.5739	5485.91	11886.14	142633.71
		Step E	73.4721	5877.77	12735.16	152821.97
		Step F	78.3703	6269.62	13584.19	163010.22
		Step G	83.2684	6661.47	14433.19	173198.27
		Step H	88.1666	7053.33	15282.21	183386.53

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2328B	Electric Drafting Technician I-B	Step A	43.4543	3476.34	7532.08	90384.94
		Step B	45.4972	3639.78	7886.18	94634.18
		Step C	46.8621	3748.97	8122.76	97473.17
		Step D	48.2681	3861.45	8366.47	100397.65
		Step E	49.7161	3977.29	8617.46	103409.49
		Step F	51.2076	4096.61	8875.98	106511.81
		Step G	52.7437	4219.50	9142.24	109706.90
		Step H	54.3261	4346.09	9416.52	112998.29
		Step I	55.9559	4476.47	9699.02	116388.27
		Step J	57.6345	4610.76	9989.98	119879.76
		Step K	59.3635	4749.08	10289.67	123476.08
		Step L	61.1445	4891.56	10598.38	127180.56

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330B	Electric Drafting Technician II-B	Step A	47.7997	3823.98	8285.28	99423.38
		Step B	50.0470	4003.76	8674.81	104097.76
		Step C	51.5484	4123.87	8935.06	107220.67
		Step D	53.0948	4247.58	9203.10	110437.18
		Step E	54.6877	4375.02	9479.20	113750.42
		Step F	56.3284	4506.27	9763.59	117163.07
		Step G	58.0183	4641.46	10056.51	120678.06
		Step H	59.7588	4780.70	10358.19	124298.30
		Step I	61.5516	4924.13	10668.94	128027.33
		Step J	63.3981	5071.85	10989.00	131868.05
		Step K	65.3001	5224.01	11318.68	135824.21
		Step L	67.2591	5380.73	11658.24	139898.93

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2340B	Electric Engineering Technician I-B	Step A	54.1045	4328.36	9378.11	112537.36
		Step B	56.6482	4531.86	9819.02	117828.26
		Step C	58.3477	4667.82	10113.60	121363.22
		Step D	60.0981	4807.85	10417.00	125004.05
		Step E	61.9010	4952.08	10729.51	128754.08
		Step F	63.7579	5100.63	11051.37	132616.43
		Step G	65.6709	5253.67	11382.96	136595.47
		Step H	67.6411	5411.29	11724.46	140693.49
		Step I	69.6702	5573.62	12076.17	144914.02
		Step J	71.7602	5740.82	12438.43	149261.22
		Step K	73.9132	5913.06	12811.62	153739.46
		Step L	76.1304	6090.43	13195.94	158351.23

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345B	Electric Engineering Technician II-B	Step A	59.5147	4761.18	10315.88	123790.58
		Step B	62.3129	4985.03	10800.90	129610.83
		Step C	64.1823	5134.58	11124.93	133499.18
		Step D	66.1079	5288.63	11458.70	137504.43
		Step E	68.0911	5447.29	11802.46	141629.49
		Step F	70.1350	5610.80	12156.73	145880.80
		Step G	72.2378	5779.02	12521.22	150254.62
		Step H	74.4050	5952.40	12896.87	154762.40
		Step I	76.6371	6130.97	13283.76	159405.17
		Step J	78.9363	6314.90	13682.29	164187.50
		Step K	81.3042	6504.34	14092.73	169112.74
		Step L	83.7434	6699.47	14515.52	174186.27

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1152B	Electric Line General Foreperson-B	Step A	82.2928	6583.42	14264.09	171169.02
		Step B	86.1618	6892.94	14934.71	179216.54
		Step C	88.7466	7099.73	15382.74	184592.93
		Step D	91.4091	7312.73	15844.24	190130.93
		Step E	94.1512	7532.10	16319.54	195834.50
		Step F	96.9757	7758.06	16809.12	201709.46
		Step G	99.8851	7990.81	17313.42	207761.01
		Step H	102.8816	8230.53	17832.81	213993.73
		Step I	105.9681	8477.45	18367.80	220413.65
		Step J	109.1471	8731.77	18918.83	227025.97
		Step K	112.4216	8993.73	19486.41	233836.93
		Step L	115.7942	9263.54	20070.99	240851.94
2285B	Electric Line Technician-B	Step A	102.7000	8216.00	17801.33	213616.00

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2286B	Electric Line Troubleshooter-B	Step A	78.4609	6276.87	13599.89	163198.67
		Step B	82.1497	6571.98	14239.28	170871.38
		Step C	84.6143	6769.14	14666.48	175997.74
		Step D	87.1527	6972.22	15106.47	181277.62
		Step E	89.7673	7181.38	15559.67	186715.98
		Step F	92.4603	7396.82	16026.45	192317.42
		Step G	95.2341	7618.73	16507.24	198086.93
		Step H	98.0912	7847.30	17002.47	204029.70
		Step I	101.0339	8082.71	17512.54	210150.51
		Step J	104.0649	8325.19	18037.92	216454.99
		Step K	107.1869	8574.95	18579.06	222948.75
		Step L	110.4024	8832.19	19136.42	229636.99

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2210B	Electric Materials Technician I-B	Step A	42.6974	3415.79	7400.88	88810.59
		Step B	44.7047	3576.38	7748.81	92985.78
		Step C	46.0460	3683.68	7981.31	95775.68
		Step D	47.4273	3794.18	8220.73	98648.78
		Step E	48.8501	3908.01	8467.35	101608.21
		Step F	50.3156	4025.25	8721.37	104656.45
		Step G	51.8251	4146.01	8983.02	107796.21
		Step H	53.3798	4270.38	9252.50	111029.98
		Step I	54.9810	4398.48	9530.04	114360.48
		Step J	56.6306	4530.45	9815.97	117791.65
		Step K	58.3294	4666.35	10110.43	121325.15
		Step L	60.0795	4806.36	10413.78	124965.36

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2212B	Electric Materials Technician II-B	Step A	46.9669	3757.35	8140.93	97691.15
		Step B	49.1752	3934.02	8523.70	102284.42
		Step C	50.6507	4052.06	8779.45	105353.46
		Step D	52.1701	4173.61	9042.82	108513.81
		Step E	53.7352	4298.82	9314.10	111769.22
		Step F	55.3472	4427.78	9593.51	115122.18
		Step G	57.0076	4560.61	9881.32	118575.81
		Step H	58.7179	4697.43	10177.77	122133.23
		Step I	60.4795	4838.36	10483.11	125797.36
		Step J	62.2937	4983.50	10797.57	129570.90
		Step K	64.1626	5133.01	11121.52	133458.21
		Step L	66.0874	5286.99	11455.15	137461.79
1085B	Electric Metering System Technician-B	Step A	90.3336	7226.69	15657.82	187893.89

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1130B	Electric Operations Safety Technician-B	Step A	80.2858	6422.86	13916.21	166994.46
		Step B	84.0603	6724.82	14570.45	174845.42
		Step C	86.5821	6926.57	15007.56	180090.77
		Step D	89.1796	7134.37	15457.80	185493.57
		Step E	91.8550	7348.40	15921.53	191058.40
		Step F	94.6106	7568.85	16399.17	196790.05
		Step G	97.4489	7795.91	16891.14	202693.71
		Step H	100.3724	8029.79	17397.88	208774.59
		Step I	103.3836	8270.69	17919.82	215037.89
		Step J	106.4850	8518.80	18457.40	221488.80
		Step K	109.6797	8774.38	19011.15	228133.78
		Step L	112.9700	9037.60	19581.47	234977.60
2421B	Electric Pre-Apprentice-B	Step A	43.3907	3471.26	7521.05	90252.66
		Step B	46.7283	3738.26	8099.57	97194.86
		Step C	50.0661	4005.29	8678.12	104137.49
		Step D	53.4040	4272.32	9256.69	111080.32
		Step E	56.7418	4539.34	9835.25	118022.94
		Step F	60.0795	4806.36	10413.78	124965.36

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2254B	Electric Preventive Data System Technician-B	Step A	38.8159	3105.27	6728.09	80737.07
		Step B	40.6408	3251.26	7044.41	84532.86
		Step C	41.8600	3348.80	7255.73	87068.80
		Step D	43.1156	3449.25	7473.37	89680.45
		Step E	44.4092	3552.74	7697.59	92371.14
		Step F	45.7415	3659.32	7928.53	95142.32
		Step G	47.1138	3769.10	8166.39	97996.70
		Step H	48.5272	3882.18	8411.38	100936.58
		Step I	49.9829	3998.63	8663.70	103964.43
		Step J	51.4823	4118.58	8923.60	107083.18
		Step K	53.0268	4242.14	9191.31	110295.74
		Step L	54.6177	4369.42	9467.07	113604.82
1083B	Electric Substation Technician-B	Step A	97.9628	7837.02	16980.22	203762.62

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2350B	Electric System Dispatcher-B	Step A	80.2858	6422.86	13916.21	166994.46
		Step B	84.0603	6724.82	14570.45	174845.42
		Step C	86.5821	6926.57	15007.56	180090.77
		Step D	89.1804	7134.43	15457.94	185495.23
		Step E	91.8550	7348.40	15921.53	191058.40
		Step F	94.6106	7568.85	16399.17	196790.05
		Step G	97.4489	7795.91	16891.14	202693.71
		Step H	100.3724	8029.79	17397.88	208774.59
		Step I	103.3836	8270.69	17919.82	215037.89
		Step J	106.4850	8518.80	18457.40	221488.80
		Step K	109.6797	8774.38	19011.15	228133.78
		Step L	112.9700	9037.60	19581.47	234977.60

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2359B	Electric Technology System Technician-B	Step A	62.9596	5036.77	10913.00	130955.97
		Step B	65.9196	5273.57	11426.06	137112.77
		Step C	67.8971	5431.77	11768.83	141225.97
		Step D	69.9341	5594.73	12121.91	145462.93
		Step E	72.0321	5762.57	12485.56	149826.77
		Step F	74.1928	5935.42	12860.09	154321.02
		Step G	76.4188	6113.50	13245.93	158951.10
		Step H	78.7114	6296.91	13643.31	163719.71
		Step I	81.0727	6485.82	14052.60	168631.22
		Step J	83.5098	6680.78	14475.03	173700.38
		Step K	86.0100	6880.80	14908.40	178900.80
		Step L	88.5903	7087.22	15355.65	184267.82

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9250B	Electric Utility Inspection Technician-B	Step A	66.3517	5308.14	11500.96	138011.54
		Step B	69.4712	5557.70	12041.67	144500.10
		Step C	71.5553	5724.42	12402.92	148835.02
		Step D	73.7020	5896.16	12775.01	153300.16
		Step E	75.9131	6073.05	13158.27	157899.25
		Step F	78.1904	6255.23	13553.00	162636.03
		Step G	80.5362	6442.90	13959.61	167515.30
		Step H	82.9522	6636.18	14378.38	172540.58
		Step I	85.4408	6835.26	14809.74	177716.86
		Step J	88.0041	7040.33	15254.04	183048.53
		Step K	90.6443	7251.54	15711.68	188540.14
		Step L	93.3636	7469.09	16183.02	194196.29

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2380B	Electronics Technician I-B	Step A	41.8559	3348.47	7255.02	87060.27
		Step B	43.8238	3505.90	7596.13	91153.50
		Step C	45.1385	3611.08	7824.01	93888.08
		Step D	46.4926	3719.41	8058.72	96704.61
		Step E	47.8874	3830.99	8300.48	99605.79
		Step F	49.3241	3945.93	8549.51	102594.13
		Step G	50.8038	4064.30	8805.99	105671.90
		Step H	52.3278	4186.22	9070.15	108841.82
		Step I	53.8977	4311.82	9342.27	112107.22
		Step J	55.5146	4441.17	9622.53	115470.37
		Step K	57.1801	4574.41	9911.22	118934.61
		Step L	58.8956	4711.65	10208.57	122502.85

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2385B	Electronics Technician II-B	Step A	46.0415	3683.32	7980.53	95766.32
		Step B	48.2061	3856.49	8355.72	100268.69
		Step C	49.6524	3972.19	8606.42	103276.99
		Step D	51.1419	4091.35	8864.60	106375.15
		Step E	52.6762	4214.10	9130.54	109566.50
		Step F	54.2565	4340.52	9404.46	112853.52
		Step G	55.8841	4470.73	9686.58	116238.93
		Step H	57.5607	4604.86	9977.19	119726.26
		Step I	59.2875	4743.00	10276.50	123318.00
		Step J	61.0662	4885.30	10584.81	127017.70
		Step K	62.8982	5031.86	10902.35	130828.26
		Step L	64.7851	5182.81	11229.42	134753.01

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1120B	Electronics Technician III-B	Step A	50.6457	4051.66	8778.59	105343.06
		Step B	53.0268	4242.14	9191.31	110295.74
		Step C	54.6176	4369.41	9467.05	113604.61
		Step D	56.2562	4500.50	9751.07	117012.90
		Step E	57.9437	4635.50	10043.57	120522.90
		Step F	59.6821	4774.57	10344.90	124138.77
		Step G	61.4727	4917.82	10655.27	127863.22
		Step H	63.3167	5065.34	10974.89	131698.74
		Step I	65.2162	5217.30	11304.14	135649.70
		Step J	67.1728	5373.82	11643.29	139719.42
		Step K	69.1879	5535.03	11992.57	143910.83
		Step L	71.2636	5701.09	12352.36	148228.29

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1037B	Environmental Utilities Instrument and Control Technician I - B	Step A	41.8559	3348.47	7255.02	87060.27
		Step B	43.8238	3505.90	7596.13	91153.50
		Step C	45.1385	3611.08	7824.01	93888.08
		Step D	46.4926	3719.41	8058.72	96704.61
		Step E	47.8874	3830.99	8300.48	99605.79
		Step F	49.3241	3945.93	8549.51	102594.13
		Step G	50.8038	4064.30	8805.99	105671.90
		Step H	52.3278	4186.22	9070.15	108841.82
		Step I	53.8977	4311.82	9342.27	112107.22
		Step J	55.5146	4441.17	9622.53	115470.37
		Step K	57.1801	4574.41	9911.22	118934.61
		Step L	58.8956	4711.65	10208.57	122502.85

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1038B	Environmental Utilities Instrument and Control Technician II - B	Step A	46.0415	3683.32	7980.53	95766.32
		Step B	48.2061	3856.49	8355.72	100268.69
		Step C	49.6524	3972.19	8606.42	103276.99
		Step D	51.1419	4091.35	8864.60	106375.15
		Step E	52.6762	4214.10	9130.54	109566.50
		Step F	54.2565	4340.52	9404.46	112853.52
		Step G	55.8841	4470.73	9686.58	116238.93
		Step H	57.5607	4604.86	9977.19	119726.26
		Step I	59.2875	4743.00	10276.50	123318.00
		Step J	61.0662	4885.30	10584.81	127017.70
		Step K	62.8982	5031.86	10902.35	130828.26
		Step L	64.7851	5182.81	11229.42	134753.01

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1082B	Generation Maintenance Scheduler-Coordinator-B	Step A	72.7181	5817.45	12604.47	151253.65
		Step B	76.1369	6090.95	13197.06	158364.75
		Step C	78.4212	6273.70	13593.01	163116.10
		Step D	80.7739	6461.91	14000.81	168009.71
		Step E	83.1969	6655.75	14420.80	173049.55
		Step F	85.6929	6855.43	14853.44	178241.23
		Step G	88.2637	7061.10	15299.04	183588.50
		Step H	90.9118	7272.94	15758.05	189096.54
		Step I	93.6389	7491.11	16230.74	194768.91
		Step J	96.4482	7715.86	16717.69	200612.26
		Step K	99.3414	7947.31	17219.18	206630.11
		Step L	102.3218	8185.74	17735.78	212829.34

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3608B	Instrument and Control Technician-B	Step A	66.1073	5288.58	11458.60	137503.18
		Step B	69.2155	5537.24	11997.35	143968.24
		Step C	71.2919	5703.35	12357.26	148287.15
		Step D	73.4307	5874.46	12727.99	152735.86
		Step E	75.6337	6050.70	13109.84	157318.10
		Step F	77.9026	6232.21	13503.12	162037.41
		Step G	80.2396	6419.17	13908.20	166898.37
		Step H	82.6469	6611.75	14325.46	171905.55
		Step I	85.1264	6810.11	14755.24	177062.91
		Step J	87.6801	7014.41	15197.88	182374.61
		Step K	90.3103	7224.82	15653.79	187845.42
		Step L	93.0198	7441.58	16123.43	193481.18

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4520B	Materials Technician-B	Step A	41.7130	3337.04	7230.25	86763.04
		Step B	43.6741	3493.93	7570.18	90842.13
		Step C	44.9842	3598.74	7797.26	93567.14
		Step D	46.3340	3706.72	8031.23	96374.72
		Step E	47.7237	3817.90	8272.11	99265.30
		Step F	49.1555	3932.44	8520.29	102243.44
		Step G	50.6301	4050.41	8775.88	105310.61
		Step H	52.1492	4171.94	9039.19	108470.34
		Step I	53.7136	4297.09	9310.36	111724.29
		Step J	55.3250	4426.00	9589.67	115076.00
		Step K	56.9847	4558.78	9877.35	118528.18
		Step L	58.6942	4695.54	10173.66	122083.94

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5316B	Plant and Equipment Maintenance Worker I-B	Step A	28.4905	2279.24	4938.35	59260.24
		Step B	29.8298	2386.38	5170.50	62045.98
		Step C	30.7248	2457.98	5325.63	63907.58
		Step D	31.6466	2531.73	5485.41	65824.93
		Step E	32.5959	2607.67	5649.96	67799.47
		Step F	33.5739	2685.91	5819.48	69833.71
		Step G	34.5811	2766.49	5994.06	71928.69
		Step H	35.6186	2849.49	6173.89	74086.69
		Step I	36.6871	2934.97	6359.10	76309.17
		Step J	37.7877	3023.02	6549.87	78598.42
		Step K	38.9213	3113.70	6746.36	80956.30
		Step L	40.0889	3207.11	6948.74	83384.91

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5319B	Plant and Equipment Maintenance Worker II-B	Step A	31.3393	2507.14	5432.15	65185.74
		Step B	32.8130	2625.04	5687.59	68251.04
		Step C	33.7974	2703.79	5858.22	70298.59
		Step D	34.8112	2784.90	6033.94	72407.30
		Step E	35.8556	2868.45	6214.97	74579.65
		Step F	36.9311	2954.49	6401.39	76816.69
		Step G	38.0392	3043.14	6593.46	79121.54
		Step H	39.1803	3134.42	6791.25	81495.02
		Step I	40.3557	3228.46	6994.99	83939.86
		Step J	41.5664	3325.31	7204.84	86458.11
		Step K	42.8135	3425.08	7421.01	89052.08
		Step L	44.0978	3527.82	7643.62	91723.42

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5327B	Plant and Equipment Mechanic I-B	Step A	34.4737	2757.90	5975.44	71705.30
		Step B	36.0943	2887.54	6256.35	75076.14
		Step C	37.1772	2974.18	6444.05	77328.58
		Step D	38.2924	3063.39	6637.35	79648.19
		Step E	39.4411	3155.29	6836.46	82037.49
		Step F	40.6245	3249.96	7041.58	84498.96
		Step G	41.8432	3347.46	7252.82	87033.86
		Step H	43.0984	3447.87	7470.39	89644.67
		Step I	44.3914	3551.31	7694.51	92334.11
		Step J	45.7232	3657.86	7925.35	95104.26
		Step K	47.0948	3767.58	8163.10	97957.18
		Step L	48.5075	3880.60	8407.97	100895.60

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5328B	Plant and Equipment Mechanic II-B	Step A	37.9207	3033.66	6572.92	78875.06
		Step B	39.7035	3176.28	6881.94	82583.28
		Step C	40.8948	3271.58	7088.43	85061.18
		Step D	42.1216	3369.73	7301.08	87612.93
		Step E	43.3851	3470.81	7520.08	90241.01
		Step F	44.6868	3574.94	7745.71	92948.54
		Step G	46.0272	3682.18	7978.05	95736.58
		Step H	47.4082	3792.66	8217.42	98609.06
		Step I	48.8304	3906.43	8463.94	101567.23
		Step J	50.2954	4023.63	8717.87	104614.43
		Step K	51.8041	4144.33	8979.38	107752.53
		Step L	53.3584	4268.67	9248.79	110985.47

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5595B	Power Engineer I-B	Step A	59.5633	4765.06	10324.31	123891.66
		Step B	62.3636	4989.09	10809.69	129716.29
		Step C	64.2346	5138.77	11134.00	133607.97
		Step D	66.1615	5292.92	11467.99	137615.92
		Step E	68.1465	5451.72	11812.06	141744.72
		Step F	70.1909	5615.27	12166.42	145997.07
		Step G	72.2967	5783.74	12531.43	150377.14
		Step H	74.4654	5957.23	12907.34	154888.03
		Step I	76.6994	6135.95	13294.56	159534.75
		Step J	79.0004	6320.03	13693.40	164320.83
		Step K	81.3704	6509.63	14104.20	169250.43
		Step L	83.8117	6704.94	14527.36	174328.34

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5596B	Power Engineer II-B	Step A	65.5198	5241.58	11356.77	136281.18
		Step B	68.6002	5488.02	11890.70	142688.42
		Step C	70.6583	5652.66	12247.44	146969.26
		Step D	72.7778	5822.22	12614.82	151377.82
		Step E	74.9612	5996.90	12993.27	155919.30
		Step F	77.2101	6176.81	13383.08	160597.01
		Step G	79.5263	6362.10	13784.56	165414.70
		Step H	81.9123	6552.98	14198.13	170377.58
		Step I	84.3695	6749.56	14624.05	175488.56
		Step J	86.9007	6952.06	15062.79	180753.46
		Step K	89.5077	7160.62	15514.67	186176.02
		Step L	92.1929	7375.43	15980.10	191761.23

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1182B	Power Generation Safety Technician-B	Step A	76.1810	6094.48	13204.71	158456.48
		Step B	79.7626	6381.01	13825.52	165906.21
		Step C	82.1555	6572.44	14240.29	170883.44
		Step D	84.6201	6769.61	14667.48	176009.81
		Step E	87.1587	6972.70	15107.51	181290.10
		Step F	89.7734	7181.87	15560.72	186728.67
		Step G	92.4667	7397.34	16027.56	192330.74
		Step H	95.2407	7619.26	16508.39	198100.66
		Step I	98.0979	7847.83	17003.64	204043.63
		Step J	101.0409	8083.27	17513.76	210165.07
		Step K	104.0721	8325.77	18039.16	216469.97
		Step L	107.1942	8575.54	18580.33	222963.94

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5590B	Power Plant Engineer I-B	Step A	59.5633	4765.06	10324.31	123891.66
		Step B	62.3636	4989.09	10809.69	129716.29
		Step C	64.2346	5138.77	11134.00	133607.97
		Step D	66.1615	5292.92	11467.99	137615.92
		Step E	68.1465	5451.72	11812.06	141744.72
		Step F	70.1909	5615.27	12166.42	145997.07
		Step G	72.2967	5783.74	12531.43	150377.14
		Step H	74.4654	5957.23	12907.34	154888.03
		Step I	76.6994	6135.95	13294.56	159534.75
		Step J	79.0004	6320.03	13693.40	164320.83
		Step K	81.3704	6509.63	14104.20	169250.43
		Step L	83.8117	6704.94	14527.36	174328.34

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5591B	Power Plant Engineer II-B	Step A	65.5198	5241.58	11356.77	136281.18
		Step B	68.6002	5488.02	11890.70	142688.42
		Step C	70.6582	5652.66	12247.42	146969.06
		Step D	72.7778	5822.22	12614.82	151377.82
		Step E	74.9612	5996.90	12993.27	155919.30
		Step F	77.2100	6176.80	13383.07	160596.80
		Step G	79.5263	6362.10	13784.56	165414.70
		Step H	81.9122	6552.98	14198.11	170377.38
		Step I	84.3695	6749.56	14624.05	175488.56
		Step J	86.9007	6952.06	15062.79	180753.46
		Step K	89.5075	7160.60	15514.63	186175.60
		Step L	92.1929	7375.43	15980.10	191761.23

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5526B	Power Plant Mechanic-B	Step A	60.0976	4807.81	10416.92	125003.01
		Step B	62.9231	5033.85	10906.67	130880.05
		Step C	64.8108	5184.86	11233.87	134806.46
		Step D	66.7551	5340.41	11570.88	138850.61
		Step E	68.7578	5500.62	11918.02	143016.22
		Step F	70.8205	5665.64	12275.55	147306.64
		Step G	72.9452	5835.62	12643.83	151726.02
		Step H	75.1335	6010.68	13023.14	156277.68
		Step I	77.3874	6190.99	13413.82	160965.79
		Step J	79.7091	6376.73	13816.24	165794.93
		Step K	82.1004	6568.03	14230.74	170768.83
		Step L	84.5635	6765.08	14657.67	175892.08

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5522B	Power Plant Operator Technician I-B	Step A	57.2358	4578.86	9920.87	119050.46
		Step B	59.9269	4794.15	10387.33	124647.95
		Step C	61.7247	4937.98	10698.95	128387.38
		Step D	63.5763	5086.10	11019.89	132238.70
		Step E	65.4836	5238.69	11350.49	136205.89
		Step F	67.4482	5395.86	11691.02	140292.26
		Step G	69.4715	5557.72	12041.73	144500.72
		Step H	71.5558	5724.46	12403.01	148836.06
		Step I	73.7025	5896.20	12775.10	153301.20
		Step J	75.9135	6073.08	13158.34	157900.08
		Step K	78.1910	6255.28	13553.11	162637.28
		Step L	80.5366	6442.93	13959.68	167516.13

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5523B	Power Plant Operator Technician II-B	Step A	62.9596	5036.77	10913.00	130955.97
		Step B	65.9196	5273.57	11426.06	137112.77
		Step C	67.8971	5431.77	11768.83	141225.97
		Step D	69.9341	5594.73	12121.91	145462.93
		Step E	72.0321	5762.57	12485.56	149826.77
		Step F	74.1928	5935.42	12860.09	154321.02
		Step G	76.4188	6113.50	13245.93	158951.10
		Step H	78.7114	6296.91	13643.31	163719.71
		Step I	81.0727	6485.82	14052.60	168631.22
		Step J	83.5049	6680.39	14474.18	173690.19
		Step K	86.0100	6880.80	14908.40	178900.80
		Step L	88.5903	7087.22	15355.65	184267.82

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5401B	Predictive Maintenance Technician I-B	Step A	41.8560	3348.48	7255.04	87060.48
		Step B	43.8238	3505.90	7596.13	91153.50
		Step C	45.1386	3611.09	7824.02	93888.29
		Step D	46.4926	3719.41	8058.72	96704.61
		Step E	47.8875	3831.00	8300.50	99606.00
		Step F	49.3242	3945.94	8549.53	102594.34
		Step G	50.8038	4064.30	8805.99	105671.90
		Step H	52.3278	4186.22	9070.15	108841.82
		Step I	53.8977	4311.82	9342.27	112107.22
		Step J	55.5147	4441.18	9622.55	115470.58
		Step K	57.1801	4574.41	9911.22	118934.61
		Step L	58.8956	4711.65	10208.57	122502.85

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5402B	Predictive Maintenance Technician II-B	Step A	46.0415	3683.32	7980.53	95766.32
		Step B	48.2061	3856.49	8355.72	100268.69
		Step C	49.6523	3972.18	8606.40	103276.78
		Step D	51.1419	4091.35	8864.60	106375.15
		Step E	52.6762	4214.10	9130.54	109566.50
		Step F	54.2565	4340.52	9404.46	112853.52
		Step G	55.8841	4470.73	9686.58	116238.93
		Step H	57.5607	4604.86	9977.19	119726.26
		Step I	59.2875	4743.00	10276.50	123318.00
		Step J	61.0661	4885.29	10584.79	127017.49
		Step K	62.8981	5031.85	10902.34	130828.05
		Step L	64.7851	5182.81	11229.42	134753.01

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5533B	Preventative Maintenance Coordinator-B	Step A	45.8840	3670.72	7953.23	95438.72
		Step B	48.0415	3843.32	8327.19	99926.32
		Step C	49.4826	3958.61	8576.98	102923.81
		Step D	50.9670	4077.36	8834.28	106011.36
		Step E	52.4963	4199.70	9099.36	109192.30
		Step F	54.0710	4325.68	9372.31	112467.68
		Step G	55.6932	4455.46	9653.49	115841.86
		Step H	57.3638	4589.10	9943.06	119316.70
		Step I	59.0849	4726.79	10241.38	122896.59
		Step J	60.8574	4868.59	10548.62	126583.39
		Step K	62.6830	5014.64	10865.05	130380.64
		Step L	64.5636	5165.09	11191.02	134292.29

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5500B	Preventative Maintenance Technician I-B	Step A	38.0508	3044.06	6595.47	79145.66
		Step B	39.8399	3187.19	6905.58	82866.99
		Step C	41.0349	3282.79	7112.72	85352.59
		Step D	42.2660	3381.28	7326.11	87913.28
		Step E	43.5341	3482.73	7545.91	90550.93
		Step F	44.8401	3587.21	7772.28	93267.41
		Step G	46.1852	3694.82	8005.43	96065.22
		Step H	47.5708	3805.66	8245.61	98947.26
		Step I	48.9979	3919.83	8492.97	101915.63
		Step J	50.4679	4037.43	8747.77	104973.23
		Step K	51.9820	4158.56	9010.21	108122.56
		Step L	53.5414	4283.31	9280.51	111366.11

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5502B	Preventative Maintenance Technician II-B	Step A	41.8560	3348.48	7255.04	87060.48
		Step B	43.8238	3505.90	7596.13	91153.50
		Step C	45.1385	3611.08	7824.01	93888.08
		Step D	46.4927	3719.42	8058.73	96704.82
		Step E	47.8874	3830.99	8300.48	99605.79
		Step F	49.3241	3945.93	8549.51	102594.13
		Step G	50.8038	4064.30	8805.99	105671.90
		Step H	52.3279	4186.23	9070.17	108842.03
		Step I	53.8977	4311.82	9342.27	112107.22
		Step J	55.5147	4441.18	9622.55	115470.58
		Step K	57.1802	4574.42	9911.23	118934.82
		Step L	58.8956	4711.65	10208.57	122502.85

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7020B	SCADA System Technician-B	Step A	46.0415	3683.32	7980.53	95766.32
		Step B	48.2061	3856.49	8355.72	100268.69
		Step C	49.6524	3972.19	8606.42	103276.99
		Step D	51.1419	4091.35	8864.60	106375.15
		Step E	52.6762	4214.10	9130.54	109566.50
		Step F	54.2565	4340.52	9404.46	112853.52
		Step G	55.8841	4470.73	9686.58	116238.93
		Step H	57.5607	4604.86	9977.19	119726.26
		Step I	59.2875	4743.00	10276.50	123318.00
		Step J	61.0662	4885.30	10584.81	127017.70
		Step K	62.8982	5031.86	10902.35	130828.26
		Step L	64.7851	5182.81	11229.42	134753.01

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7118B	Senior Electric Line Technician-B	Step A	80.2858	6422.86	13916.21	166994.46
		Step B	84.0603	6724.82	14570.45	174845.42
		Step C	86.5821	6926.57	15007.56	180090.77
		Step D	89.1796	7134.37	15457.80	185493.57
		Step E	91.8550	7348.40	15921.53	191058.40
		Step F	94.6106	7568.85	16399.17	196790.05
		Step G	97.4489	7795.91	16891.14	202693.71
		Step H	100.3724	8029.79	17397.88	208774.59
		Step I	103.3836	8270.69	17919.82	215037.89
		Step J	106.4850	8518.80	18457.40	221488.80
		Step K	109.6797	8774.38	19011.15	228133.78
		Step L	112.9700	9037.60	19581.47	234977.60

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1153B	Senior Electric Line Troubleshooter-B	Step A	84.5673	6765.38	14658.33	175899.98
		Step B	88.5433	7083.46	15347.51	184170.06
		Step C	91.1996	7295.97	15807.93	189695.17
		Step D	93.9356	7514.85	16282.17	195386.05
		Step E	96.7537	7740.30	16770.64	201247.70
		Step F	99.6563	7972.50	17273.76	207285.10
		Step G	102.6460	8211.68	17791.97	213503.68
		Step H	105.7253	8458.02	18325.72	219908.62
		Step I	108.8971	8711.77	18875.50	226505.97
		Step J	112.1639	8973.11	19441.74	233300.91
		Step K	115.5289	9242.31	20025.01	240300.11
		Step L	118.9948	9519.58	20625.77	247509.18

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7169B	Senior Electric Materials Technician-B	Step A	51.6640	4133.12	8955.09	107461.12
		Step B	54.0929	4327.43	9376.10	112513.23
		Step C	55.7157	4457.26	9657.39	115888.66
		Step D	57.3871	4590.97	9947.10	119365.17
		Step E	59.1086	4728.69	10245.49	122945.89
		Step F	60.8818	4870.54	10552.85	126634.14
		Step G	62.7084	5016.67	10869.46	130433.47
		Step H	64.5896	5167.17	11195.53	134346.37
		Step I	66.5274	5322.19	11531.42	138376.99
		Step J	68.5232	5481.86	11877.35	142528.26
		Step K	70.5788	5646.30	12233.66	146803.90
		Step L	72.6962	5815.70	12600.67	151208.10

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1036B	Senior Electric Metering Systems Technician - B	Step A	70.6183	5649.46	12240.51	146886.06
		Step B	73.9385	5915.08	12816.01	153792.08
		Step C	76.1567	6092.54	13200.49	158405.94
		Step D	78.4414	6275.31	13596.51	163158.11
		Step E	80.7945	6463.56	14004.38	168052.56
		Step F	83.2184	6657.47	14424.52	173094.27
		Step G	85.7150	6857.20	14857.27	178287.20
		Step H	88.2864	7062.91	15302.98	183635.71
		Step I	90.9351	7274.81	15762.08	189145.01
		Step J	93.6630	7493.04	16234.92	194819.04
		Step K	96.4730	7717.84	16721.99	200663.84
		Step L	99.3670	7949.36	17223.61	206683.36

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7126B	Senior Electric Substation Technician-B	Step A	76.5823	6126.58	13274.27	159291.18
		Step B	80.1830	6414.64	13898.39	166780.64
		Step C	82.5886	6607.09	14315.36	171784.29
		Step D	85.0661	6805.29	14744.79	176937.49
		Step E	87.6180	7009.44	15187.12	182245.44
		Step F	90.2449	7219.59	15642.45	187709.39
		Step G	92.9540	7436.32	16112.03	193344.32
		Step H	95.7425	7659.40	16595.37	199144.40
		Step I	98.6150	7889.20	17093.27	205119.20
		Step J	101.5733	8125.86	17606.04	211272.46
		Step K	104.6206	8369.65	18134.24	217610.85
		Step L	107.7591	8620.73	18678.24	224138.93

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7168B	Senior Electric System Dispatcher-B	Step A	88.3143	7065.14	15307.81	183693.74
		Step B	92.4663	7397.30	16027.49	192329.90
		Step C	95.2403	7619.22	16508.32	198099.82
		Step D	98.0976	7847.81	17003.58	204043.01
		Step E	101.0406	8083.25	17513.70	210164.45
		Step F	104.0718	8325.74	18039.11	216469.34
		Step G	107.1938	8575.50	18580.26	222963.10
		Step H	110.4097	8832.78	19137.68	229652.18
		Step I	113.7219	9097.75	19711.80	236541.55
		Step J	117.1336	9370.69	20303.16	243637.89
		Step K	120.6476	9651.81	20912.25	250947.01
		Step L	124.2669	9941.35	21539.60	258475.15

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7170B	Senior Electronic Technician-B	Step A	55.7102	4456.82	9656.43	115877.22
		Step B	58.3295	4666.36	10110.45	121325.36
		Step C	60.0794	4806.35	10413.76	124965.15
		Step D	61.8818	4950.54	10726.18	128714.14
		Step E	63.7382	5099.06	11047.95	132575.46
		Step F	65.6504	5252.03	11379.40	136552.83
		Step G	67.6198	5409.58	11720.77	140649.18
		Step H	69.6485	5571.88	12072.41	144868.88
		Step I	71.7379	5739.03	12434.57	149214.83
		Step J	73.8901	5911.21	12807.62	153691.41
		Step K	76.1068	6088.54	13191.85	158302.14
		Step L	78.3899	6271.19	13587.58	163050.99

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1123B	Senior Environmental Utilities Instrument & Control Technician-B	Step A	50.6457	4051.66	8778.59	105343.06
		Step B	53.0268	4242.14	9191.31	110295.74
		Step C	54.6176	4369.41	9467.05	113604.61
		Step D	56.2561	4500.49	9751.06	117012.69
		Step E	57.9437	4635.50	10043.57	120522.90
		Step F	59.6821	4774.57	10344.90	124138.77
		Step G	61.4727	4917.82	10655.27	127863.22
		Step H	63.3169	5065.35	10974.93	131699.15
		Step I	65.2163	5217.30	11304.16	135649.90
		Step J	67.1728	5373.82	11643.29	139719.42
		Step K	69.1879	5535.03	11992.57	143910.83
		Step L	71.2636	5701.09	12352.36	148228.29

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7205B	Senior Plant and Equipment Mechanic-B	Step A	41.7130	3337.04	7230.25	86763.04
		Step B	43.6741	3493.93	7570.18	90842.13
		Step C	44.9842	3598.74	7797.26	93567.14
		Step D	46.3340	3706.72	8031.23	96374.72
		Step E	47.7237	3817.90	8272.11	99265.30
		Step F	49.1555	3932.44	8520.29	102243.44
		Step G	50.6301	4050.41	8775.88	105310.61
		Step H	52.1492	4171.94	9039.19	108470.34
		Step I	53.7136	4297.09	9310.36	111724.29
		Step J	55.3250	4426.00	9589.67	115076.00
		Step K	56.9847	4558.78	9877.35	118528.18
		Step L	58.6942	4695.54	10173.66	122083.94

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7152B	Senior Power Plant Operator Technician-B	Step A	69.2554	5540.43	12004.27	144051.23
		Step B	72.5116	5800.93	12568.68	150824.13
		Step C	74.6869	5974.95	12945.73	155348.75
		Step D	76.9273	6154.18	13334.07	160008.78
		Step E	79.2352	6338.82	13734.10	164809.22
		Step F	81.6123	6528.98	14146.13	169753.58
		Step G	84.0607	6724.86	14570.52	174846.26
		Step H	86.5824	6926.59	15007.62	180091.39
		Step I	89.1799	7134.39	15457.85	185494.19
		Step J	91.8554	7348.43	15921.60	191059.23
		Step K	94.6111	7568.89	16399.26	196791.09
		Step L	97.4494	7795.95	16891.23	202694.75

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7284B	Senior Preventative Maintenance Technician-B	Step A	50.6457	4051.66	8778.59	105343.06
		Step B	53.0268	4242.14	9191.31	110295.74
		Step C	54.6176	4369.41	9467.05	113604.61
		Step D	56.2562	4500.50	9751.07	117012.90
		Step E	57.9438	4635.50	10043.59	120523.10
		Step F	59.6821	4774.57	10344.90	124138.77
		Step G	61.4726	4917.81	10655.25	127863.01
		Step H	63.3167	5065.34	10974.89	131698.74
		Step I	65.2163	5217.30	11304.16	135649.90
		Step J	67.1728	5373.82	11643.29	139719.42
		Step K	69.1880	5535.04	11992.59	143911.04
		Step L	71.2636	5701.09	12352.36	148228.29

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9559B	Senior SCADA System Technician-B	Step A	50.6458	4051.66	8778.61	105343.26
		Step B	53.0268	4242.14	9191.31	110295.74
		Step C	54.6176	4369.41	9467.05	113604.61
		Step D	56.2562	4500.50	9751.07	117012.90
		Step E	57.9437	4635.50	10043.57	120522.90
		Step F	59.6821	4774.57	10344.90	124138.77
		Step G	61.4726	4917.81	10655.25	127863.01
		Step H	63.3167	5065.34	10974.89	131698.74
		Step I	65.2163	5217.30	11304.16	135649.90
		Step J	67.1727	5373.82	11643.27	139719.22
		Step K	69.1880	5535.04	11992.59	143911.04
		Step L	71.2636	5701.09	12352.36	148228.29

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7202B	Senior Wastewater Utility Maintenance Worker-B	Step A	36.0684	2885.47	6251.86	75022.27
		Step B	37.7640	3021.12	6545.76	78549.12
		Step C	38.8970	3111.76	6742.15	80905.76
		Step D	40.0640	3205.12	6944.43	83333.12
		Step E	41.2658	3301.26	7152.74	85832.86
		Step F	42.5038	3400.30	7367.33	88407.90
		Step G	43.7790	3502.32	7588.36	91060.32
		Step H	45.0922	3607.38	7815.98	93791.78
		Step I	46.4451	3715.61	8050.48	96605.81
		Step J	47.8384	3827.07	8291.99	99503.87
		Step K	49.2736	3941.89	8540.76	102489.09
		Step L	50.7518	4060.14	8796.98	105563.74

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7204B	Senior Water Distribution Worker-B	Step A	36.0684	2885.47	6251.86	75022.27
		Step B	37.7640	3021.12	6545.76	78549.12
		Step C	38.8970	3111.76	6742.15	80905.76
		Step D	40.0640	3205.12	6944.43	83333.12
		Step E	41.2658	3301.26	7152.74	85832.86
		Step F	42.5038	3400.30	7367.33	88407.90
		Step G	43.7790	3502.32	7588.36	91060.32
		Step H	45.0922	3607.38	7815.98	93791.78
		Step I	46.4451	3715.61	8050.48	96605.81
		Step J	47.8384	3827.07	8291.99	99503.87
		Step K	49.2736	3941.89	8540.76	102489.09
		Step L	50.7518	4060.14	8796.98	105563.74

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2375B	Traffic Signal Maintenance Worker I-B	Step A	32.7895	2623.16	5683.51	68202.16
		Step B	34.3308	2746.46	5950.67	71408.06
		Step C	35.3610	2828.88	6129.24	73550.88
		Step D	36.4218	2913.74	6313.11	75757.34
		Step E	37.5144	3001.15	6502.50	78029.95
		Step F	38.6399	3091.19	6697.58	80370.99
		Step G	39.7992	3183.94	6898.53	82782.34
		Step H	40.9929	3279.43	7105.44	85265.23
		Step I	42.2230	3377.84	7318.65	87823.84
		Step J	43.4895	3479.16	7538.18	90458.16
		Step K	44.7942	3583.54	7764.33	93171.94
		Step L	46.1380	3691.04	7997.25	95967.04

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2376B	Traffic Signal Maintenance Worker II-B	Step A	36.0684	2885.47	6251.86	75022.27
		Step B	37.7640	3021.12	6545.76	78549.12
		Step C	38.8971	3111.77	6742.16	80905.97
		Step D	40.0640	3205.12	6944.43	83333.12
		Step E	41.2658	3301.26	7152.74	85832.86
		Step F	42.5039	3400.31	7367.34	88408.11
		Step G	43.7791	3502.33	7588.38	91060.53
		Step H	45.0923	3607.38	7816.00	93791.98
		Step I	46.4451	3715.61	8050.48	96605.81
		Step J	47.8385	3827.08	8292.01	99504.08
		Step K	49.2736	3941.89	8540.76	102489.09
		Step L	50.7518	4060.14	8796.98	105563.74

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9027B	Wastewater Utility Maintenance Worker I-B	Step A	29.8084	2384.67	5166.79	62001.47
		Step B	31.2099	2496.79	5409.72	64916.59
		Step C	32.1463	2571.70	5572.03	66864.30
		Step D	33.1106	2648.85	5739.17	68870.05
		Step E	34.1040	2728.32	5911.36	70936.32
		Step F	35.1270	2810.16	6088.68	73064.16
		Step G	36.1810	2894.48	6271.37	75256.48
		Step H	37.2663	2981.30	6459.49	77513.90
		Step I	38.3843	3070.74	6653.28	79839.34
		Step J	39.5358	3162.86	6852.87	82234.46
		Step K	40.7219	3257.75	7058.46	84701.55
		Step L	41.9437	3355.50	7270.24	87242.90

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9029B	Wastewater Utility Maintenance Worker II-B	Step A	32.7895	2623.16	5683.51	68202.16
		Step B	34.3310	2746.48	5950.71	71408.48
		Step C	35.3611	2828.89	6129.26	73551.09
		Step D	36.4219	2913.75	6313.13	75757.55
		Step E	37.5144	3001.15	6502.50	78029.95
		Step F	38.6399	3091.19	6697.58	80370.99
		Step G	39.7992	3183.94	6898.53	82782.34
		Step H	40.9932	3279.46	7105.49	85265.86
		Step I	42.2229	3377.83	7318.64	87823.63
		Step J	43.4896	3479.17	7538.20	90458.37
		Step K	44.7943	3583.54	7764.35	93172.14
		Step L	46.1380	3691.04	7997.25	95967.04

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9078B	Water Conservation Specialist-B	Step A	36.0684	2885.47	6251.86	75022.27
		Step B	37.7640	3021.12	6545.76	78549.12
		Step C	38.8970	3111.76	6742.15	80905.76
		Step D	40.0640	3205.12	6944.43	83333.12
		Step E	41.2658	3301.26	7152.74	85832.86
		Step F	42.5038	3400.30	7367.33	88407.90
		Step G	43.7790	3502.32	7588.36	91060.32
		Step H	45.0922	3607.38	7815.98	93791.78
		Step I	46.4451	3715.61	8050.48	96605.81
		Step J	47.8384	3827.07	8291.99	99503.87
		Step K	49.2736	3941.89	8540.76	102489.09
		Step L	50.7518	4060.14	8796.98	105563.74

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9049B	Water Conservation Worker I-B	Step A	29.8084	2384.67	5166.79	62001.47
		Step B	31.2099	2496.79	5409.72	64916.59
		Step C	32.1463	2571.70	5572.03	66864.30
		Step D	33.1106	2648.85	5739.17	68870.05
		Step E	34.1040	2728.32	5911.36	70936.32
		Step F	35.1270	2810.16	6088.68	73064.16
		Step G	36.1810	2894.48	6271.37	75256.48
		Step H	37.2663	2981.30	6459.49	77513.90
		Step I	38.3843	3070.74	6653.28	79839.34
		Step J	39.5358	3162.86	6852.87	82234.46
		Step K	40.7219	3257.75	7058.46	84701.55
		Step L	41.9437	3355.50	7270.24	87242.90

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9051B	Water Conservation Worker II-B	Step A	32.7895	2623.16	5683.51	68202.16
		Step B	34.3310	2746.48	5950.71	71408.48
		Step C	35.3611	2828.89	6129.26	73551.09
		Step D	36.4219	2913.75	6313.13	75757.55
		Step E	37.5144	3001.15	6502.50	78029.95
		Step F	38.6399	3091.19	6697.58	80370.99
		Step G	39.7992	3183.94	6898.53	82782.34
		Step H	40.9932	3279.46	7105.49	85265.86
		Step I	42.2229	3377.83	7318.64	87823.63
		Step J	43.4896	3479.17	7538.20	90458.37
		Step K	44.7943	3583.54	7764.35	93172.14
		Step L	46.1380	3691.04	7997.25	95967.04

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9246B	Water Distribution Worker I-B	Step A	29.8084	2384.67	5166.79	62001.47
		Step B	31.2099	2496.79	5409.72	64916.59
		Step C	32.1463	2571.70	5572.03	66864.30
		Step D	33.1106	2648.85	5739.17	68870.05
		Step E	34.1040	2728.32	5911.36	70936.32
		Step F	35.1270	2810.16	6088.68	73064.16
		Step G	36.1810	2894.48	6271.37	75256.48
		Step H	37.2663	2981.30	6459.49	77513.90
		Step I	38.3843	3070.74	6653.28	79839.34
		Step J	39.5358	3162.86	6852.87	82234.46
		Step K	40.7219	3257.75	7058.46	84701.55
		Step L	41.9437	3355.50	7270.24	87242.90

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:B
Effective Date:04/18/2026

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9248B	Water Distribution Worker II-B	Step A	32.7895	2623.16	5683.51	68202.16
		Step B	34.3310	2746.48	5950.71	71408.48
		Step C	35.3611	2828.89	6129.26	73551.09
		Step D	36.4219	2913.75	6313.13	75757.55
		Step E	37.5144	3001.15	6502.50	78029.95
		Step F	38.6399	3091.19	6697.58	80370.99
		Step G	39.7992	3183.94	6898.53	82782.34
		Step H	40.9932	3279.46	7105.49	85265.86
		Step I	42.2229	3377.83	7318.64	87823.63
		Step J	43.4896	3479.17	7538.20	90458.37
		Step K	44.7943	3583.54	7764.35	93172.14
		Step L	46.1380	3691.04	7997.25	95967.04

RESOLUTION NO. 26-249

APPROVING AN ADDENDUM TO THE TERMS, CONDITIONS, AND UNDERSTANDINGS FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an addendum to the Terms, Conditions, and Understandings for Management and Confidential Employees, in order to address edits to the special compensation provisions for Classic and PEPRA employees, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said addendum to the Terms, Conditions, and Understandings is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and administer, interpret, and apply its terms, intent, and spirit, and execute any other documents necessary to effectuate the purposes hereof as determined necessary by the City Manager.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day of _____, 20___, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

ADDENDUM TO
TERMS, CONDITIONS AND UNDERSTANDINGS OF COMPENSATION AND EMPLOYMENT FOR MANAGEMENT/CONFIDENTIAL EMPLOYEES

The City Council of the City of Roseville established the salary, benefits and other provisions related to the employment of the City's Management/Confidential employees. Whereas, the City Manager, and, where delegated, the Human Resources Director, are authorized to administer and manage the City workforce, personnel, and its personnel system, this administrative Addendum provides clarifying language as to the applicability and issuance of bilingual pay, longevity pay, and the annual service term bonus.

Based on a recent CalPERS inquiry, it was determined that revisions are needed in Management/ Confidential Terms, Conditions and Understandings, Article I. Salaries and Article X. Service Term/Performance Bonus sections to ensure the special compensation reported for Classic and PEPRA employees meets CalPERS requirements. CalPERS staff indicated the reported bilingual special compensation must be available to a group or class of employees. The reference to the bilingual pay being at the discretion of the department head is restrictive to the group or class interpretation. Further clarification is needed to distinguish the "longevity pay" that is reportable as special compensation to CalPERS from the annual lump sum service term performance bonus that is not reportable to CalPERS. While some of this language has been included in the Terms, Conditions and Understandings for Management/Confidential prior to 2000, CalPERS staff indicated compliance concerns with its recent interpretations. The special compensation reported for Classic and PEPRA employees was reported in good faith and was subject to retirement contributions for Classic and PEPRA employees. The application of these revisions do not add any costs to the City. The City does not want retirees to be harmed by this recent notification from CalPERS. The revisions in this addendum are for clarification purposes and intended to maintain the status quo for the benefits.

In the furtherance of effective personnel management and Council priorities, the following provisions (replacing only the corresponding language in the current Terms, Conditions, and Understandings, while all other terms not expressly clarified below, including un-modified subparts of the same Articles not included below, remain in full force and effect) are hereby shown by redline edits below to be clarified in the Management/Confidential Terms, Conditions and Understandings, **Article I. Salaries and Article X. Service Term/Performance Bonus:**

ARTICLE I. SALARIES

[. . .All provisions above item H are incorporated by this reference herein. . .]

H. Bilingual Pay – If an employee~~s~~ is routinely and consistently assigned to communicate in a second language, as certified by the Human Resources Department as ~~Spanish speaking~~possessing the bilingual skills to perform this special assignment, the employee will be paid $100.00 per month ($46.15 bi-weekly). ~~At the discretion of the Department Head and upon certification by the Human Resources Department, employees may be compensated $100.00 per month for other languages used during the course of employment. However,~~ The $100 per month bilingual pay is the maximum amount an employee may receive no matter how many languages he/she is certified to speak. This special compensation shall be reported to CalPERS in accordance with C.C.R §§ 571 and 571.1, pursuant to the Public Employee Retirement Law (PERL) when an employee possesses and maintains skills, knowledge, abilities, and proficiency to perform the specialized requirements for which management has reviewed and approved all requirements are met.

~~I. A five percent (5%) differential will continue to be paid to management employees in engineering classifications (except Wastewater Utility Manager and Water Utility Manager who had their PE pay converted to salary in 2000) who possess a California Professional Engineer Certificate (PE) but whose position does not require such possession.~~

[. . .Provisions J-K incorporated by this reference herein. . .]

L. The Assistant Fire Chief, Fire Division Chiefs and Battalion Chiefs will receive the following certification pay:

a. Five percent (5%) of base pay bi-weekly for HazMat Technician or Specialist certification. HazMat certification must be maintained by attending the necessary trainings and proving competency through annual testing.

b. Two and half percent (2.5%) of base pay bi-weekly for possessing the requisite certificates for departmental rescue certification (possessing RS1, RS2, Confined Space Rescue, and Trench rescue certification). Rescue certification must be maintained by attending the necessary trainings and proving competency through annual testing.

c. This special compensation shall be reported to CalPERS in accordance with C.C.R §§ 571 and 571.1, pursuant to the Public Employee Retirement Law (PERL) when an employee possesses and maintains the required knowledge, abilities, and proficiency, for which management has reviewed and approved all requirements are met.

[. . .Provisions M-S incorporated by this reference herein. . .]

ARTICLE X. LONGEVITY PAY / SERVICE TERM~~/PERFORMANCE~~ LUMP SUM BONUS

A. ~~SERVICE TERM BONUS~~LONGEVITY
In recognition of the substantial contribution to the community made by employees as a result of the length of their City service, the City shall annually award, not compounded, each applicable employee, hired prior to January 1, 2016, longevity pay ~~a service term bonus~~ as indicated below, and shall be reported as special compensation to CalPERS in accordance with C.C.R §§ 571 and 571.1, pursuant to the Public Employee Retirement Law (PERL).

1. The City agrees to provide Confidential employees the following longevity pay~~service term bonus~~:

~~SERVICE~~ LONGEVITY TERM	LONGEVITY PAY~~BONUS AMOUNT~~
Beginning of the 10th year and every year thereafter	2.5% of base salary

2. The City agrees to continue to provide Assistant Fire Chief, Fire Division Chief and Fire Battalion Chief the following longevity pay~~service term bonus~~:

~~SERVICE~~LONGEVITY TERM	LONGEVITY PAY~~BONUS AMOUNT~~

Beginning of 10th year to completion of 14th year	2.5% of base salary
Beginning of 15th year to completion of 19th year	5.0% of base salary
Beginning of 20th year and every year thereafter	7.5% of base salary

3. The City agrees to provide Police Lieutenants and Captains the following longevity pay~~service term bonus~~:

~~SERVICE~~LONGEVITY TERM	LONGEVITY PAY~~BONUS AMOUNT~~
Beginning of 10th year to completion of 14th year	2.5% of base salary
Beginning of 15th year to completion of 19th year and every year thereafter	5.0% of base salary

Such longevity~~service term bonus~~ shall be included in each eligible employee's bi-weekly payroll.

B. SERVICE TERM LUMP SUM BONUS

Employees hired on or after January 1, 2016, who receive a satisfactory or above annual performance review shall be eligible for an annual lump sum performance bonus, not compounded, and not reported to CalPERS as special compensation in accordance with C.C.R §§ 571 and 571.1, pursuant to the Public Employee Retirement Law (PERL). The annual lump sum service term performance bonus shall be paid with the first full paycheck in January each year based upon the base salary paid during the first full pay period in the previous November of each year, as follows:

1. The City agrees to provide Confidential employees the following service term lump sum bonus:

SERVICE TERM	BONUS AMOUNT
Beginning of the 10th year to completion of the 14th year	2.5% of base salary
Beginning of the 15th year and every year thereafter	5.0% of base salary

2. The City agrees to continue to provide Assistant Fire Chief, Fire Division Chief and Fire Battalion Chief the following service term lump sum bonus:

SERVICE TERM	BONUS AMOUNT
Beginning of 10th year to completion of 14th year	2.5% of base salary

Beginning of 15th year to completion of 19th year	5.0% of base salary
Beginning of 20th year and every year thereafter	7.5% of base salary

3. The City agrees to provide Police Lieutenants and Police Captains the following service term lump sum bonus:

SERVICE TERM	BONUS AMOUNT
Beginning of 10th year to completion of 14th year	2.5% of base salary
Beginning of 15th year to completion of 19th year and every year thereafter	5.0% of base salary

~~The annual lump sum performance bonus shall be paid with the first full pay check in January each year based upon the base salary paid during the first full pay period in the previous November of each year.~~

~~C~~4. Effective January 1, 2024, Confidential employees, hired prior to January 1, 2016, ~~-~~who receive a satisfactory or above annual performance review shall be eligible for an annual service term lump sum ~~performance~~ bonus, as follows:

SERVICE TERM	BONUS AMOUNT
Beginning of 15th year and every year thereafter	2.5% of base salary

~~The annual lump sum performance bonus shall be paid with the first full pay check in January each year based upon the base salary paid during the first full pay period in the previous November of each year.~~

~~D~~5. Effective January 1, 2024, Management employees, not including those specified in provision A. 2., A.3., B.2., and B.3. above, who receive a satisfactory or above annual performance review shall be eligible for an annual service term lump sum ~~performance~~ bonus, as follows:

SERVICE TERM	BONUS AMOUNT
Beginning of 10th year to completion of 14th year	2.5% of base salary
Beginning of 15th year to And every year thereafter	5.0% of base salary

~~For up to a total of 5%, the annual lump sum performance bonus shall be paid with the first full pay check in January each year based upon the base salary paid during the first full pay period in~~

~~the previous November of each year.~~

~~E~~C. Employees who promoted or changed status into Management or Confidential from another employee group and received longevity pay and/or service term lump sum bonus in their previous position in the prior calendar year, shall receive a prorated annual lump sum bonus from the date of the promotion/status change through the end of the year. For example, an employee who promoted in October, with five pay periods remaining in the calendar year, will receive a prorated lump sum bonus for the 5 remaining pay periods (approximately 19% of the annual amount).

~~F~~D. Employee aggregate service is applied in accordance with Personnel Rule 3.11.090.

--end of clarifying language--

Except as provided in this Addendum, all wages, hours, and other terms and conditions of employment presently in the City's Terms, Conditions and Understandings of Compensation and Employment for Management/Confidential Employees remain in full force and effect.

THESE TERMS ARE SUBJECT TO APPROVAL OF THE CITY COUNCIL.

City of Roseville

_____ _____

Dominick Casey, City Manager Date

RESOLUTION NO. 26-250

APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a side letter to the Memorandum of Understanding for Employees Represented by the Roseville Police Association, related to Certifications Eligible for Special Pay, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Side Letter Agreement to the Master Memorandum of Understanding is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and administer, interpret, and apply its terms, intent, and spirit, and execute any other documents necessary to effectuate the purposes hereof as determined necessary by the City Manager.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day of _____, 2026, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

SIDE LETTER AGREEMENT
BETWEEN THE
ROSEVILLE POLICE ASSOCIATION

AND
THE CITY OF ROSEVILLE

CALPERS REQUIREMENTS FOR REPORTING SPECIAL COMPENSATION

The City of Roseville (hereinafter referred to as "City") and the Roseville Police Association (hereinafter referred to as "RPA") entered into a Memorandum of Understanding ("MOU") with a term beginning on January 1, 2024, and terminating on December 31, 2027. The City and RPA are collectively referred to herein as the "Parties."

Background and Overview

The Parties hereby agree to the terms of this Side Letter Agreement ("SLA") in response to an inquiry from CalPERS regarding special compensation. In January 2026, the Parties previously agreed to a side letter regarding the Special Pay section of the MOU related to training and certification pay. The application of this language is to be made retroactive to 2013. This side letter captures that the Parties will endeavor to review the approved trainings annually. Despite the fact some of this special compensation language has been included in the RPA MOU since 1997, CalPERS staff indicated concern that the current and prior MOUs are potentially not in compliance with their recent interpretations of the applicable special compensation regulation pursuant to the Public Employee Retirement Law, C.C.R § 571 and 571.1. The Parties agree that the special compensation reported for Classic and PEPRA employees was reported in good faith and was subject to retirement contributions for Classic and PEPRA employees. The designated trainings promote job knowledge and skills that enhance the employee's job performance.

Thus, the parties mutually agree to modify the RPA MOU, Chapter 2. Salaries and Other Compensation, Article III. Special Pays, as follows:

ARTICLE III. SPECIAL PAYS

~~A. Employees shall not be deemed eligible to receive such pay until they have successfully completed their one (1) year probationary period. B.~~
~~B. Employees in the job classes listed in Appendix W who acquire and maintain the corresponding certificates as listed will~~
A. Educational Incentive Pay

Employees who completed an applicable certifications/education/training that enhances their ability to do their job, as specified in the table below, shall be paid two and one-half percent (2.5%) on their base hourly rate~~salary~~. Employees must routinely

be using the referenced ~~certificate~~certification/training as part of their primary job assignment.

Educational incentive pay is paid biweekly and earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(2) and 571.1(b)(2) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

RPA Job Classification	Certification	Issuing Organization
Animal Control Officer	Advanced CA State Humane Officer's Academy Certificate	State Humane Association of CA
Animal Control Supervisor	Supervisor Certificate	Approved Public Safety Training Program
	Civilian Management Leadership Program	PMW Associates
Communications Supervisor	Emergency Medical Dispatch (EMD) Certificate	National Academy of Emergency Medical Dispatch
	Supervisor Certificate	Approved Public Safety Training Program
Community Services Officer I/II	Collision Investigation Certification	Approved Public Safety Training Program
	Identity Theft Investigation	Approved Public Safety Training Program
Crime Analyst	Crime and Intelligence Analysis Certificate	CSUS
Crime Analysis Supervisor	Supervisor Certificate Civilian Management Leadership Program	Approved Public Safety Training Program PMW Associates
Crime Scene Investigators I/II	Crime Scene Investigations	Approved Public Safety Training Program
Dispatcher I/II	Basic Tactical Dispatcher	Approved Public Safety Training Program
	Intermediate Dispatch Certificate	Approved Public Safety Training Program
	Emergency Medical Dispatch (EMD) Certificate Employees hired after 12/31/2017 are not eligible.	National Academy of Emergency Medical Dispatch
Police Property & Evidence Technician I/II	Certified Evidence and Property Specialist	International Association of Property and Evidence
Police Property & Evidence Supervisor	Supervisor Certificate	Approved Public Safety Training Program
	Civilian Management Leadership Program	PMW Associates

Police Records Clerk I/II	Public Records Act Certification	Approved Public Safety Training Program
Police Systems Security and Compliance Technician	Leading the Professional Employee (16-hour course)	Approved Public Safety Training Program
Public Safety Program Coordinator	POST Supervisor Certificate	Approved Public Safety Training Program
	Crime Prevention Through Environmental Design Advanced Certification	
Real Time Crime Center Specialist	Real Time Crime Centers	CSU, Long Beach/Justice Research & Training
Records Supervisor	Supervisor Certificate	Approved Public Safety Training Program
	Civilian Management Leadership Program	PMW Associates
Senior Police Records Clerk	Public Records Act Certification	Approved Public Safety Training Program

B. Where more than one certificate is listed per job class, no stacking of payments will be made (no additional payment will be made for a second certificate by an employee).

Exception: Communications Supervisor and Dispatcher I and Dispatcher II hired on or before October 1, 2013, who currently are paid for Emergency Medical Dispatch (EMD) Certificates will also be eligible for one (1) additional certificate ~~as listed in Appendix W~~educational incentive pay applicable to the job. Dispatcher I and Dispatcher II employees hired between 10/1/13 to 12/1/17, who possess an EMD certificate, are eligible for one (1) additional certificate educational incentive pay applicable to the job ~~as listed in Appendix W~~. Employees hired after 12/31/2017 are not eligible for EMD certificate pay.

C. ~~C.~~ Employees promoting into supervisory positions are eligible to retain a lower-level certification pay for a maximum of two (2) years following promotion or employment into an eligible position or until eligible for the Supervisory POST certificate, whichever comes first. If the certificate does not directly relate to the employee's current job classification or responsibilities, then it is not reportable to CalPERS as special compensation.

D. ~~D.~~ Employees who possess certificates are responsible for submitting their certificate (or official POST training record demonstrating, to the satisfaction of the Police Chief, that the subject certificate has been obtained), in the Enterprise Resource Planning (ERP) system for approval in order to be paid the two and one-half percent (2.5%) on base hourly rate as stated above.

E. ~~E.~~ As new classifications are added, the City shall determine whether ~~a~~ Special Pay shall be provided based upon the provisions set forth in this Article. Annually the City shall endeavor to evaluate and ensure the courses remain acceptable to

enhancing applicable job knowledge and performance. The City shall meet and confer with RPA regarding its decision.

~~A.~~F. The intent of this provision is to ensure that the approved special compensation for educational incentive is reported to CalPERS, effective at least as early 2013, on the belief and understanding that the reviewed and approved educational programs and certifications enhanced the employee's ability to perform their job.

ARTICLE IV. LONGEVITY PAY ~~SERVICE TERM BONUS~~

Effective February 17, 2007, for employees hired before January 1, 2016, in recognition of the substantial contribution to the community made by employees as a result of the length of their aggregate City service, the City shall annually award each applicable employee longevity pay as indicated below.

Service Term	Longevity Pay~~Service Term Bonus~~
Beginning of 10th year and every year thereafter	2.5% of base salary
Beginning of the 15th year and every year thereafter	An additional 2.5% of base salary

Such ~~service term bonus~~ longevity pay shall be included on each eligible employee's bi-weekly payroll.

Effective February 17, 2007, for employees hired before January 1, 2016, the following certification pays will be calculated on ~~service term bonus~~ longevity pay, previously ~~also~~ referred to as "~~longevity~~ service term bonus" and reported to CalPERS as special compensation.

- Emergency Medical Dispatch Certificate

The longevity pay ~~service term bonus~~ is to be considered as part of an employee's total compensation. However, only actual costs of the longevity pay ~~service term bonus~~ shall be used when calculating total compensation for the purpose of comparing salaries and benefits of the City to other benchmark agencies.

Longevity pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

ARTICLE V. SERVICE TERM LUMP SUM BONUS

Employees hired on or after January 1, 2016, who receive a satisfactory or above annual performance review shall be eligible for an annual lump sum performance bonus as follows:

Service Term	Service Term Bonus

Beginning of 10th year to completion of 14th year	2.5% of base salary.
Beginning of the 15th year and every year thereafter	5.0% of base salary.

The annual lump sum performance bonus shall be paid with the first full paycheck in January each year. Since the Service Term Lump Sum Bonus is based on both length of service and satisfactory or above performance, it is not reportable to CalPERS as special compensation.

Existing ARTICLES V. – XIII. shall be re-numbered to VI. through IX.

Further, the Parties agree to delete Appendix W, which has been incorporated into the Special Pay section above.

The specific provisions contained in this SLA are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this SLA.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA").

Except as provided here, all wages, hours, and other terms and conditions of employment presently in the City's MOU and SLAs with the RPA remain in full force and effect.

THESE ARE TENTATIVE TERMS SUBJECT TO APPROVAL OF THE CITY COUNCIL.

CITY OF ROSEVILLE

Dominick Casey, City Manager

Date

ROSEVILLE POLICE ASSOCIATION

Theresa O'Reilly-Hembree, President

6/8/2026
Date

Dan Koontz, Labor Relations Consultant

6/8/2026
Date

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.11
File #: 0114
Item ID: 2026-436

Title:	Federal Advocacy Services - Professional Services Agreement Amendment
Contact:	Rob Baquera 916-746-1170 rbaquera@roseville.ca.us

SUMMARY

Staff recommends approval of an amendment to the professional services agreement with The Ferguson Group to provide federal advocacy services for City departments other than the utility departments. The amendment does not increase the total annual cost for professional services. The total annual contract amount will remain at $90,600, consistent with the prior fiscal year. With this fourth amendment to the contract, the total not-to-exceed amount is $453,000. Funding for this agreement is included in the proposed FY2026-27 budget in the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the Fourth Amendment to Professional Services Agreement with The Ferguson Group and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

Over the past 20 years, City Council and staff have become increasingly involved in working with federal elected officials and agencies on a number of issues that are significantly important to Roseville and the region. The undertakings have demonstrated that having a strong local presence at the federal level increases the possibilities of realizing positive outcomes on funding, policy and regulatory matters. To support these efforts, the City has contracted with The Ferguson Group (TFG) to provide professional representation on federal issues.

The services provided by TFG include a comprehensive, bipartisan government strategy that assists Roseville with the development and implementation of an effective federal legislative and regulatory program. Services include legislative and administrative representation with Members of Congress, Senators, House and Senate staff and pertinent federal agencies and departments. The services also include meeting with federal authorities and representing the City's interests as directed by the City.

Scope of Services

TFG works to secure federal grants, to provide the City's perspective to federal elected officials and agencies and to support various coalition efforts of City departments.

The scope of services provided by TFG builds upon the professional representation they have provided to the City over the years and focuses on the following areas:

- Law enforcement funding;

- Endangered Species Act and assistance with the Army Corp of Engineers and U.S. Fish and Wildlife permitting processes;
- Cybersecurity;
- Funding/grants for Fire Department equipment and training;
- Irrigation and flood control funding, regulations and policy;
- Land use issues as impacted by federal policy and permitting;
- Transportation policy and funding, including transit, highway funding and rail safety;
- Economic development;
- Municipal government finance and revenue protection; and
- Housing, homelessness, and social services including veteran's affairs.

TFG's more than 36 years of experience and presence in Washington D.C. gives them extensive and strong relationships with congressional leaders, the California congressional delegation, and key congressional committee staff.

In addition to their Capitol Hill relationships, TFG also has long-standing working relationships with key federal agencies relevant to Roseville including the Army Corps of Engineers, the Environmental Protection Agency, the Department of Transportation, the Department of Housing and Urban Development, the White House Office of Intergovernmental Affairs, and the Department of Veterans Affairs. Furthermore, this experience and understanding of Roseville's federal legislative history, concerns, and interests continue to be critical as funding levels for federal programs and services are discussed during budget discussions underway in Congress.

FISCAL IMPACT

There is no change to the total annual cost for the professional services under this amendment. The total annual cost remains at $90,600, which is the same amount from the previous year. With this fourth amendment to the contract, the total not-to-exceed amount is $453,000. Funding for this agreement is included in the proposed FY2026-27 budget in the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The professional services agreement amendment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Rob Baquera, Government Relations Administrator

Dennis Kauffman, Chief Financial Officer/Assistant City Manager

ATTACHMENTS:

1. Resolution 26-194
2. Professional Services Agreement

REVIEWERS:

Rob Baquera, Public Affairs and Communications Department	Created/Initiated - 5/27/2026
Megan Scheid, City Clerk Department	Approved - 6/1/2026
Kelly Aye, City Attorney Department	Approved - 6/1/2026
Katrina Six, City Clerk Department	Approved - 6/1/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/1/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-194

APPROVING A FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE FERGUSON GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Fourth Amendment to Professional Services Agreement for Federal Advocacy Services, by and between the City of Roseville and The Ferguson Group, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said fourth amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

FOURTH AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

Federal Advocacy Services

THIS FOURTH AMENDMENT TO AGREEMENT is made and entered into this ___ day of June 2, 2026, by and between the City of Roseville, a municipal corporation ("CITY"), and The Ferguson Group, LLC, a District of Columbia limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated July 7, 2021, and amended on June 22, 2023, June 27, 2024, and June 19, 2025 ("Agreement") regarding federal advocacy services ("Project"); and

WHEREAS, CITY desires to exercise its option to extend the term of the Agreement; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of the Agreement is amended by adding an additional paragraph to read as follows:

"City is exercising its option to extend the term of the Agreement for an additional one (1) year period commencing July 1, 2026 and ending on June 30, 2027."

2. Section 3 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay ninety thousand six hundred dollars ($90,600), in consideration of the Fourth Amendment to Agreement."

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Fourth Amendment to Agreement in duplicate by its City Manager and CONSULTANT has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

THE FERGUSON GROUP, LLC, a District of Columbia limited liability company

BY: Laura Cosenzo
its: Director of Operations

and

BY: W. Roy Gr
its: CEO

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DENNIS KAUFFMAN
For Assistant City Manager/Chief Financial Officer

The Ferguson Group Fourth Amendment PSA (City of Roseville, CA)

Final Audit Report 2026-06-03

Created:	2026-06-01
By:	Jay De La Rosa (jdelarosa@tfgnet.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAIr1jYI3U7Q_2zzL-WLUxbZK8Jpo0gtq

"The Ferguson Group Fourth Amendment PSA (City of Roseville , CA)" History

Document created by Jay De La Rosa (jdelarosa@tfgnet.com)
2026-06-01 - 3:48:55 PM GMT

Document emailed to Laura Cosenzo (lcosenzo@tfgnet.com) for signature
2026-06-01 - 3:48:59 PM GMT

Document emailed to Roger Gwinn (rgwinn@tfgnet.com) for signature
2026-06-01 - 3:48:59 PM GMT

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Document e-signed by Laura Cosenzo (lcosenzo@tfgnet.com)
Signature Date: 2026-06-02 - 6:26:46 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Email viewed by Roger Gwinn (rgwinn@tfgnet.com)
2026-06-03 - 5:19:02 PM GMT

Document e-signed by Roger Gwinn (rgwinn@tfgnet.com)
Signature Date: 2026-06-03 - 5:19:32 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-03 - 5:19:32 PM GMT

Adobe Acrobat Sign

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.12
File #: 0900-04-02 & 1002
Item ID: 2026-476

Title:	Roseville Parkway Widening Phase 1 Project - Agreements for Acquisition of Real Property
Contact:	Karen Vences 916-774-5412 kavences@roseville.ca.us

SUMMARY

Staff recommends approval of the agreements for Acquisition of Real Property with CL Creekside Plaza North CA LP, a Delaware limited partnership in the amount of $153,789 and with Source Investments, LLC in the amount of $74,000 for the purchase of property for the Roseville Parkway Widening - Phase 1 Project. The scope of the Project consists of widening portions of Roseville Parkway from West Drive to Creekside Ridge Drive and adding a third left-turn lane at southbound Pleasant Grove Boulevard onto eastbound Roseville Parkway. The construction of the project is estimated to cost $3.6 million and will be primarily funded by the special tax revenue generated in the North Central Roseville Community Facilities District No. 1. No General Fund resources will be used for the project.

RECOMMENDATION

Staff recommends that the City Council adopt resolutions to:
1. Approve the Agreement for Acquisition of Real Property for the purchase of real property from CL Creekside Plaza North CA LP, a Delaware limited partnership in the amount of $153,789 for 18,058 square feet of fee acquisition and 8,999 square feet of Temporary Construction Easement; and
2. Approve the Administrative Settlement Agreement for Acquisition of Real Property for the purchase of real property from Source Investments, LLC in the amount of $74,000 for 4,642 square feet of fee acquisition and 11,160 square feet of Temporary Construction Easement; and
3. Approve the Easement Variance and Modification Agreement by and between the City of Roseville and Source Investments, LLC; and
4. Authorize the City Manager to execute the agreements and any other related escrow documents on behalf of the City of Roseville.

BACKGROUND

Roseville Parkway is a multi-lane arterial roadway providing a connection from Northwest Roseville to East Roseville. The Roseville Parkway Widening - Phase 1 Project will incorporate improvements to widen portions of Roseville Parkway from West Drive to Creekside Ridge Drive and add a third left-turn lane at southbound Pleasant Grove Boulevard onto eastbound Roseville Parkway. Improvements include modifications to existing traffic signals, sidewalks, curb and gutter, updated signing and striping, and necessary utility adjustments.

During design, it was determined the project needed to acquire property rights from three property owners. The City obtained the services of Monument ROW to prepare the valuations that determined the fair market value for the acquisitions, and to negotiate the acquisition agreements on the City's behalf for property rights required to construct the project. One property acquisition agreement has previously been approved by the City.

The remaining property acquisitions included in this action are as follows:

- CL Creekside Plaza North CA LP, a Delaware limited partnership: 18,058 square feet of fee acquisition and 8,999 square feet of Temporary Construction Easement in the amount of $153,789.
- Source Investments, LLC: 4,642 square feet of fee acquisition and 11,160 square feet of Temporary Construction Easement in the amount of $74,000.

An Easement Variance and Modification Agreement with Source Investments, LLC is included in this action to record a permanent modification to the existing landscape setback requirement on the owner's property due to improvements by the project. The project will permanently reduce the required 50-ft setback to approximately 39-ft.

These are the final property acquisitions needed for the project. The project has been bid and staff will be seeking award of the construction contract at a future Council meeting date. Construction is anticipated to begin in summer 2026 and be completed in the spring of 2027.

Since 2022, the Roseville Parkway Widening Project has been driven by robust public participation, including, but not limited to: a community open house, stakeholder representative group meetings, online surveys, news media coverage, email newsletters, and social media updates. Details about the project can be found at roseville.ca.gov/ParkwayWidening. Staff will continue to engage with the community as the project moves forward.

FISCAL IMPACT

The recommended property acquisitions and TCE's will cost $153,789 and $74,000 and are fully funded from the special tax revenue generated in the North Central Roseville Community Facilities District No. 1. There are adequate funds in the Roseville Parkway Widening and Pleasant Grove Boulevard Triple Lefts project for the subject property acquisitions. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Roseville Parkway Widening Project was accomplished with preparation of the Roseville Parkway Widening Project Initial Study and Mitigated Negative Declaration (Adopted February 18, 2026). Because the proposed agreements to purchase real property are a part of the Roseville Parkway Widening Project and are consistent with the analysis and conclusions in the Roseville Parkway Widening Project Final Initial Study and Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Karen Vences, Assistant Engineer

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Project Location Map
2. Creekside Acquisition Area
3. Resolution 26-246
4. Creekside Agreement for Acquisition of Real Property
5. Source Acquisition Area
6. Resolution 26-247
7. Source Agreement for Acquisition of Real Property
8. Resolution 26-248
9. Source Easement Variance and Modification Agreement

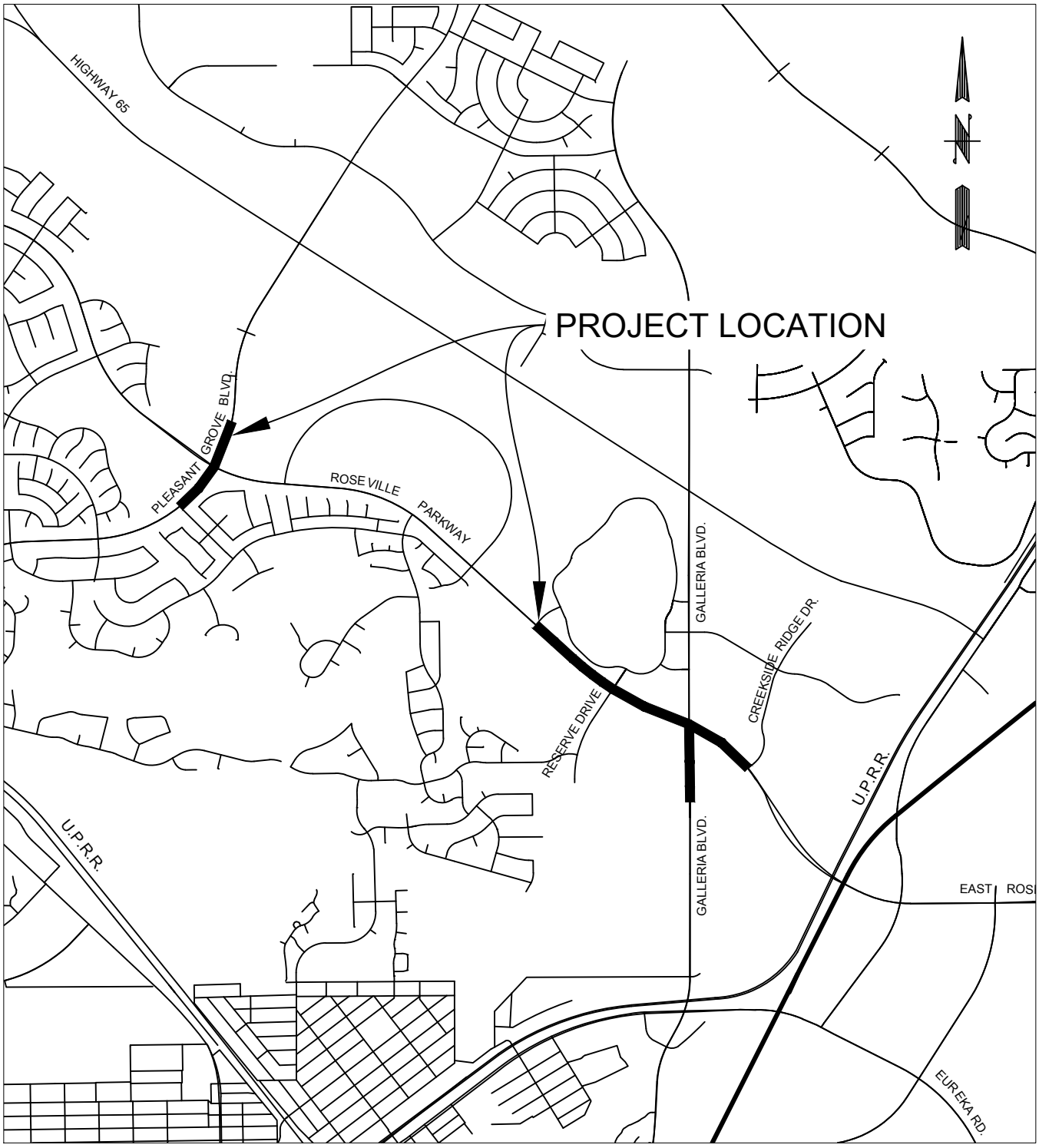
REVIEWERS:

Karen Vences, Public Works Department - Engineering - City Projects	Created/Initiated - 5/21/2026
Jesse Khatkar, Public Works Department - Engineering - City Projects	Approved - 5/21/2026
Noah Siviglia, Public Works Department - Engineering - City Projects	Approved - 5/27/2026
Stefanie Kemen, Public Works Department - Administration Division	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/5/2026
Katrina Six, City Clerk Department	Approved - 6/5/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/6/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/7/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

CITY OF ROSEVILLE CALIFORNIA
Public Works

ROSEVILLE PARKWAY WIDENING (PHASE 1) PROJECT

LOCATION MAP





LEGEND

- EXISTING RIGHT OF WAY/PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- TEMPORARY CONSTRUCTION EASEMENT

CITY OF ROSEVILLE CALIFORNIA
Public Works

ROSEVILLE PARKWAY WIDENING – PHASE 1

PROPERTY OWNER EXHIBIT: APN 015-167-017-000

DRAWN BY: SB	DATE: APRIL 2026	SCALE: 1"=100'

RESOLUTION NO. 26-246

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY BY AND BETWEEN THE CITY OF ROSEVILLE AND CL CREEKSIDE PLAZA NORTH CA LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Acquisition of Real Property, for the purchase of real property in the amount of $153,789 for one Partial Fee Acquisition and Temporary Construction Easement, by and between the City of Roseville and CL Creekside Plaza North CA LP, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it and all related escrow documents on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ONE PARCEL NO.: 015-167-017
TITLE REPORT NO.: 01005793-010-AM-PJ
PROJECT: Roseville Parkway Widening Project (Phase I)

AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)

THIS AGREEMENT is entered into this _____day of _____, 202_ by and between the **City of Roseville**, a municipal corporation (hereinafter called "Buyer"), and **CL Creekside Plaza North CA LP, a Delaware limited partnership**, (hereinafter called "Seller") for acquisition by Buyer of one Partial Fee Acquisition and a TCE over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Partial Fee Acquisition (Attached as Attachment 1)
B. Temporary Construction Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby defined collectively as the "Acquisition Area" and incorporated by reference. The Acquisition Area is located on APN 015-167-017-000, which is a part of the retail shopping center commonly known as Creekside Shops ("Property"). Buyer will cause certain construction, installation, and related work to be completed on the Acquisition Area as more particularly described on Attachment 3 attached hereto and incorporated herein by this reference ("City Work"). All City Work will be performed in accordance with Attachment 3 and all applicable laws and governmental regulations.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

ONE HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED EIGHTY-NINE AND .00/100 DOLLARS ($153,789)

The total purchase price above includes: acquisition value of the property interests identified in Section 1 of $45,000, along with the cost to move the monument sign located within the acquisition area. The estimated cost to move the multi-tenant monument sign ("Monument Sign")is $103,789 with an added $5,000.00 to cover any unseen additional cost for the move, for a total move reimbursement of $108,789.

3. CONVEYANCE OF TITLE. Seller agrees to convey the fee interest by Grant Deed. Seller agrees to convey to Buyer marketable fee title free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. All taxes for the current fiscal year prorated as per Section 5 hereinafter.
B. Quasi-public utility, public alley, public street easements, and rights of way of record.
C. Those exceptions contained in a Preliminary Title Report which are approved by Buyer in escrow.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Acquisition Area by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of $45,000 issued by Fidelity National Title Company showing the title to the Partial Fee Acquisition property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Fidelity National Title Company, 1200 Concord Ave. #400, Concord, CA 94520 (916) 646-6018. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Audra Meyer) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deed prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject Partial Fee Acquisition property and the Temporary Construction Easement interest. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the Acquisition Area;

B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference.

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law").

F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement.

G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of Acquisition Area.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) hour written notice before entering the Property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the Acquisition Area or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deed shall be at the risk of Seller. In the event that loss or damage to the Acquisition Area or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of Acquisition Area by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described Acquisition Area is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Acquisition Area or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining Acquisition Area , nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the Acquisition Area in good condition and state of repair and maintenance and shall perform all of its obligations under any service contracts or other contracts affecting the Acquisition Area .

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Acquisition Area .

E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which the Acquisition Area may be bound.

F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Acquisition Area used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Acquisition Area , or transported any Hazardous Materials to or from the Acquisition Area . Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Acquisition Area. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of

the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject Acquisition Area is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the Acquisition Area by Buyer is for a public purpose, and therefore, the Acquisition Area is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the Acquisition Area , and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. DAMAGE AND REPAIR OBLIGATIONS. In connection with (i) the performance of City

Work, or (i) any maintenance, inspection, maintenance, repair, replacement, operation, or use of the Property or any improvements thereon ("Future Property Activities") performed by or on behalf of Buyer on the Property including the Acquisition Area, Buyer will exercise reasonable care to avoid damage to the Acquisition Area or any portion of the Property, including and all buildings, structures, paving, utilities, landscaping (excepting the removal and replacement of landscaping as a part of the City Work), signage (excepting the relocation of the Monument Sign by Seller in connection with the City Work), and other improvements located thereon (collectively, the "Improvements").

If, as a result of the City Work or Future Property Activities, any damage occurs to (a) the Property, including the Acquisition Area, or (b) any Improvements located thereon, Buyer will, at its sole cost and expense, promptly cause the repair, restoration, or replacement of the damaged property to a condition that is substantially similar in quality and functionality to the condition existing immediately prior to such damage (reasonable wear and tear excepted), or as otherwise reasonably approved by Seller, in compliance with all applicable laws. Seller will provide Buyer with written notice of any such damage, together with reasonable documentation (including photographs, inspection reports, and, if available, repair estimates) evidencing the damage and the need for repair. Following receipt of such notice and documentation, Buyer will commence the repair or restoration, within a commercially reasonable period of time, based on the nature of the repair or restoration, and diligently prosecute the same to completion, at no cost to Seller. If Buyer fails to commence or diligently pursue such repair or restoration within a reasonable time after notice, Seller may, upon further written notice to Buyer, perform such repair or restoration and Buyer will reimburse Seller for Seller's reasonable, documented out-of-pocket costs incurred in connection therewith, along with the sum of ten percent (10%) of said costs for Seller's repair management fee, as compensation for Seller's time and administrative effort in coordinating and overseeing such work.

The obligations set forth in Section 20 survive the closing of the Partial Fee Acquisition, the completion of the City Work and the expiration of the Temporary Construction Easement granted herein, with respect to damage arising from the City Work or any Future Property Activities.

21. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement and each provision contained herein may be waived, amended, supplemented, or eliminated only by mutual written agreement of the parties.

If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City of Roseville, a Municipal Corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a municipal corporation

BY:_____

NAME:_____

TITLE: _____

SELLER

CL CREEKSIDE PLAZA NORTH CA LP, a Delaware limited partnership

BY:_____

NAME: Erin Fair

TITLE: Assistant General Counsel

MAILING ADDRESS OF BUYER
311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER
3300 Enterprise Parkway
Beachwood, Ohio 44122

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM:

BY:_____
City Attorney

APPROVED AS TO SUBSTANCE:

BY:_____
Public Works Director

ATTACHMENT 1
GRANT DEED

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: $ __None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Space above this line is for Recorder's Use

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 015-167-017

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CL Creekside Plaza North CA LP, a Delaware limited partnership**, ("Grantor")** hereby grants to the **City of Roseville, a municipal corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated:_____

CL Creekside Plaza North CA LP, a Delaware limited partnership

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FOR: APN: 015-167-017
ADDRESS: 1112 Galleria Boulevard, Roseville, CA 95678

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

****

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed from the Grantor to the City of Roseville, a municipal corporation, is hereby accepted by the undersigned officer and the Grantee consents to recordation thereof by its duly authorized officer.

_____ _____

Name: Date

_____

Title:

****

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in the City of Roseville, County of Placer, State of California, being a portion of Parcel Five described in that certain GRANT DEED, recorded May 23, 2014, as Document Number 2014-0034053, Official Records of Placer County, more particularly described as follows:

Commencing at a found 1.5" copperweld survey monument in monument well marking the intersection of Roseville Parkway and Galleria Boulevard, as shown on that certain FINAL MAP OF THE GALLERIA AT ROSEVILLE REGIONAL MALL, filed December 21, 1999, in Book W of Maps, at Page 2, Official Records of Placer County, which bears along the centerline of said Roseville Parkway through a curve having a radius of 4000.00 feet, a chord bearing and distance of South 64°51'38" East, 985.09 feet, a central angle of 14°08'47", and an arc distance of 987.60 feet from a found 1.5" copperweld survey monument in monument well, as shown on said FINAL MAP OF THE GALLERIA AT ROSEVILLE REGIONAL MALL; thence North 89°14'57" West, 224.18 feet to a point on the southerly line of said GRANT DEED, also being the beginning of a non-tangent curve to the left, having a radius of 115.00 feet with a chord bearing and distance of South 51°34'53" East, 52.14 feet, and the **Point of Beginning**; thence along the southerly line of said Parcel Five, along said curve through a central angle of 26°12'12", an arc distance of 52.59 feet to the beginning of a reverse curve, having a radius of 2065.00 feet with a chord bearing and distance of South 61°41'46" East, 215.21 feet; thence along said curve through a central angle of 05°58'26", an arc distance of 215.31 feet; thence South 51°18'39" East, 120.00 feet; thence South 52°16'27" East, 122.00 feet to the beginning of a non-tangent curve to the right, having a radius of 2050.00 feet with a chord bearing of South 46°33'11" East, 387.69 feet; thence along said curve through a central angle of 10°51'07", an arc distance of 388.27 feet to the beginning of a reverse curve, having a radius of 31.00 feet with a chord bearing and distance of South 85°10'43" East, 43.11 feet; thence along said curve through a central angle of 88°06'10", an arc distance of 47.67 feet to a point on the most easterly line of said Parcel Five; thence along the easterly line of said Parcel Five, North 50°46'12" East, 7.14

feet to the beginning of a non-tangent curve to the right, having a radius of 30.00 feet with a chord bearing and distance of North 80°40'01" West, 37.59 feet; thence leaving said easterly line and along said curve through a central angle of 77°35'01", an arc distance of 40.62 feet; thence North 32°47'04" West, 60.81 feet to the beginning of a non-tangent curve having a radius of 2230.00 feet with a chord bearing and distance of North 45°04'05" West, 169.82 feet; thence along said curve through a central angle of 04°21'52", an arc distance of 169.86 feet; thence North 46°08'23" West, 150.66 feet; thence North 57°14'52" West, 92.51 feet; thence North 53°26'39" West, 18.22 feet to the beginning of a tangent curve having a radius of 1805.00 feet with a chord bearing and distance of North 59°57'11" West, 409.21 feet; thence along said curve through a central angle of 13°01'03", an arc distance of 410.09 feet to the beginning of a compound curve having a radius of 50.00 feet with a chord bearing and distance of North 63°18'15" West, 5.51 feet; thence along said curve through a central angle of 06°18'54", an arc distance of 5.51 feet to the **Point of Beginning**.

Containing 18,058 square feet (0.41 acres), more or less.

The basis of bearings for this description is based on California Coordinate System NAD83 (2011), Zone 2 Epoch 2010.00 Holding NGS Points P140, P271, P276, & SUTB. Divide by 0.99992409 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act

Mark D. Barry, PLS 9577



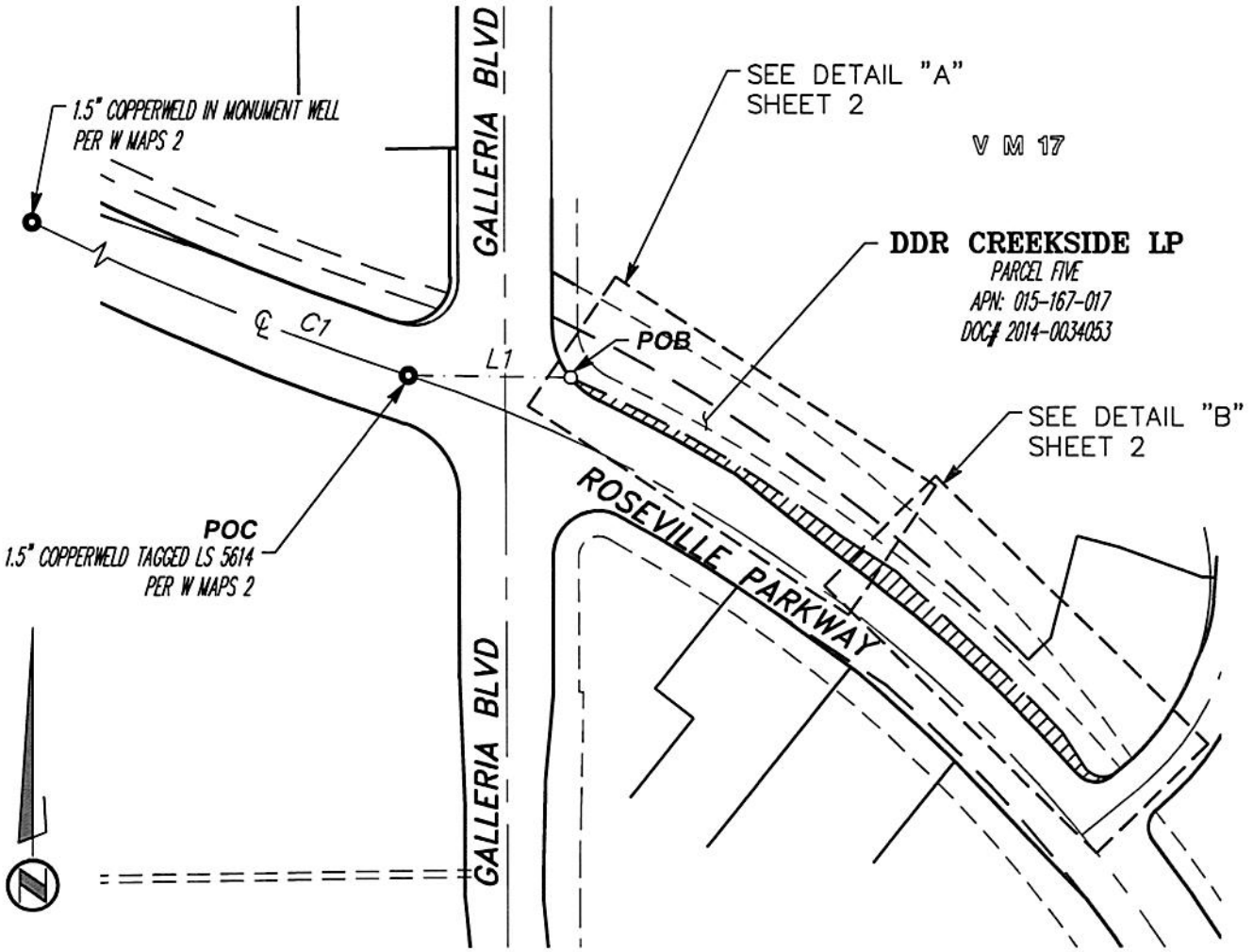
3/13/2024
Date

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
● FOUND MONUMENT AS NOTED
○ DIMENSION POINT
▨ PARCEL TO BE TRANSFERRED

SECTION 25,
T11N, R6E M.D.M.

PROFESSIONAL LAND SURVEYOR
MARK D BARRY
9577
STATE OF CALIFORNIA



THE BASIS OF BEARINGS FOR THIS DESCRIPTIONS IS BASED ON CALIFORNIA COORDINATE SYSTEM NAD83(2011), ZONE 2 EPOCH 2010.00 HOLDING NGS POINTS P140, P271, P276 & SUTB. DIVIDE BY 0.99992409 TO OBTAIN GROUND DISTANCES.

0 125 250 500 Feet

SCALE 1" = 250'

SHEET 1 OF 3

MARK THOMAS

Scale: 1" = 250
Date Mar. 2024
Drawn By GP
Checked By MB

Exhibit B

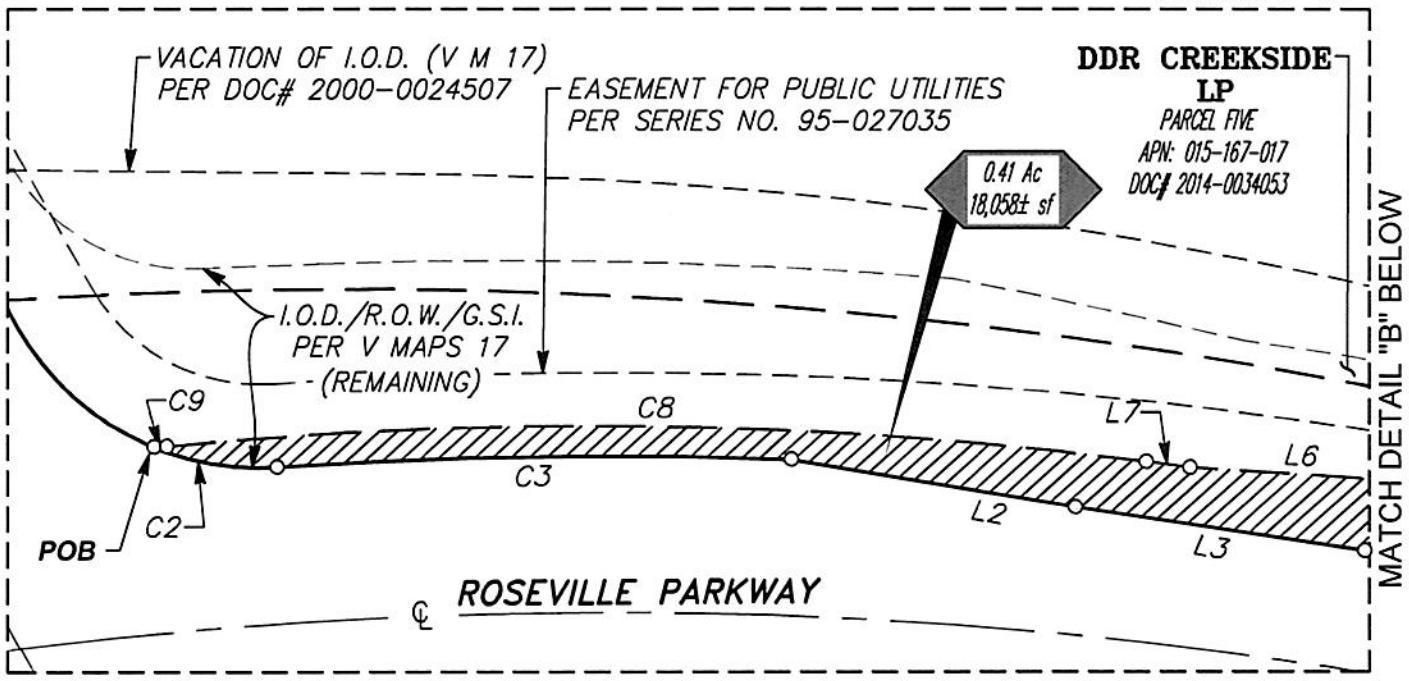
APN 015-167-017
Right of Way Acquisition
Plat to Accompany Legal Description
In the City of Roseville
Placer County, California

CITY OF ROSEVILLE CALIFORNIA

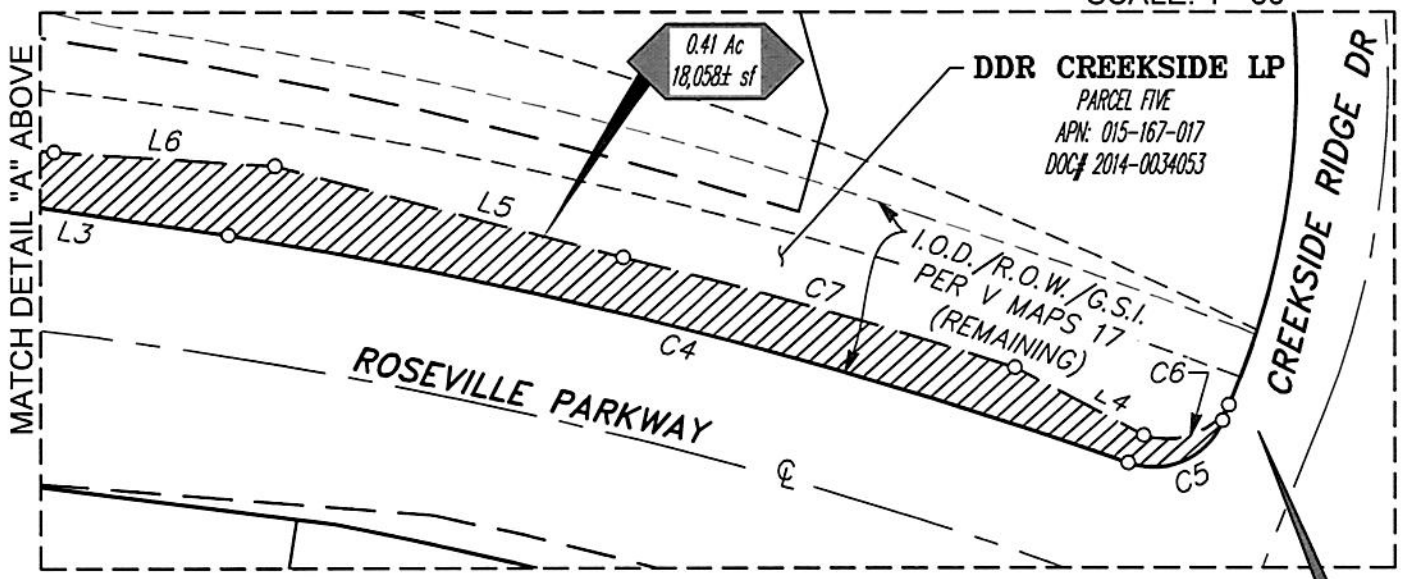
SEE SHEET 1 FOR LEGEND.
SEE SHEET 3 FOR LINE AND CURVE TABLES.

SECTION 25,
T11N, R6E M.D.M.

DETAIL "A"
SCALE: 1"=80'



DETAIL "B"
SCALE: 1"=80'



THE BASIS OF BEARINGS FOR THIS DESCRIPTIONS IS BASED ON CALIFORNIA COORDINATE SYSTEM NAD83(2011), ZONE 2 EPOCH 2010.00 HOLDING NGS POINTS P140, P271, P276 & SUTB. DIVIDE BY 0.99992409 TO OBTAIN GROUND DISTANCES.

0 40 80 160 Feet

SCALE 1" = 80'

SHEET 2 OF 3

MARK THOMAS

Scale: 1" = 80
Date Mar. 2024
Drawn By GP
Checked By MB

Exhibit B

APN 015-167-017
Right of Way Acquisition
Plat to Accompany Legal Description
In the City of Roseville
Placer County, California

CITY OF ROSEVILLE CALIFORNIA

ATTACHMENT 2
TEMPORARY CONSTRUCTION EASEMENT

Docusign Envelope ID: 0843A288-6133-8F39-8140-96D2A11BD673

APN: 015-167-017

CITY OF ROSEVILLE
TEMPORARY CONSTRUCTION EASEMENT

CL Creekside Plaza North CA LP, a Delaware limited partnership ("Grantors") grant to the City of Roseville, a municipal corporation ("Grantee") and the City's contractors, subcontractors, agents and employees a TEMPORARY CONSTRUCTION EASEMENT for purposes of constructing the Roseville Parkway Widening Project – Phase 1 ("Project").

This TEMPORARY CONSTRUCTION EASEMENT shall include, but is not limited to, Grantee's use of Grantors' property for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project over, upon and across all that real property located at 1112 Galleria Boulevard, Roseville, CA 95678 in the City of Roseville, County of Placer, State of California, depicted in Exhibit "A," attached hereto and made a part hereof.

This Temporary Construction Easement shall become effective on June 1, 2026 ("Effective Date") and shall terminate on December 1, 2027 ("Termination Date"), unless otherwise extended in writing by Grantors.

Grantee shall indemnify, defend, protect and hold Grantors harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with Grantee's construction activities on Grantors' property during the term of the TEMPORARY CONSTRUCTION EASEMENT granted herein. Grantee shall return Grantors' property to the like condition as at the commencement of the term of the TEMPORARY CONSTRUCTION EASEMENT as modified by the construction.

It is understood and agreed that upon said termination date and the physical restoration of the TEMPORARY CONSTRUCTION EASEMENT area, Grantee shall have no further obligation or liability in connection with said parcel.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 0843A288-6133-8F39-8140-96D2A11BD673

GRANTEE:
City of Roseville,
a municipal corporation

BY: _____
DOMINICK CASEY
City Manager
City of Roseville

GRANTORS:
CL Creekside Plaza North CA LP,
a Delaware limited partnership

BY: DocuSigned by: Erin Fair 2E2B378E1BA64F2...

PRINT NAME: Erin Fair

DATE: 6/5/2026

BY: _____

PRINT NAME: _____

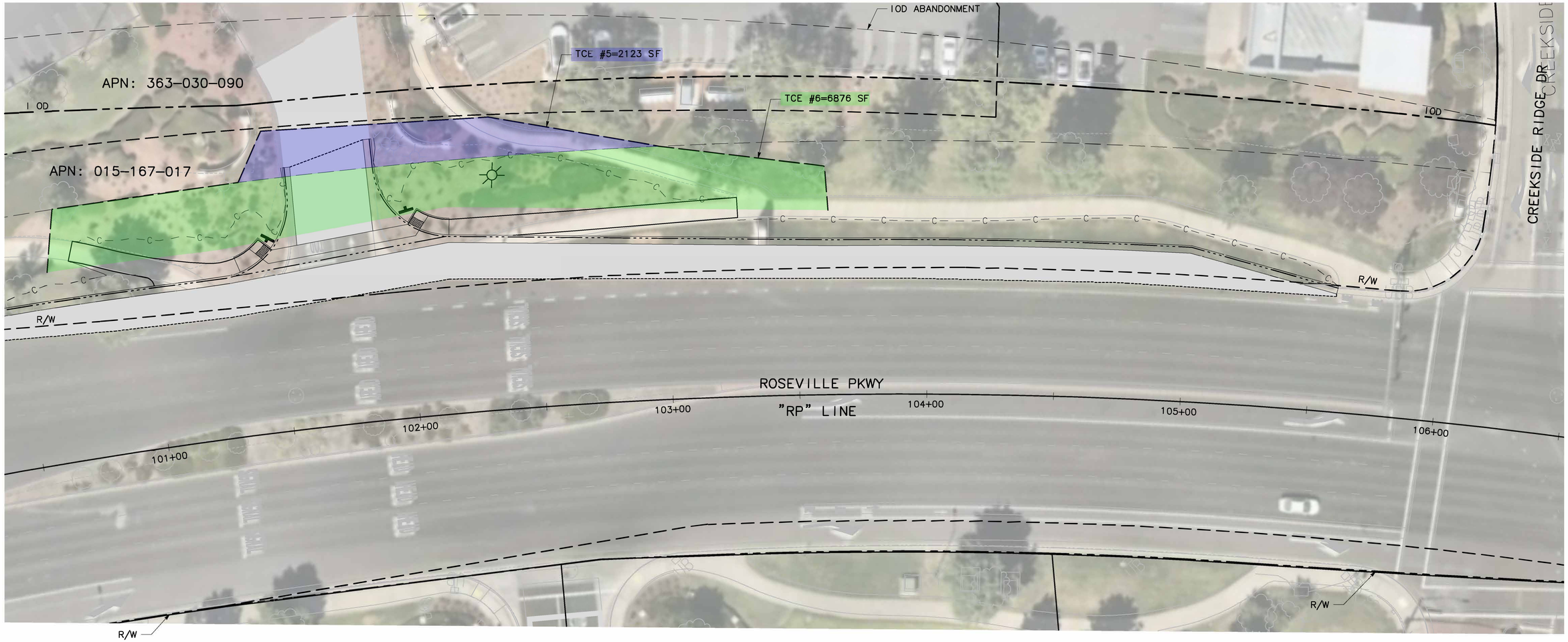
DATE: _____

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- NEW PAVEMENT
- RIGHT AWAY
- PROPERTY LINE
- TCE

APN	PROPERTY TYPE	ROW TYPE	AREA (SQ FT)
015-167-017	OUTSIDE IOD	TCE FOR CONSTRUCTION	2,123
015-167-017	INSIDE IOD	TCE FOR CONSTRUCTION	6,876



0 10 20 40 80

GRAPHIC SCALE
1" = 20'

5/5

ROSEVILLE PARKWAY WIDENING

TCE EXHIBIT

CITY OF ROSEVILLE CALIFORNIA

MARK THOMAS

Attachment 3: City of Roseville Work

The scope of work to be performed generally includes:

- Demolition of existing sidewalk, excavating, clearing and grubbing
- Constructing new auxiliary lane, sidewalk, reconstructing existing driveway entrance, and grading adjacent area
- Adjusting impacted existing planting and irrigation, mulching

Attachment 3
CITY OF ROSEVILLE
WORK

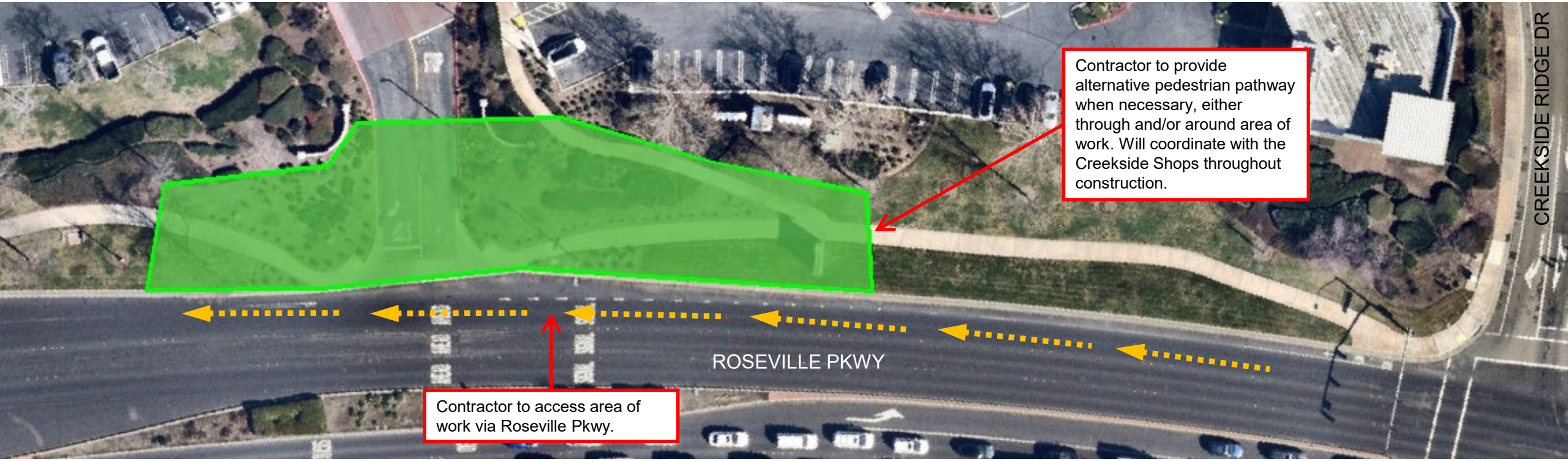


Additional Notes:
-Contractor to make necessary adjustments to existing irrigation system in and around area of impacted landscaping, and shall replace impacted non-tree plantings in-kind.

Legend

Temporary Construction Easement
Area of Impacted Landscaping

FINAL PLANS – CONSTRUCTION ZONE TRAFFIC CONTROL



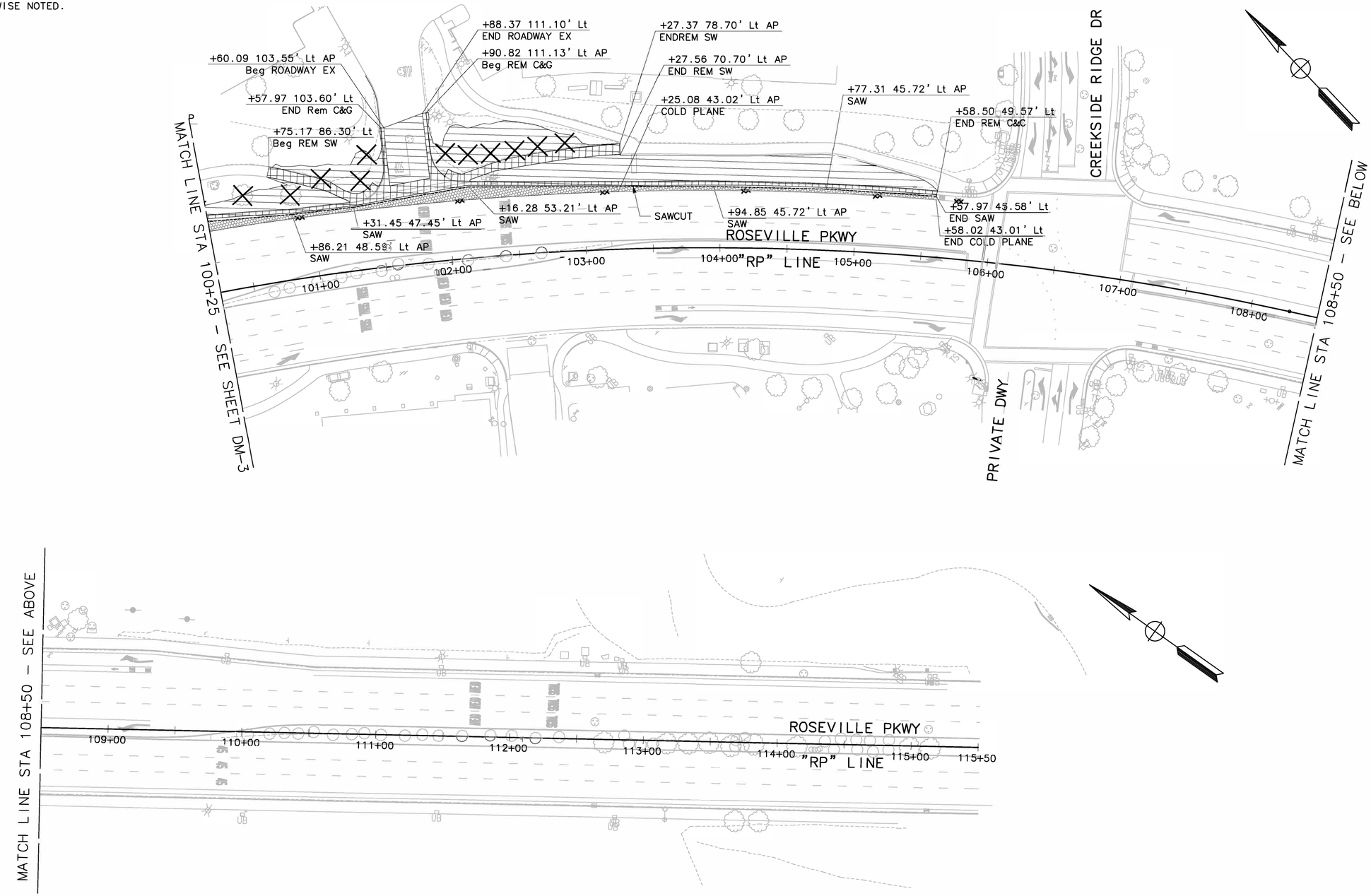
Additional Notes:
-Driveway will remain open, with the exception of a 30-day closure for reconstruction of driveway entrance.
-Monument sign to be relocated by property owner.
-If contractor seeks to utilize on-site space for staging outside of area of work, contractor to coordinate directly with the Creekside Shops.

Legend

Area of Work
Construction Vehicle Route

NOTES:

1. ALL CALLOUTS ON THIS SHEET REFERENCE THE "RP" LINE UNLESS OTHERWISE NOTED.



DM-4

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NGVD29 133.70' **DATUM** CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK E855-A 3 1/2 inch BRASS DISK ON NORTH END HEADWALL OF RAILROAD CULVERT, EAST SIDE, LOCATED APPROXIMATELY 800' SOUTH OF ROSEVILLE SUB STATION. (NORTH OF DIAMOND OAKS RD. CROSSING)

DESIGN BY:	EM
DRAWN BY:	JA
CHECKED BY:	TAL
SCALE:	1" = 40'
DATE:	09/01/2025
PROJECT NO:	21-00088

BY:

09/01/2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

MARK THOMAS
701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE PARKWAY
WIDENING PROJECT (PHASE 1)
DEMOLITION PLANS

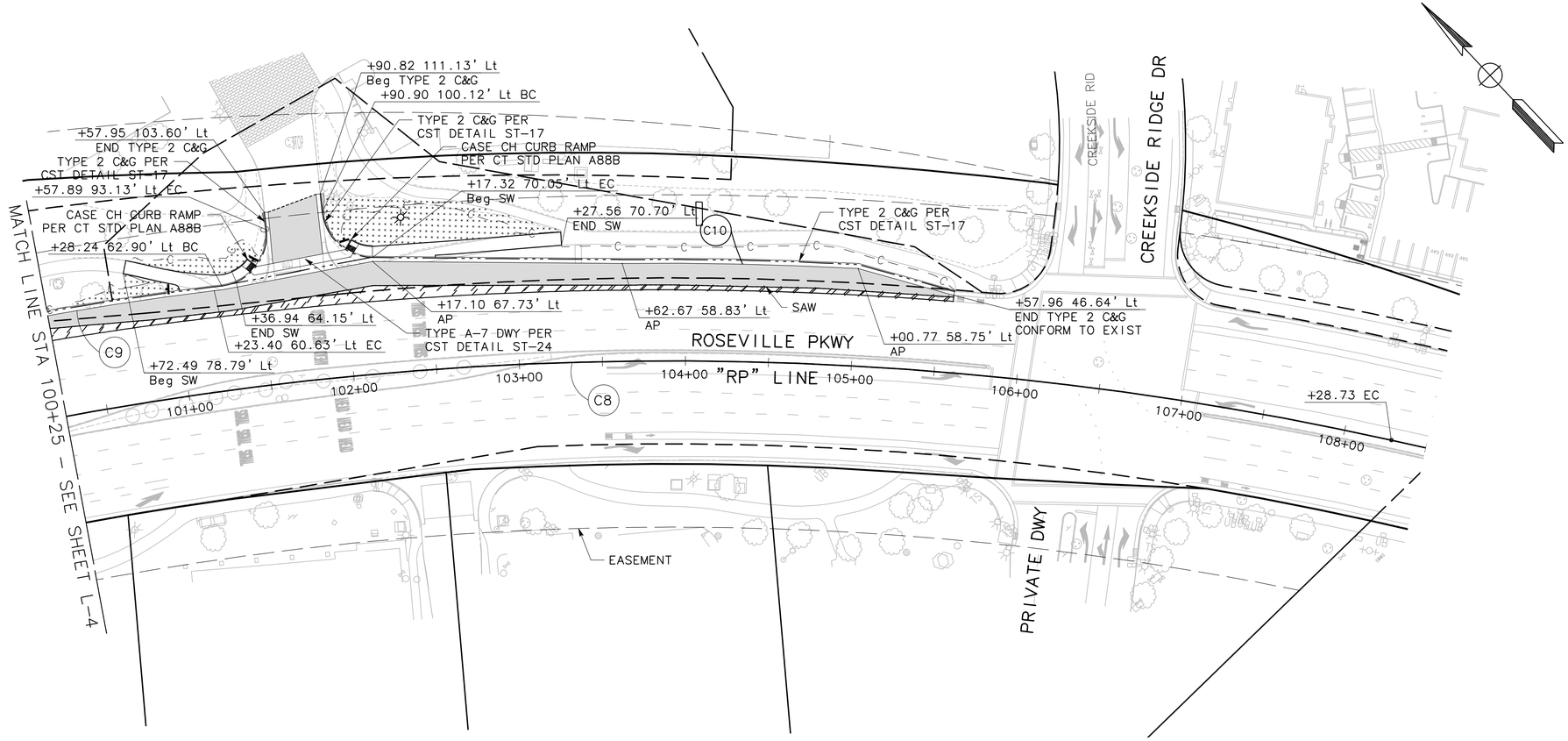
10 OF 53

NOTES:

1. ALL CALLOUTS ON THIS SHEET REFERENCE THE "RP" LINE UNLESS OTHERWISE NOTED.
2. FOR MEDIAN LAYOUT AND GRADING INFORMATION, SEE CONSTRUCTION DETAILS.
3. SEE SHEET L-1 FOR LAYOUT LEGEND INFORMATION.

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C8	2000.00'	33°49'28"	1180.70'
C9	1790.00'	5°57'04"	185.92'
C10	2216.00'	3°40'31"	142.15'



L-5

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NGVD29 133.70' **DATUM** CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK E855-A 3 1/2 inch BRASS DISK ON NORTH END HEADWALL OF RAILROAD CULVERT, EAST SIDE, LOCATED APPROXIMATELY 800' SOUTH OF ROSEVILLE SUB STATION. (NORTH OF DIAMOND OAKS RD. CROSSING)

DESIGN BY:	EM
DRAWN BY:	JA
CHECKED BY:	TAL
SCALE:	1" = 40'
DATE:	09/01/2025
PROJECT NO:	21-00088

BY:

09/01/2025
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

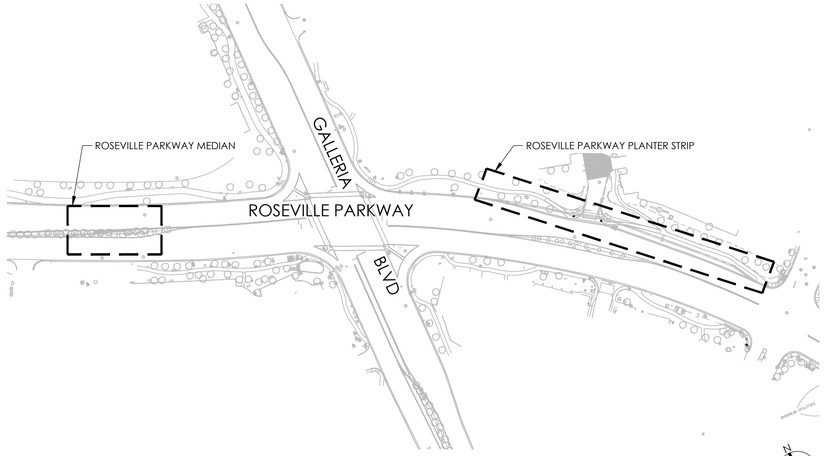
MARK THOMAS
701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

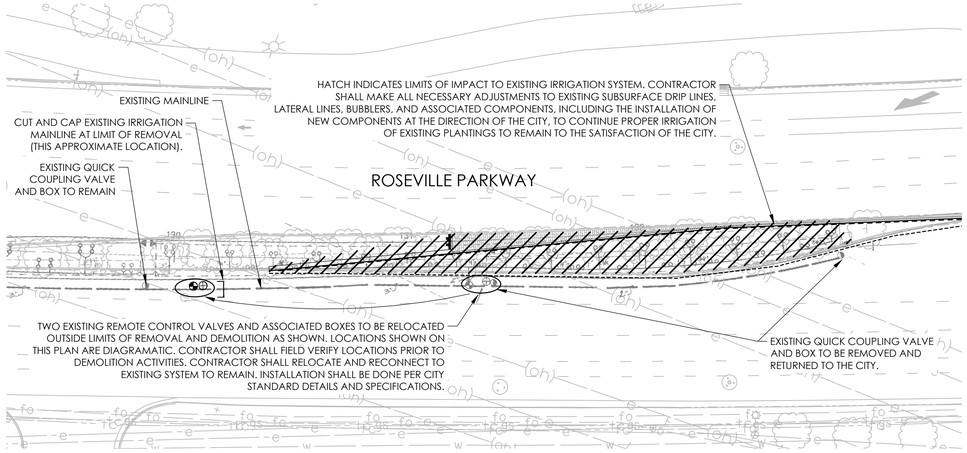
ROSEVILLE PARKWAY
WIDENING PROJECT (PHASE 1)
LAYOUT

16 OF 53



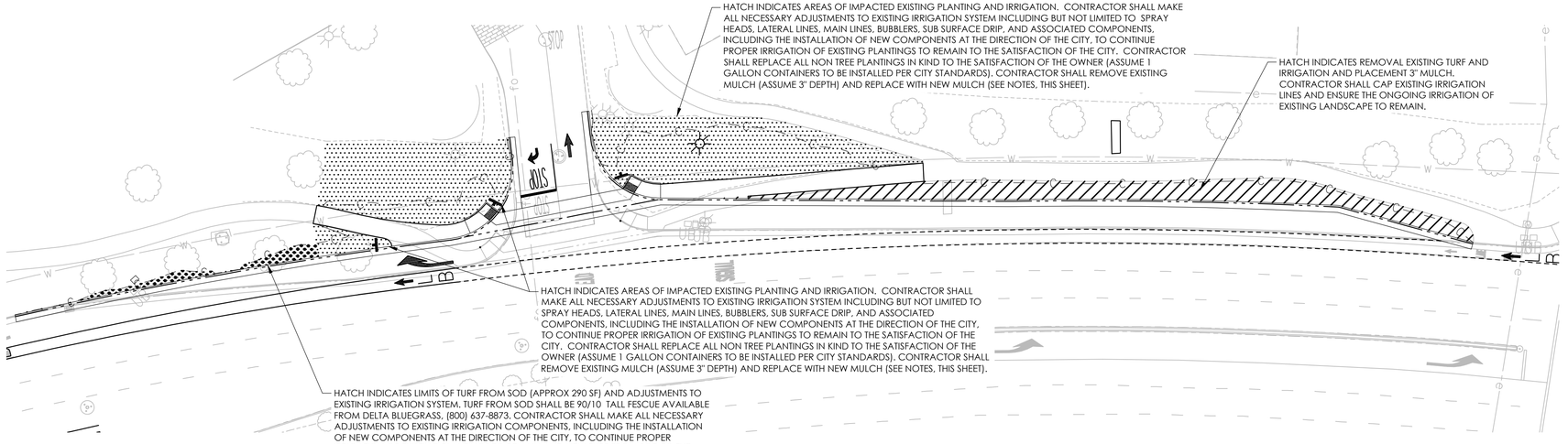
KEY MAP (THIS PAGE)

N.T.S.



ROSEVILLE PARKWAY MEDIAN

N 0' 15' 30' 60'



ROSEVILLE PARKWAY PLANTER STRIP

N 0' 15' 30' 60'

IR-2

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NGVD29 133.70' **DATUM** CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK E855-A 3 1/2 Inch BRASS DISK ON NORTH END HEADWALL OF RAILROAD CULVERT, EAST SIDE, LOCATED APPROXIMATELY 800' SOUTH OF ROSEVILLE SUB STATION. (NORTH OF DIAMOND OAKS RD. CROSSING)

DESIGN BY:	EM
DRAWN BY:	EM
CHECKED BY:	ES
SCALE:	AS SHOWN
DATE:	08/12/2025
PROJECT NO:	21-00088

BY:

PLANS APPROVAL DATE

LICENSED LANDSCAPE ARCHITECT ERIK R. SMITH JACKSON Signature 08-31-2026 Renewal Date 11-15-2024 Date STATE OF CALIFORNIA

MARK THOMAS
701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE PARKWAY WIDENING PROJECT

IRRIGATION PLAN

44 OF 53



LEGEND

- EXISTING RIGHT OF WAY/PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- TEMPORARY CONSTRUCTION EASEMENT

CITY OF ROSEVILLE CALIFORNIA
Public Works

ROSEVILLE PARKWAY WIDENING – PHASE 1

PROPERTY OWNER EXHIBIT: APN 363-030-089-000
APN 363-030-090-000

DRAWN BY: SB	DATE: APRIL 2026	SCALE: 1"=80'

RESOLUTION NO. 26-247

APPROVING AN ADMINISTRATIVE SETTLEMENT AGREEMENT FOR ACQUISITION OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOURCE INVESTMENTS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Settlement Agreement for Acquisition of Real Property, for the purchase of real property in the amount of $74,000 for 4,642 square feet of fee acquisition and 11,160 square feet of Temporary Construction Easement, by and between the City of Roseville and Source Investments, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it and all related escrow documents on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PARCEL NO.: 363-030-089 & -090
TITLE REPORT NO.: 01005799-010-AM-PJ
PROJECT: Roseville Parkway Widening Project (Phase I)

ADMINISTRATIVE SETTLEMENT AGREEMENT
FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)

THIS AGREEMENT is entered into this _____day of _____, 202_ by and between the City of Roseville, a municipal corporation (hereinafter called "Buyer"), and Source Investments, LLC, a California limited liability company, (hereinafter called "Seller") as the result of settlement negotiations for acquisition by Buyer of one Partial Fee Acquisition and two (2) TCE's over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Based on settlement negotiations, in lieu of condemnation, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Partial Fee Acquisition (Attached as Attachment 1)
B. Temporary Construction Easement (Attached as Attachment 2)
C. Temporary Construction Easement (Attached as Attachment 3)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

SEVENTY-FOUR THOUSAND DOLLARS AND .00/100
($74,000.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the fee interest by Grant Deed. Seller agrees to convey to Buyer marketable fee title free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. All taxes for the current fiscal year prorated as per Section 5 hereinafter.
B. Quasi-public utility, public alley, public street easements, and rights of way of record.
C. Those exceptions contained in a Preliminary Title Report which are approved by Buyer in escrow.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount

shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of $53,200.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Fidelity National Title Company, 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Paul Avila) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deed prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to

and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");

F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;

G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) hour written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney’s fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement and each provision contained herein may be waived, amended, supplemented, or eliminated only by mutual written agreement of the parties.

If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a Municipal Corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a municipal corporation

BY:_____

NAME:_____

TITLE: _____

MAILING ADDRESS OF BUYER
311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER
3379 Solano Ave., Suite 525
Napa, CA 94558

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM:

BY:_____
City Attorney

APPROVED AS TO SUBSTANCE:

BY:_____
Public Works Director

SELLER

Source Investments, LLC, a California limited liability company

BY: _____

NAME: Gregory Crowe

TITLE: Manager LLC

BY: _____

NAME: KAREN CROUSE

TITLE: MANAGER/OWNER

ATTACHMENT 1
GRANT DEED

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: $ __None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Space above this line is for Recorder's Use

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 363-030-089 & -090

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Source Investments, LLC, a California limited liability company, **("Grantor")** hereby grants to the **City of Roseville, a municipal corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

This conveyance is made in conjunction with and subject to that certain Easement Variance and Modification Agreement, recorded concurrently herewith, which modifies a portion of the landscaping easement burdening the Grantor's property.

Dated:_____

Source Investments, LLC, a California limited liability company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FOR: APN: 363-030-089 & -090
Address: 990 and 996 Pleasant Grove Blvd, Roseville, CA 95678

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

****

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed from the Grantor to the City of Roseville, a municipal corporation, is hereby accepted by the undersigned officer and the Grantee consents to recordation thereof by its duly authorized officer.

_____ _____

Name: Date

_____

Title:

****

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in the City of Roseville, County of Placer, State of California, being a portion of the land described in that certain GRANT DEED, recorded September 06, 2007 as Document Number 2007-0087538, Official Records of Placer County, more particularly described as follows:

Commencing at a found copperweld survey monument in a monument well, at the centerline of East Roseville Parkway, as shown on that certain PARCEL MAP OF HIGHLAND CROSSING, filed December 31, 2002, in Book 31 of Parcel Maps, at Page 31, Official Records of Placer County, which bears North 02°48'00" East, 78.59 feet from a found Led & Tag LS 3923 as shown on said PARCEL MAP OF HIGHLAND CROSSING; thence North 37°47'08" East, 65.00 feet to a point on the southerly line of said GRANT DEED, also being the beginning of a non-tangent curve to the left, having a radius of 1,935.00 feet with a chord bearing and distance of South 55°52'56" East, 227.75 feet; thence along the southerly line of said GRANT DEED, and along said curve through a central angle of 06°44'51", an arc distance of 227.88 feet to the beginning of a compound curve having a radius of 62.00 feet with a chord bearing and distance of South 65°27'48" East, 13.41 feet; thence along said curve through a central angle of 12°24'53", an arc distance of 13.43 feet to the beginning of a compound curve, having a radius of 62.00 feet with a chord bearing and distance of North 67°32'11" East, 81.01 feet, and the **Point of Beginning**; thence along said curve though a central angle of 81°35'10", an arc distance of 88.28 feet to the beginning of a compound curve having a radius of 1935.00 feet with a chord bearing and distance of North 20°41'44" East, 407.74 feet, also being a point on the easterly line of said GRANT DEED; thence along said easterly line of said GRANT DEED, and along said curve through a central angle of 12°05'44", an arc distance of 408.50 feet to the northeast corner of said GRANT DEED; thence leaving said easterly line, and along the northerly line of said GRANT DEED, North 79°25'32" West, 3.50 feet; thence leaving said northerly line, South 20°26'02" West, 122.63 feet; thence South 19°11'04" West, 97.81 feet to the beginning of a non-tangent curve to the right, having a radius of 1924.00 feet with a chord bearing and distance

of South 24°09’29” West, 198.17 feet; thence along said curve through a central angle of 05°54’15”, an arc distance of 198.26 feet to the beginning of a compound curve having a radius of 50.00 feet with a chord bearing and distance of South 67°15’33” West, 64.48 feet; thence along said curve through a central angle of 80°17’53”, an arc distance of 70.07 feet to the **Point of Beginning**.

Containing 4,642 square feet (0.11 acres), more or less.

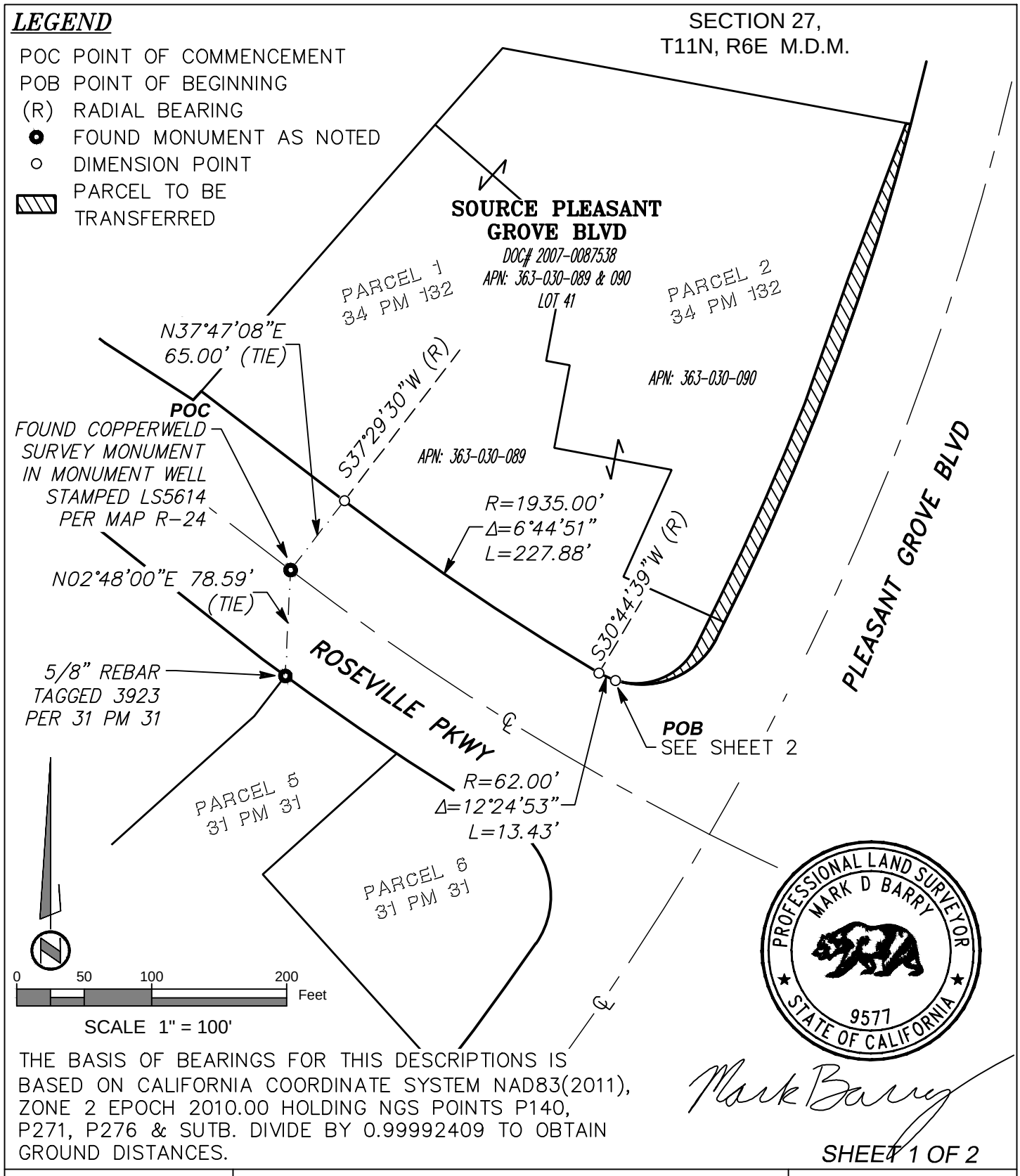
The basis of bearings for this description is based on California Coordinate System NAD83 (2011), Zone 2 Epoch 2010.00 Holding NGS Points P140, P271, P276, & SUTB. Divide by 0.99992409 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors’ Act

Mark D. Barry, PLS 9577



3/25/2024
Date



THE BASIS OF BEARINGS FOR THIS DESCRIPTIONS IS BASED ON CALIFORNIA COORDINATE SYSTEM NAD83(2011), ZONE 2 EPOCH 2010.00 HOLDING NGS POINTS P140, P271, P276 & SUTB. DIVIDE BY 0.99992409 TO OBTAIN GROUND DISTANCES.

Mark Barry

SHEET 1 OF 2

MARK THOMAS

Scale: 1" = 100'
Date Mar. 2024

Exhibit B

APN 363-030-089 & 090
FEE
Plat to Accompany Legal Description
In the City of Roseville
Placer County, California

CITY OF ROSEVILLE CALIFORNIA

\\MARKTHOMAS.COM\MFS\PROJECTS\ROSEVILLE-21-00088-ROSEVILLE PARKWAY WIDENING\SURVEY\PRODUCTION FILES\LEGAL DESCRIPTIONS & PLATS\APN 363-030-089_090\363-030-089_PD.DWG 2024-03-26 MBARRY

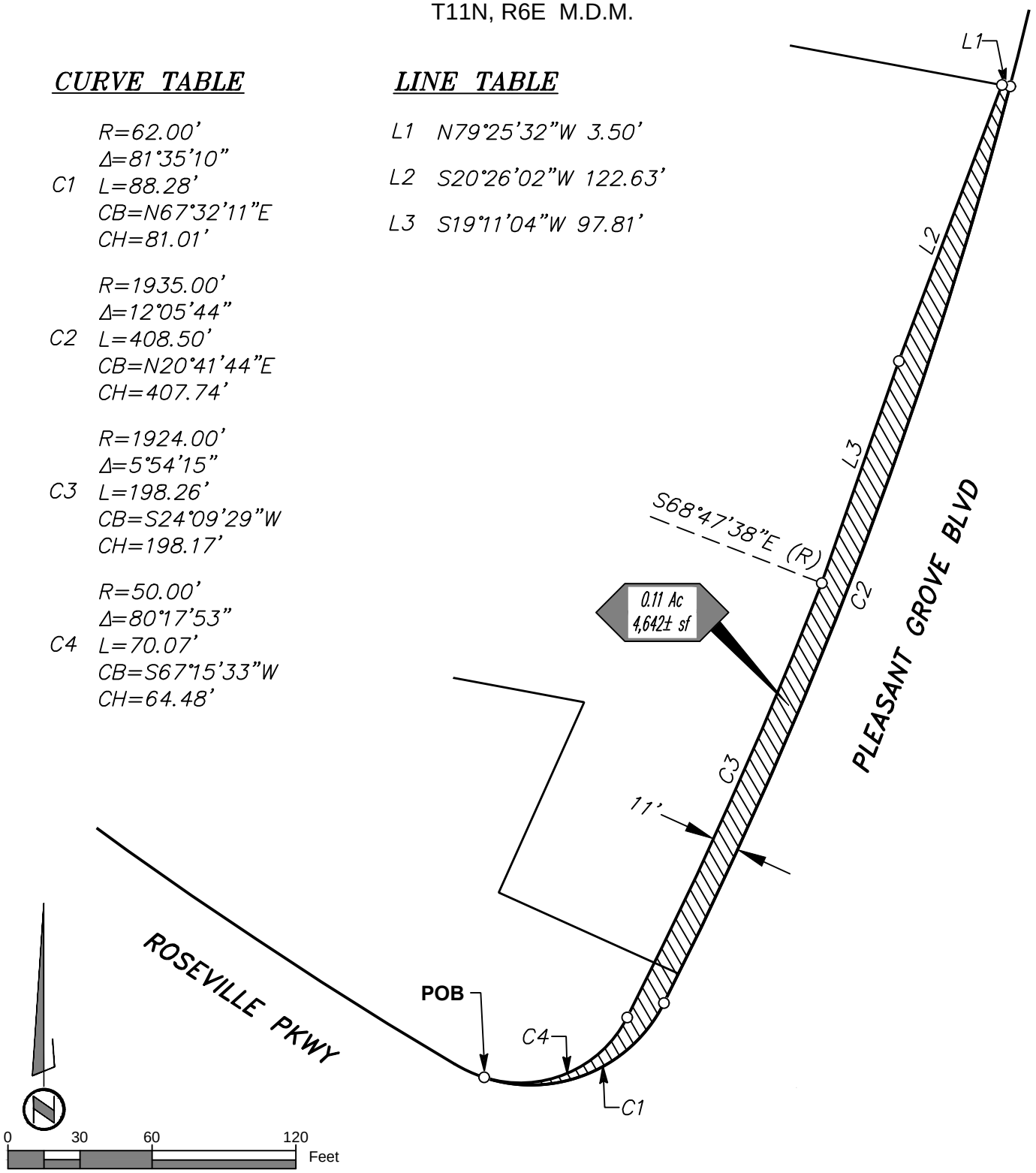
SECTION 27,
T11N, R6E M.D.M.

CURVE TABLE

	R=62.00'	
	Δ=81°35'10"	
C1	L=88.28'	
	CB=N67°32'11"E	
	CH=81.01'	
	R=1935.00'	
	Δ=12°05'44"	
C2	L=408.50'	
	CB=N20°41'44"E	
	CH=407.74'	
	R=1924.00'	
	Δ=5°54'15"	
C3	L=198.26'	
	CB=S24°09'29"W	
	CH=198.17'	
	R=50.00'	
	Δ=80°17'53"	
C4	L=70.07'	
	CB=S67°15'33"W	
	CH=64.48'	

LINE TABLE

L1	N79°25'32"W 3.50'
L2	S20°26'02"W 122.63'
L3	S19°11'04"W 97.81'



SCALE 1" = 60'

SHEET 2 OF 2

MARK THOMAS

Scale: 1" = 60'
Date Mar. 2024

Exhibit B
APN 363-030-089 & 090
FEE
Plat to Accompany Legal Description
In the City of Roseville
Placer County, California

CITY OF ROSEVILLE CALIFORNIA

\\MARKTHOMAS.COM\MFS\PROJECTS\ROSEVILLE-21-00088-ROSEVILLE PARKWAY WIDENING\SURVEY\PRODUCTION FILES\LEGAL DESCRIPTIONS & PLATS\APN 363-030-089_090\363-030-089_PD.DWG 2024-03-26 MBARRY

ATTACHMENT 2
TEMPORARY CONSTRUCTION EASEMENT
APN: 363-030-089

APN: 363-030-089

CITY OF ROSEVILLE
TEMPORARY CONSTRUCTION EASEMENT

SOURCE INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Grantors") grant to the City of Roseville, a municipal corporation ("Grantee") and the City's contractors, subcontractors, agents and employees a TEMPORARY CONSTRUCTION EASEMENT for purposes of constructing the Roseville Parkway Widening Project – Phase 1 ("Project").

This TEMPORARY CONSTRUCTION EASEMENT shall include, but is not limited to, Grantee's use of Grantors' property for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project over, upon and across all that real property located at 990 and 996 Pleasant Grove Blvd, Roseville, CA 95678 in the City of Roseville, County of Placer, State of California, depicted in Exhibit "A," attached hereto and made a part hereof.

This Temporary Construction Easement shall become effective on June 1, 2026 ("Effective Date") and shall terminate on December, 2027 ("Termination Date"), unless otherwise extended in writing by Grantors.

Grantee shall indemnify, defend, protect and hold Grantors harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with Grantee's construction activities on Grantors' property during the term of the TEMPORARY CONSTRUCTION EASEMENT granted herein. Grantee shall return Grantors' property to the like condition as at the commencement of the term of the TEMPORARY CONSTRUCTION EASEMENT as modified by the construction.

Grantee, including its contractors and agents, shall coordinate with Grantors in advance of any construction activity under this Temporary Construction Easement regarding the scope, timing, access, staging, storage, site maintenance, restoration, and cleanup. All work shall be conducted in a commercially reasonable manner to avoid disruption to ongoing business operations. The parties will work in good faith to resolve any construction-related issues that arise.

It is understood and agreed that upon said termination date and the physical restoration of the TEMPORARY CONSTRUCTION EASEMENT area, Grantee shall have no further obligation or liability in connection with said parcel.

[SIGNATURES ON FOLLOWING PAGE]

GRANTEE:
City of Roseville,
a municipal corporation

BY: _____
DOMINICK CASEY
City Manager
City of Roseville

GRANTORS:
Source Investments, LLC,
a California Limited Liability Company

BY: _____

PRINT NAME: Gregory Crouse

DATE: 4/27/2026

BY: _____

PRINT NAME: _____

DATE: _____

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
APN: 363-030-089

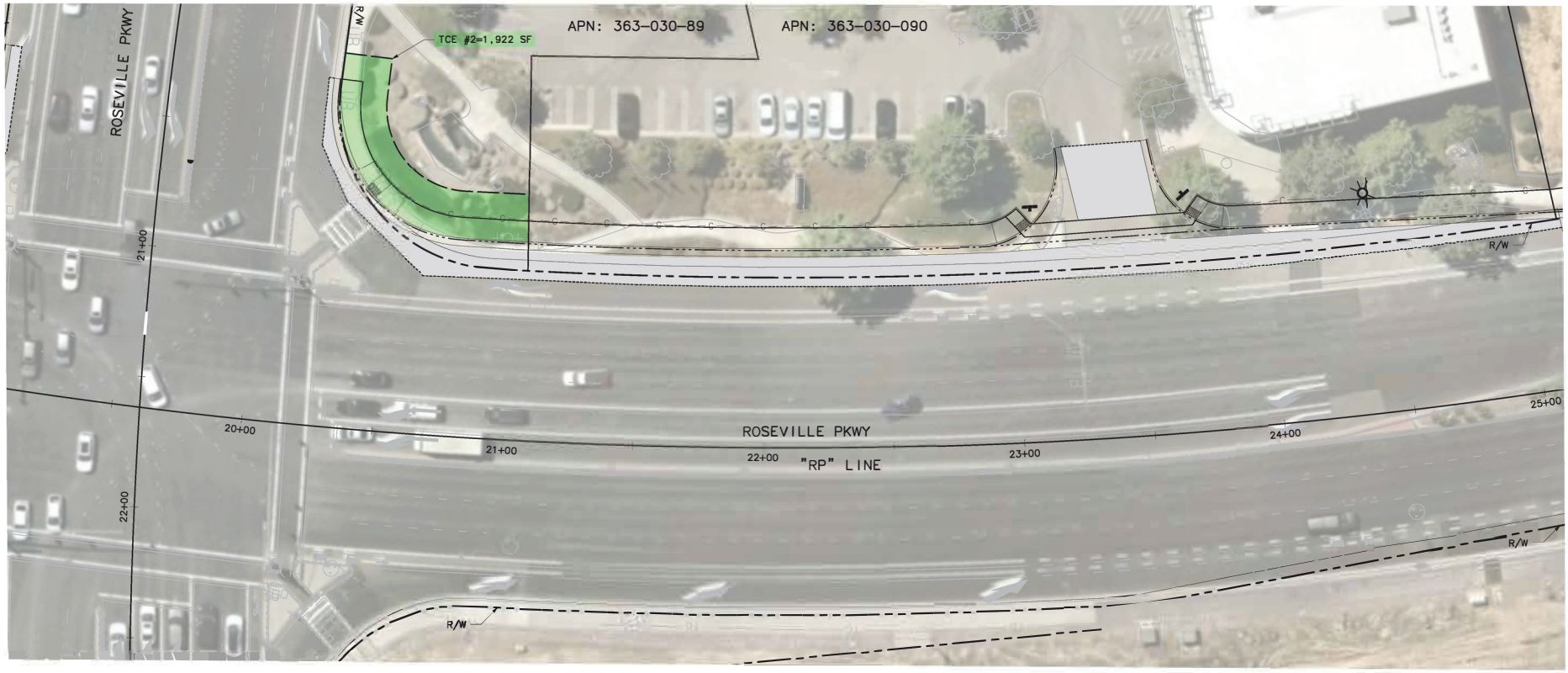
LEGEND

TEMPORARY CONSTRUCTION EASEMENT (TCE)

NEW PAVEMENT

PROPERTY LINE

APN	PROPERTY OWNER	ROW TYPE	AREA (SQ FT)
363-030-089	SOURCE INVESTMENTS LLC	TCE FOR CONSTRUCTION	1,922



GRAPHIC SCALE
1" = 20'

ROSEVILLE PARKWAY WIDENING
TCE EXHIBIT

CITY OF ROSEVILLE CALIFORNIA

MARK THOMAS

ATTACHMENT 3
TEMPORARY CONSTRUCTION EASEMENT
APN: 363-030-090

APN: 363-030-090

CITY OF ROSEVILLE
TEMPORARY CONSTRUCTION EASEMENT

SOURCE INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Grantors") grant to the City of Roseville, a municipal corporation ("Grantee") and the City's contractors, subcontractors, agents and employees a TEMPORARY CONSTRUCTION EASEMENT for purposes of constructing the Roseville Parkway Widening Project – Phase 1 ("Project").

This TEMPORARY CONSTRUCTION EASEMENT shall include, but is not limited to, Grantee's use of Grantors' property for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project over, upon and across all that real property located at 990 and 996 Pleasant Grove Blvd, Roseville, CA 95678 in the City of Roseville, County of Placer, State of California, depicted in Exhibit "A," attached hereto and made a part hereof.

This Temporary Construction Easement shall become effective on June 1, 2026 ("Effective Date") and shall terminate on December 1, 2027 ("Termination Date"), unless otherwise extended in writing by Grantors.

Grantee shall indemnify, defend, protect and hold Grantors harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with Grantee's construction activities on Grantors' property during the term of the TEMPORARY CONSTRUCTION EASEMENT granted herein. Grantee shall return Grantors' property to the like condition as at the commencement of the term of the TEMPORARY CONSTRUCTION EASEMENT as modified by the construction.

Grantee, including its contractors and agents, shall coordinate with Grantors in advance of any construction activity under this Temporary Construction Easement regarding the scope, timing, access, staging, storage, site maintenance, restoration, and cleanup. All work shall be conducted in a commercially reasonable manner to avoid disruption to ongoing business operations. The parties will work in good faith to resolve any construction-related issues that arise.

It is understood and agreed that upon said termination date and the physical restoration of the TEMPORARY CONSTRUCTION EASEMENT area, Grantee shall have no further obligation or liability in connection with said parcel.

[SIGNATURES ON FOLLOWING PAGE]

GRANTEE:
City of Roseville,
a municipal corporation

BY: _____
DOMINICK CASEY
City Manager
City of Roseville

GRANTORS:
Source Investments, LLC,
a California Limited Liability Company

BY: _____

PRINT NAME: Gregory Crousse

DATE: 4/27/2026

BY: _____

PRINT NAME: _____

DATE: _____

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
APN: 363-030-090

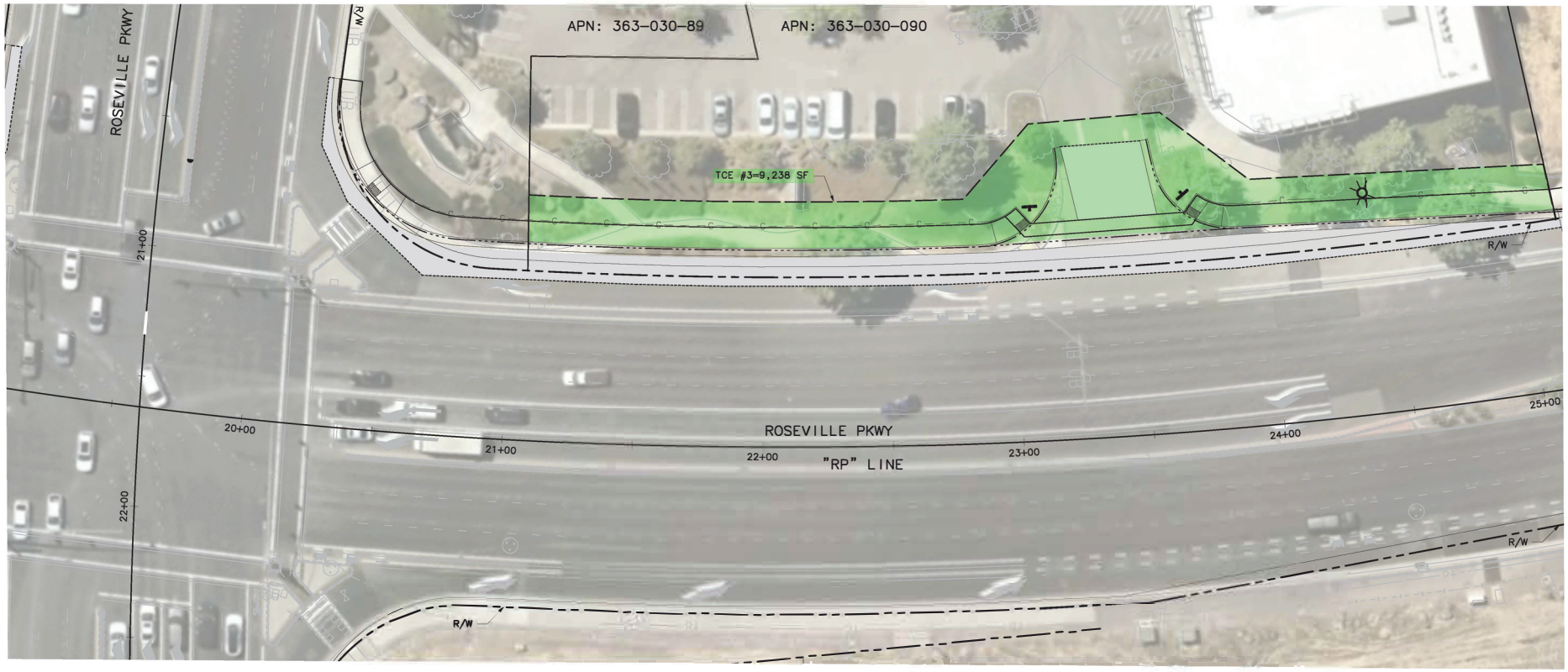
LEGEND

TEMPORARY CONSTRUCTION EASEMENT (TCE)

NEW PAVEMENT

PROPERTY LINE

APN	PROPERTY OWNER	ROW TYPE	AREA (SQ FT)
363-030-090	SOURCE INVESTMENTS LLC	TCE FOR CONSTRUCTION	9,238



GRAPHIC SCALE
1" = 20'

ROSEVILLE PARKWAY WIDENING
TCE EXHIBIT

CITY OF ROSEVILLE CALIFORNIA

MARK THOMAS

RESOLUTION NO. 26-248

APPROVING AN EASEMENT VARIANCE AND MODIFICATION AGREEMENT, BETWEEN THE CITY OF ROSEVILLE AND SOURCE INVESTMENTS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Source Investments, LLC "Owner" is the fee title owner of that certain real property located at 990 and 996 Pleasant Grove Boulevard, Roseville, California (the "Property"), designated as Placer County APNs 363-030-089 and 363-030-090; and

WHEREAS, the Property is subject to a recorded 35-foot landscaping easement fronting Pleasant Grove Boulevard, as set forth in Book 34, Page 132, of Parcel Maps, recorded on March 24, 2009, as Document No. 09-0023446, Official Records of Placer County" (the "Easement") in addition to the 50-foot landscape setback required by the Specific Plan; and

WHEREAS, as part of the City's Roseville Parkway Widening Project – Phase I (the "Project"), the City has acquired a portion of the Property within the easement area; and

WHEREAS, the Project will permanently reduce the depth of the required landscaping area from 50 feet to approximately 39 feet, and full restoration of the 50-foot width would eliminate 21 parking spaces and result in zoning noncompliance for the Property; and

WHEREAS, the parties desire to enter into this Agreement to formally acknowledge and record the permanent modification of the landscape setback requirement and establish that the reduced landscaping area is acceptable under City planning and zoning standards; and

WHEREAS, the Easement Variance and Modification Agreement, by and between the City of Roseville and Source Investments, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____
City Clerk

EXHIBIT “A”

EXHIBIT “B”

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
Source Investments, LLC
3379 Solano Avenue, Suite 525
Napa, California 94558

[Space above this line reserved for Recorder's use]

EASEMENT VARIANCE AND MODIFICATION AGREEMENT

This Easement Variance and Modification Agreement ("Agreement") is made and entered into this ___day of _____, 2026, by and between the City of Roseville, a municipal corporation ("City") and Source Investments, LLC, a California limited liability company ("Owner").

RECITALS

A. Owner is the fee title owner of that certain real property located at 990 and 996 Pleasant Grove Boulevard, Roseville, California (the "Property"), designated as Placer County APNs 363-030-089 and 363-030-090.

B. The Property is subject to a recorded 35-foot landscaping easement fronting Pleasant Grove Boulevard, as set forth in Book 34, Page 132, of Parcel Maps, recorded on March 24, 2009, as Document No. 09-0023446, Official Records of Placer County" (the "Easement"). In addition, the Specific Plan requires a 50-foot landscape setback.

C. As part of the City's Roseville Parkway Widening Project – Phase I (the "Project"), the City has acquired, through voluntary acquisition or eminent domain, a portion of the Property within the easement area.

D. The Project will permanently reduce the depth of the required landscaping area from 50 feet to approximately 39 feet, and full restoration of the 50-foot width would eliminate 21 parking spaces and result in zoning noncompliance for the Property.

E. The parties desire to enter into this Agreement to formally acknowledge and record the permanent modification of the landscape setback requirement and establish that the reduced landscaping area is acceptable under City planning and zoning standards.
NOW, THEREFORE, the parties agree as follows:

1. Modification of Easement. The landscaping easement described above is hereby modified to reduce its required depth from 50 feet to approximately 39 feet for that portion impacted by the Project, as shown on Exhibit A attached hereto.

2. Acknowledgment of Compliance. The City agrees that the reduction in landscaping buffer as a result of the Project shall not cause the Property to be in violation of any applicable zoning, setback, or landscaping requirements.

3. Covenant Not to Enforce. The City covenants and agrees not to enforce or require compliance with the original 50-foot landscape setback requirement as to the portion reduced by the Project.

4. Binding Effect. This Agreement shall run with the land and bind the successors and assigns of the parties.

5. Recordation. This Agreement shall be recorded in the Official Records of Placer County concurrently with the recordation of the Grant Deed and Temporary Construction Easement.

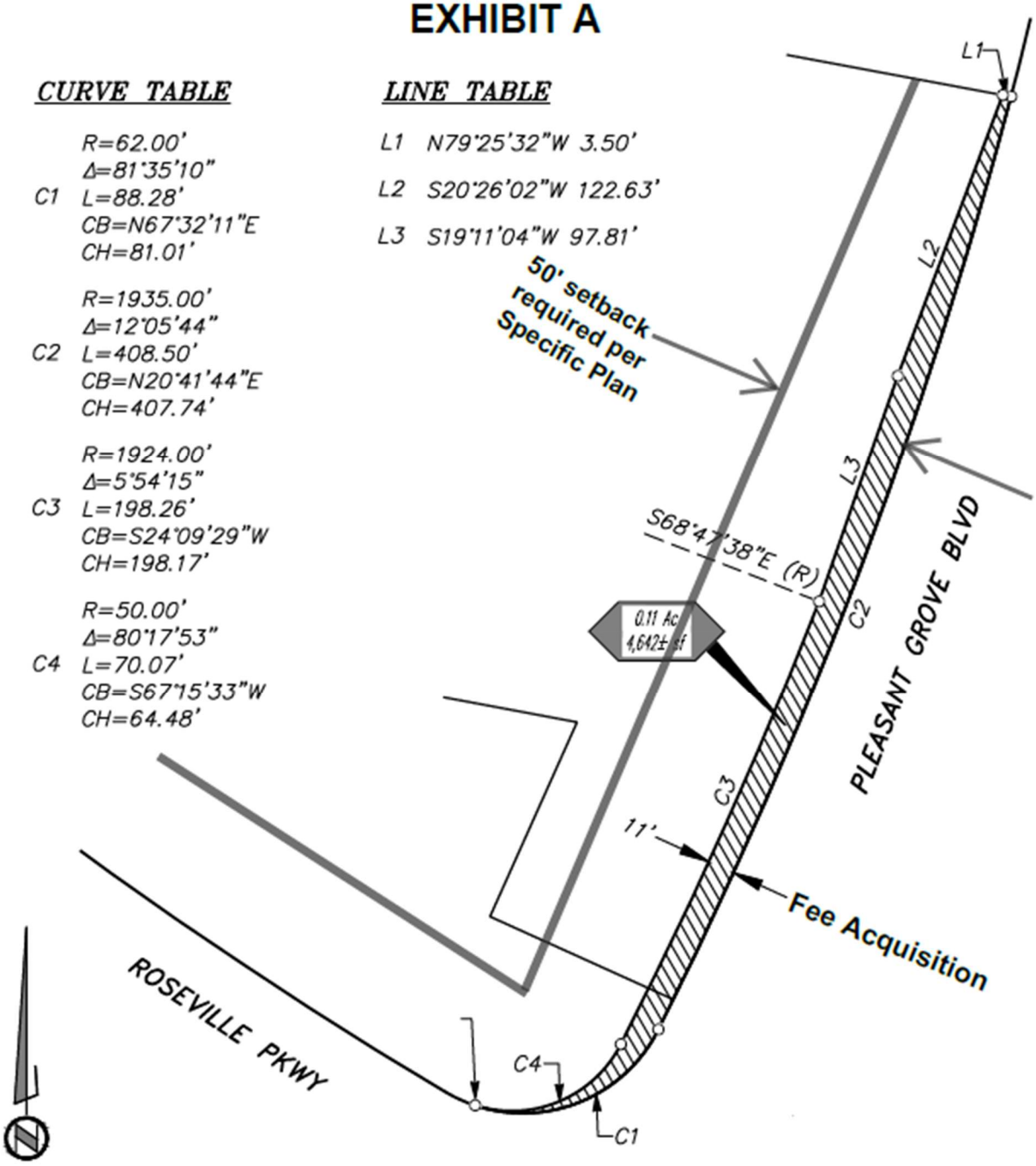
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF ROSEVILLE	OWNER: SOURCE INVESTMENTS, LLC
By: _____	By: _____
Name: _____	Name: Gregory Crouse
Title: _____	Title: Manager LLC

[Attach Notary Acknowledgments]

Thomas F. Noon, jr.
- Notary Public

EXHIBIT A


CURVE TABLE
R=62.00'
Δ=81°35'10"
C1 L=88.28'
CB=N67°32'11"E
CH=81.01'
R=1935.00'
Δ=12°05'44"
C2 L=408.50'
CB=N20°41'44"E
CH=407.74'
R=1924.00'
Δ=5°54'15"
C3 L=198.26'
CB=S24°09'29"W
CH=198.17'
R=50.00'
Δ=80°17'53"
C4 L=70.07'
CB=S67°15'33"W
CH=64.48'
LINE TABLE
L1 N79°25'32"W 3.50'
L2 S20°26'02"W 122.63'
L3 S19°11'04"W 97.81'
50' setback required per Specific Plan
S68°47'38"E (R)
0.11 Ac
4,642± sf
11'
Fee Acquisition
PLEASANT GROVE BLVD
ROSEVILLE PKWY
L1
L2
L3
C1
C2
C3
C4

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of CONTRA COSTA } ss.

On APRIL 27, 2026 before me, Thomas F. Noon, Jr., a Notary Public, personally appeared

GREGORY CROUSE,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is / are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

THOMAS F. NOON JR
COMM. #2435068
Notary Public - California
Contra Costa County
My Comm. Expires Feb. 13, 2027

Thomas F. Noon, Jr. – Notary Public

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

Document Title: Easement Variance and Modification Agreement

Document Date: 4/27/26 Total Pages including this page 1

Capacity: ___Individual ___Corporate Officer ___Attorney-In-Fact
_/_Partner ___Trustee ___Other

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.13
File #: 0203-13
Item ID: 2026-320

Title:	Zero Emission Charge Depot Project Phase 2 - Contract Purchase Agreement
Contact:	Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

SUMMARY

Staff recommends awarding a contract purchase agreement with Vasko Electric Inc. in the amount of $292,013, plus 15% change order authority, for the installation of Electric Vehicle Charging Stations for the Zero Emissions Charge Depot, Phase 2. This phase includes the remaining level 2 chargers required to fully support the City's light-duty fleet at the Roseville Corporation yard. Funding for this work was allocated in Fiscal Year (FY) 2025-26 in the Corporation Yard Charge Depot - Light Duty - Phase 2 project budget, funded by the Fleet Operations Fund. No General Fund resources are being used for this project. This investment represents a continued, strategic advancement of the City's long-term fleet electrification goals and ensures the necessary infrastructure is in place to reliably support zero-emission operations.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the award of a Contract Purchase Agreement (3005440) to Vasko Electric Inc. for the Zero Emission Charge Depot Project Phase 2, and authorize the City Manager to execute it on behalf of the City of Roseville.
Staff further requests that the City Council authorize the City Manager, or designee, to approve change orders consistent with the contract terms, provided that the cumulative total of all change orders does not exceed fifteen percent (15%) of the original contract amount. This authority ensures efficient project delivery while maintaining appropriate fiscal oversight and accountability.

BACKGROUND

The California Air Resources Board (CARB) adopted the Innovative Clean Transit (ICT) regulation in December 2018 and the Advanced Clean Fleets (ACF) regulation in April 2023. These landmark regulations require public agencies to progressively transition to a 100 percent zero-emission vehicle (ZEV) fleet. Together, these policies establish a clear statewide framework supporting the long-term decarbonization of public transit and municipal fleet operations.

In alignment with these requirements and anticipating future fleet needs, the City Council accepted the Roseville Transit Zero-Emission Business Plan on May 20, 2020. The Zero Emission Bus and Fleet Depot (ZEBD) project was identified as a critical infrastructure investment necessary to support the deployment of electric buses and the broader electrification of the City's fleet.

The completed Phase 1 of the ZEBD project was successfully delivered through a diverse funding strategy, including Local Transportation Funds, Electric Funds, Air Quality Mitigation Funds, the Low Carbon Transit Operations Program, Placer County Air Pollution Control District grants, and American Rescue Plan Act funding. This collaborative funding approach demonstrates the City's strong commitment to leveraging external and restricted funding sources to advance sustainability initiatives while minimizing General Fund impact.

Phase 1 of the ZEBD project converted existing land use by replacing 45 light-duty vehicle parking spaces and adjacent turf areas with a modernized facility that includes 30 bus stalls and 72 light-duty parking spaces. Within this scope, nine bus stalls and ten light-duty parking stalls were equipped as part of the initial electrification infrastructure. This phase established the foundation for a scalable, future-ready electrification depot that supports both transit and municipal fleet operations.

In April 2026, Request for Proposals (RFP) No. 15-128 was issued via Public Purchase to solicit qualified contractors for the next critical step in the City's phased electrification strategy. The RFP included one primary component:

1. Base Bid (Phase 2): Installation of 37 Level 2 charging stations to expand operational readiness for the City's fleet vehicles.

The proposed contract purchase agreement represents the scope of work requested in RFP No. 15-128 for phase 2, focusing on completing the remaining level 2 charging infrastructure. This final phase will provide comprehensive charging capacity to support current operations and future fleet growth. This investment, funded through the Fleet Operations Fund, ensures the City remains well-positioned to meet ACF compliance requirements while maintaining operational reliability, service continuity, and long-term sustainability goals.

FISCAL IMPACT

Funding for this work was allocated in FY2025-26 in the Corporation Yard Charge Depot - Light Duty - Phase 2 project budget, funded by the Fleet Operations Fund. No General Fund resources are being used for this project.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of an existing facility and condition of the land. It also involves the construction of a limited number of small facilities. This project qualifies as a Class 1, Class 3 and Class 4 Exemptions as described in Section 15301, 15303 and 15304 of the California Environmental Quality Act (CEQA). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
6. Deliver exceptional City services
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Brandy LeBeau, Public Works Manager

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 26-196

2. CPA 3005440 - Vasko Electric Inc
3. Notice of Intent to Award
4. CEQA Exemption

REVIEWERS:

Brandy LeBeau, Public Works Department - Fleet	Created/Initiated - 5/27/2026
Brandy LeBeau, Public Works Department - Fleet	Approved - 5/27/2026
Jason Shykowski, Public Works Department - All	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/1/2026
Katrina Six, City Clerk Department	Approved - 6/1/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/1/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

RESOLUTION NO. 26-196

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND VASKO ELECTRIC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005440) for the Zero Emission Charge Depot Project (Phase 2), by and between the City of Roseville and Vasko Electric, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders, consistent with the contract terms, provided that the net cost of all change orders shall not exceed fifteen percent (15%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005440

Supplier Details:

Company	Vasko Electric Inc
Contact	Vince Linarez
Address	4300 Astoria St
	Sacramento, CA 95838

Submit your response to:

Company	City of Roseville
Contact	Tiffany Valdez
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1109
Fax	(916) 746-1115
E-mail	TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005440

Agreement	**3005440**
Agreement Date	**20-MAY-2026**
Revision	**0**
Agreement Amount	**292,013.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Vasko Electric Inc
4300 Astoria St

Sacramento, CA 95838
Phone: (916) 568-7700
Fax: (916) 568-7713
Email: vincel@vasko.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #15-128 AND CONTRACTOR'S PROPOSAL THERETO TITLED VASKO ELECTRIC INC PROPOSAL: CITY OF ROSEVILLE RFP #15-128 ZERO EMISSIONS CHARGE DEPOT – PHASE 2 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #15-128 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: EXECUTED AGREEMENT
END DATE: FINAL PAYMENT

PLEASE CONTACT BRANDY LEBEAU AT 916-774-5531 OR BY EMAIL AT BLEBEAU@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10717	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Tiffany Valdez Phone **1-916-746-1109**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Docusign Envelope ID: A45FA41A-4E6C-82C4-82DA-F0A893ED8CF1

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management

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and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

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11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
21. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended,

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declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00500658

Contractor License No. 471434

DIR Registration No. 1000002164

Check mark the applicable company type below:

__X__ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/16/26 JS

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: X
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors**.

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

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Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	DocuSigned by: Andrew Vasko E76CB7513C1C4E7...
COMPANY NAME	Vasko Electric Inc.
DATE	5/27/2026

Asbestos
Rev 01/16/19

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Supplier

Signature: DocuSigned by: Andrew Vasko E76CB7513C1C4E7...

Print Name: Andrew Vasko

Title: VP/Secretary

Date: 5/27/2026

Supplier

Signature: DocuSigned by: Darryl Vasko B7166626876242E...

Print Name: Darryl Vasko

Title: President

Date: 5/27/2026

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

311 Vernon Street
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

Date: May 18, 2026

To: All bidders, concerning the **Request for Proposal # 15-128 - Zero Emissions Charge Depot - Phase 2)**

From: Public Works - Fleet Services

Subject: Notice of Intent to Award

Regarding the **Zero Emissions Charge Depot - Phase 2 Project**, for which the Request for Proposal was released on April 9, 2026 and for which bids were received, by the City Clerk's office on May 13, 2026; a most qualified firm has been determined.

The City has determined **Vasko Electric** to be the more qualified bidder and intends to recommend City Council approval of a Contract Purchase Agreement at the first available City Council meeting.

CITY OF ROSEVILLE CALIFORNIA

Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: City of Roseville Zero Emissions Bus Depot

Project Location: City of Roseville Corporation Yard, 2005 Hilltop Circle, Roseville CA, 95747 (APN 473-110-009-000)

Project Description: The City of Roseville proposes to construct the project on 1.77 acres at the existing Corporation Yard, at 2005 Hilltop Circle, in Roseville. The project will replace an existing landscaped area (primarily comprised of irrigated turf) and 45 asphalt paved parking stalls, with 30 electrified bus parking spaces and 72 new electrified parking stalls. New utility trenching will be required to connect to existing electric and drainage infrastructure. New electrical infrastructure includes 2 new transformers, and 2 new switchgear. Landscape removed will include grass, shrubbery, and non-protected trees.

Public Agency Approving Project: Roseville City Council

Agency Carrying Out Project: Roseville Public Works Department

Reason why this Project is Exempt: This project qualifies for Class 1, Class 3, and Class 4 Exemptions as described in Section 15301, 15303 and 15304 of the California Environmental Quality Act (CEQA) Guidelines which states:

"Class 1 consists of...minor alteration of existing public...facilities...involving negligible or no expansion of use beyond that previously existing...examples include but are not limited to: (b) Existing facilities of...publicly-owned utilities used to provide electric power... or other public utility services...involving negligible or no expansion of existing or former use."

"Class 3 consists of construction and location of limited numbers of new, small facilities or structures... examples of this exemption include but are not limited to: (e) Accessory (appurtenant) structures...."

"Class 4 consists of...minor alteration in the condition of the land...including minor trenching and backfilling where the surface is restored,...and which will not remove healthy, mature scenic trees.

The project involves modification to an existing facility located within the City's Corporation Yard. The Project will not result in expansion of use, or include removal of protected trees, therefore the Class 1, Class 3 and Class 4 Exemptions are applicable to the proposed project.

Lead Agency Contact Person: Daniel Lierly, Roseville Public Works Department, 311 Vernon Street, Roseville, CA 95678 (916) 746-1376.

Signature: _____ **Date:** January 26, 2022
Terri Shirhall, Environmental Coordinator

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.14
File #: 0705
Item ID: 2026-437

Title:	School Crossing Guards for Roseville City School District - Memorandum of Understanding
Contact:	Suzanne Engelke 916-746-1289 sengelke@roseville.ca.us

SUMMARY

Staff recommends approval of a Memorandum of Understanding with Roseville City School District for reimbursement of three school crossing guards for $27,900 in 2026-27, $28,800 in 2027-28, and $29,700 in 2028-29 school years. Funding is included in the Public Works/Alternative Transportation budget. No General Fund resources are used for this service.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a Memorandum of Understanding (MOU) between the City of Roseville and the Roseville City School District regarding School Crossing Guard Services and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

Roseville's Alternative Transportation Division of Public Works assigns school crossing guards (SGC) to elementary and middle schools where traffic studies indicate a SCG is needed. SCGs escort children across designated intersections, observe and report traffic violations, promote and enforce safety procedures for pedestrians and bicyclists, and survey designated areas for potential hazards to students' health and welfare. The Alternative Transportation Division pays the salary and benefits of SCGs.

In some instances, traffic studies may show a SCG is not fully warranted for a location. However, City staff and the school district may agree it is beneficial to place an SGC at a location. This MOU would facilitate 50% salary and benefit annual reimbursement from the school district for each SCG placed at a location that did not fully warrant one.

FISCAL IMPACT

Local Transportation Funds pay for SCG salary and benefits, training, and equipment. To partially offset the City's operational costs, the district has agreed to pay 50% of salary and benefits costs for SCGs at locations that do not fully warrant a SCG.

The district has agreed to pay:

2026-2027 school year: 3 SGC = $27,900

2027-2028 school year: 3 SCG = $28,800

2028-2029 school year: 3 SCG = $29,700

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of an MOU for School Crossing Guards meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Suzanne Engelke, Associate Transportation Planner

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 26-234
2. Memorandum of Understanding

REVIEWERS:

Suzanne Engelke, Public Works Department - Transportation	Created/Initiated - 5/14/2026
Ed Scofield, Public Works Department - Transportation	Approved - 5/14/2026
Jason Shykowski, Public Works Department - All	Approved - 5/18/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-234

APPROVING A MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding regarding school crossing guard services, by and between the City of Roseville and the Roseville City School District, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Memorandum of Understanding is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day of _____, 20___, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND THE
ROSEVILLE CITY SCHOOL DISTRICT
REGARDING SCHOOL CROSSING GUARDS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville City School District, a public school district ("DISTRICT"); and

W I T N E S S E T H:

WHEREAS, DISTRICT desires the City of Roseville ("COR") to assign School Crossing Guards ("SCGs") to school campuses to assist DISTRICT in providing its pupils with a safe and secure route to and from school; and

WHEREAS, DISTRICT is willing to partially compensate CITY for CITY's operational costs in providing the SCGs;

WHEREAS, CITY is willing to provide the SCGs to perform crossing guard duties in support of its safety goals; and

WHEREAS, any and all prior MOUs or agreements between CITY and DISTRICT are hereby repealed and replaced by this MOU.

NOW, THEREFORE, the parties agree as follows:

1. Crossing Guard Services.

a. CITY will provide as warranted one SCG to perform regular crossing guard duties near Thomas Jefferson Elementary School, one SCG near Vencil Brown Elementary School and Buljan Middle School, one SCG near Riego Creek Elementary School and Chilton Middle School, and other schools as needed during the schools' 2026-2027, 2027-2028, and 2028-2029 school calendars on student days of attendance. SCG hours are 30-40 minutes before school start time and 30-40 minutes after school dismissal for normal hours of operation, typically defined as 7:10 a.m. to 8:05 a.m. and 1:55 p.m. to 2:30 p.m. on student days of operation; subject, however, to the availability of the SCGs as determined by CITY as set forth in subsection (c).

b. The scope of work of the SCGs shall be limited to those duties as described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference. Services to be performed by the SGCs will be at the specified crossing sites near the school as determined by traffic counts performed by the CITY.

c. For purposes of this MOU, "availability" shall be in the sole determination of the CITY Safe Route to Schools Coordinator, or his/her designated representative, taking into consideration any factors including, without limitation, the health of the SCG, vacations, and staff shortage. However, in specific instances of a SGC taking a leave of absence for more than one week, another available school crossing guard will be assigned temporarily to the applicable school during such leave. CITY will communicate with and notify school site administration as soon as possible when a SCG will not be available on a student day of attendance. CITY shall advise the SCGs to take into consideration the school vacation calendar when scheduling time off.

d. The parties agree that CITY retains control over assignments, wages and other terms and conditions of employment by CITY of the SCGs. DISTRICT acknowledges that the SCGs are held to the requirements of the law and CITY policy. DISTRICT agrees that it shall not have authority to direct the SCG's activities. DISTRICT will immediately notify the CITY of any concerns regarding the SGCs.

2. DISTRICT Payment.

a. It is understood and agreed by DISTRICT and CITY that DISTRICT will pay CITY less than full time cost of providing the SGCs. Actual payment could fluctuate if additional SCGs are requested or required than what is listed below. To partially offset CITY's operational budget costs in providing SGCs for the 2026-2027 through 2028-2029 school years, DISTRICT shall pay CITY the following:

1. 2026-2027: three (3) SGCs at nine thousand, three hundred dollars ($9,300) each for a total of twenty-seven thousand, nine hundred dollars ($27,900).

2. 2027-2028: three (3) SGCs at nine thousand, six hundred dollars ($9,600) each for a total of twenty-eight thousand, eight hundred dollars ($28,800).

3. 2028-2029: three (3) SGCs at nine thousand, nine hundred dollars ($9,900) each for a total of twenty-nine thousand, seven hundred dollars ($29,700).

b. If CITY receives additional funding from a Federal or State agency to be used to address school safety, the DISTRICT's payment may be negotiated at the DISTRICT's request.

3. Term of Agreement. This MOU shall commence upon execution and expire on June 30, 2029, unless terminated earlier in accordance with this MOU. The parties may elect to

extend the MOU and may negotiate the term of any optional renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

4. Indemnification. Each party shall defend, indemnify, and hold harmless from liability the other party, its officers, agents, and employees of and from all claims, damages, costs, liabilities, or expenses which any of them shall become obligated to pay by reason of liability imposed by law because of injury to or death of persons or damage to property caused or resulting from or arising out of the party's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this MOU, except those matters arising from the other party's sole or active negligence. The parties intend that this provision shall be broadly construed.

5. Insurance. Each party hereto shall procure and maintain insurance policies or self-insurance programs to fund their respective liabilities under this MOU. CITY and DISTRICT agree to maintain the following coverages during the term of this MOU:

COVERAGE	LIMITS OF LIABILITY
Workers Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate

Each party shall submit a certificate evidencing such coverage in a form satisfactory to the other party. Each party shall also provide a separate endorsement form or section of the policy showing the other party, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation.

6. Governing Agreement. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

7. Assignment. This MOU and the rights and duties hereunder shall not be assigned in whole or in part without the express written consent of the parties.

8. Independent Capacity. For purposes of this MOU, CITY and DISTRICT shall each act in an independent capacity and not as officers, employees or agents of the other. Nothing in this MOU establishes, constitutes or will be construed as establishing or constituting a partnership, agency or employment relationship between CITY and DISTRICT. SCGs providing services under this MOU shall remain the employees of CITY, and shall not be employees of DISTRICT. CITY shall retain full authority to direct and control the activities of the SCGs and supervise and discipline the SCGs in accordance with CITY policies and procedures.

9. No Liability for Other Party's Employees. Each party shall assume responsibility and liability for the acts of its own employees in connection with the performance of their official duties under this MOU. For tort liability purposes, neither party shall be considered the agent of the other party. Each party shall be liable, if at all, only for the torts of its own personnel that occur within the scope of their official duties and for which liability may be imposed under the law.

10. No Third Party Beneficiary. The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

11. Termination of Agreement. Either party may terminate this Agreement by giving the other party one (1) years advance written notice. In the event of termination, CITY shall be paid for all work performed to the date of termination, on a prorated basis.

12. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this MOU or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this MOU shall be brought in Placer County, California, regardless of where else venue may lie. This MOU shall be governed by and construed in accordance with the laws of the State of California.

13. Modification. This MOU and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

14. Severability. If any of the provisions contained in this MOU are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the MOU as a whole.

15. Notices. Any notices to parties required by this MOU shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	DISTRICT
Jason Shykowski Public Works Director City of Roseville 311 Vernon Street. Roseville, CA 95678	Derk Garcia Superintendent Roseville City School District 1050 Main Street Roseville, CA 95678

Either party may amend its address for notice by giving notice to the other party in writing.

16. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this MOU in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and DISTRICT has caused this MOU to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ROSEVILLE CITY SCHOOL DISTRICT, a public school district

BY: _____
DERK GARCIA
Superintendent

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Stefanie A. Kemen Digitally signed by Stefanie A. Kemen Date: 2026.05.14 12:12:15 -07'00' for
JASON SHYKOWSKI
Public Works Director

EXHIBIT "A"

School Crossing Guard Scope of Work

To perform duties related to escorting children across roadway intersections.

- Escort children across designated intersections.
- Observe and report traffic violations.
- Promote and enforce safety procedures for pedestrians and bicyclists; survey designated area for potential hazards to the children's health and welfare.
- Direct traffic in emergency situations.
- Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.
- Perform related duties as assigned.

Communication

Meeting Date: 6/17/2026
Item #: VII.15
File #: 0705
Item ID: 2026-438

Title:	School Crossing Guards for Dry Creek Joint Elementary School District - Memorandum of Understanding
Contact:	Suzanne Engelke 916-746-1289 sengelke@roseville.ca.us

SUMMARY

Staff recommends approval of a Memorandum of Understanding with Dry Creek Elementary School District for reimbursement of one school crossing guard in the amount of $9,300 for 2026-27, $9,600 for 2027–28, and $9,900 for 2028–29 school years. Funding is included in the Public Works/Alternative Transportation budget. No General Fund resources are used for this service.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a Memorandum of Understanding with the Dry Creek Joint Elementary School District for School Crossing Guard Services and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

Roseville's Alternative Transportation Division of Public Works assigns school crossing guards (SGC) to elementary and middle schools where traffic studies indicate a SCG is needed. SCGs escort children across designated intersections, observe and report traffic violations, promote and enforce safety procedures for pedestrians and bicyclists, and survey designated areas for potential hazards to students' health and welfare. The Alternative Transportation Division pays the salary and benefits of SCGs.

In some instances, traffic studies may show a SCG is not fully warranted for a location. However, City staff and the school district may agree it is beneficial to place an SGC at a location. This MOU would facilitate 50% salary and benefit annual reimbursement from the school district for each SCG placed at a location that did not fully warrant one.

FISCAL IMPACT

Local Transportation Funds pay for SCG salary and benefits, training, and equipment. To partially offset the City's operational costs, the district has agreed to pay 50% of salary and benefits costs for SCGs at locations that do not fully warrant a SCG.

The district has agreed to pay:

2026-2027 school year: 1 SGC = $9,300

2027-2028 school year: 1 SCG = $9,600

2028-2029 school year: 1 SCG = $9,900

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of an MOU for School Crossing Guards meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Suzanne Engelke, Associate Transportation Planner

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 26-235
2. Memorandum of Understanding

REVIEWERS:

Suzanne Engelke, Public Works Department - Transportation	Created/Initiated - 5/14/2026
Ed Scofield, Public Works Department - Transportation	Approved - 5/14/2026
Jason Shykowski, Public Works Department - All	Approved - 5/26/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-235

APPROVING A MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding regarding school crossing guard services, by and between the City of Roseville and the Dry Creek Joint Elementary School District, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Memorandum of Understanding is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day of _____, 20___, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND THE
DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT
REGARDING SCHOOL CROSSING GUARDS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and the Dry Creek Joint Elementary School District, a public school district ("DISTRICT"); and

W I T N E S S E T H:

WHEREAS, DISTRICT desires the City of Roseville ("COR") to assign School Crossing Guards ("SCGs") to school campuses to assist DISTRICT in providing its pupils with a safe and secure route to and from school; and

WHEREAS, DISTRICT is willing to partially compensate CITY for CITY's operational costs in providing the SCGs;

WHEREAS, CITY is willing to provide the SCGs to perform crossing guard duties in support of its safety goals; and

WHEREAS, any and all prior MOUs or agreements between CITY and DISTRICT are hereby repealed and replaced by this MOU.

NOW, THEREFORE, the parties agree as follows:

1. Crossing Guard Services.

a. CITY will provide as warranted one SCG to perform regular crossing guard duties near Coyote Ridge Elementary School and other schools as needed during the schools' 2026-2027, 2027-2028, and 2028-2029 school calendars on student days of attendance. SCG hours are 30-40 minutes before school start time and 30-40 minutes after school dismissal for normal hours of operation, typically defined as 8:15 a.m. to 8:45 a.m. and 2:50 p.m. to 3:25 p.m. on student days of operation; subject, however, to the availability of the SCGs as determined by CITY as set forth in subsection (c).

b. The scope of work of the SCGs shall be limited to those duties as described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference. Services to be performed by the SGCs will be at the specified crossing sites near the school as determined by traffic counts performed by the CITY.

c. For purposes of this MOU, "availability" shall be in the sole determination of the CITY Safe Route to Schools Coordinator, or his/her designated representative, taking into consideration any factors including, without limitation, the health of the SCG, vacations, and staff shortage. However, in specific instances of a SGC taking a leave of absence for more than one week, another available school crossing guard will be assigned temporarily to the applicable school during such leave. CITY will communicate with and notify school site administration as soon as possible when a SCG will not be available on a student day of attendance. CITY shall advise the SCGs to take into consideration the school vacation calendar when scheduling time off.

d. The parties agree that CITY retains control over assignments, wages and other terms and conditions of employment by CITY of the SCGs. DISTRICT acknowledges that the SCGs are held to the requirements of the law and CITY policy. DISTRICT agrees that it

shall not have authority to direct the SCG's activities. DISTRICT will immediately notify the CITY of any concerns regarding the SGCs.

2. DISTRICT Payment.

a. It is understood and agreed by DISTRICT and CITY that DISTRICT will pay CITY less than full time cost of providing the SGCs. Actual payment could fluctuate if additional SCGs are requested or required than what is listed below. To partially offset CITY's operational budget costs in providing SGCs for the 2026-2027 through 2028-2029 school years, DISTRICT shall pay CITY the following:

1. 2026-2027: one (1) SGC at nine thousand, three hundred dollars ($9,300) each for a total of nine thousand, three hundred dollars ($9,300).

2. 2027-2028: one (1) SGC at nine thousand, six hundred dollars ($9,600) each for a total of nine thousand, six hundred dollars ($9,600).

3. 2028-2029: one (1) SGC at nine thousand, nine hundred dollars ($9,900) each for a total of nine thousand, nine hundred dollars ($9,900).

b. If CITY receives additional funding from a Federal or State agency to be used to address school safety, the DISTRICT's payment may be negotiated at the DISTRICT's request.

3. Term of Agreement. This MOU shall commence upon execution and expire on June 30, 2029, unless terminated earlier in accordance with this MOU. The parties may elect to extend the MOU and may negotiate the term of any optional renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

4. Indemnification. Each party shall defend, indemnify, and hold harmless from

liability the other party, its officers, agents, and employees of and from all claims, damages, costs, liabilities, or expenses which any of them shall become obligated to pay by reason of liability imposed by law because of injury to or death of persons or damage to property caused or resulting from or arising out of the party's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this MOU, except those matters arising from the other party's sole or active negligence. The parties intend that this provision shall be broadly construed.

5. Insurance. Each party hereto shall procure and maintain insurance policies or self-insurance programs to fund their respective liabilities under this MOU. CITY and DISTRICT agree to maintain the following coverages during the term of this MOU:

COVERAGE	LIMITS OF LIABILITY
Workers Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate

Each party shall submit a certificate evidencing such coverage in a form satisfactory to the other party. Each party shall also provide a separate endorsement form or section of the policy showing the other party, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation.

6. Governing Agreement. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

7. Assignment. This MOU and the rights and duties hereunder shall not be assigned in whole or in part without the express written consent of the parties.

8. Independent Capacity. For purposes of this MOU, CITY and DISTRICT shall each act in an independent capacity and not as officers, employees or agents of the other. Nothing in this MOU establishes, constitutes or will be construed as establishing or constituting a partnership, agency or employment relationship between CITY and DISTRICT. SCGs providing services under this MOU shall remain the employees of CITY, and shall not be employees of DISTRICT. CITY shall retain full authority to direct and control the activities of the SCGs and supervise and discipline the SCGs in accordance with CITY policies and procedures.

9. No Liability for Other Party's Employees. Each party shall assume responsibility and liability for the acts of its own employees in connection with the performance of their official duties under this MOU. For tort liability purposes, neither party shall be considered the agent of the other party. Each party shall be liable, if at all, only for the torts of its own personnel that occur within the scope of their official duties and for which liability may be imposed under the law.

10. No Third Party Beneficiary. The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

11. Termination of Agreement. Either party may terminate this Agreement by giving the other party one (1) years advance written notice. In the event of termination, CITY shall be paid for all work performed to the date of termination, on a prorated basis.

12. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this MOU or the performance thereof, the prevailing

party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this MOU shall be brought in Placer County, California, regardless of where else venue may lie. This MOU shall be governed by and construed in accordance with the laws of the State of California.

13. Modification. This MOU and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

14. Severability. If any of the provisions contained in this MOU are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the MOU as a whole.

15. Notices. Any notices to parties required by this MOU shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	DISTRICT
Jason Shykowski Public Works Director City of Roseville 311 Vernon Street. Roseville, CA 95678	James Ferguson Assistant Superintendent Dry Creek Joint Elementary School District 8849 Cook Riolo Road Roseville, CA 95747

Either party may amend its address for notice by giving notice to the other party in writing.

16. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this MOU in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and DISTRICT has caused this MOU to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT, a public school district

BY: _____
Cliff De Graw
Superintendent

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Stefanie A. Kemen Digitally signed by Stefanie A. Kemen Date: 2026.05.14 12:40:32 -07'00' for _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT "A"

School Crossing Guard Scope of Work

To perform duties related to escorting children across roadway intersections.

- Escort children across designated intersections.
- Observe and report traffic violations.
- Promote and enforce safety procedures for pedestrians and bicyclists; survey designated area for potential hazards to the children's health and welfare.
- Direct traffic in emergency situations.
- Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.
- Perform related duties as assigned.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.16
File #: 0721 & 0201-01
Item ID: 2026-407

Title:	Bus Shelter Improvement Project - Budget Adjustment
Contact:	Zachary Presley 916-774-5365 zpresley@roseville.ca.us

SUMMARY

Staff recommends approval of a budget adjustment in the amount of $232,505 in the Transit Fund to add State of Good Repair funding, provided by the state, to the Bus Shelter Improvement project. The project will replace existing shelters that have exceeded their useful life, while also installing new shelters at locations served by the City's expanded bus route network. There will be no impact on the General Fund as a result of this project.

RECOMMENDATION

Staff recommends that the City Council adopt an ordinance approving a budget adjustment in the amount of $232,505 to add State of Good Repair funding to the Bus Shelter Improvement project.

BACKGROUND

The Bus Shelter Improvement Project was initially approved during the FY2025-26 budget cycle to update, replace, and modernize bus shelters throughout Roseville. The project will primarily focus on replacing existing shelters that have exceeded their useful life, while also installing new shelters at locations served by the City's expanded bus route network.

The Placer County Transportation Planning Agency (PCTPA) is nearing completion of a regional bus shelter assessment that identifies the standard level of amenities to be included in these replacements. The revised project budget will support the improvement, replacement, or installation of at least 40 bus shelters throughout the City, including key transfer stations.

FISCAL IMPACT

The project was initially funded with $1,116,250 of SB125 funding through the California State Transit Agency (CalSTA). This budget adjustment will add $232,505 of State of Good Repair (SGR) funding which is being provided by the state. The total budget for this project will increase from $1,116,250 to $1,348,755. There will be no impact on the General Fund as a result of this project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Zachary Presley, Assistant Transportation Planner

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Ordinance 7076

REVIEWERS:

Zachary Presley, Public Works Department - Transportation	Created/Initiated - 5/27/2026
Ed Scofield, Public Works Department - Transportation	Approved - 5/27/2026
Jason Shykowski, Public Works Department - All	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/1/2026
Katrina Six, City Clerk Department	Approved - 6/1/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/1/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/4/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

ORDINANCE NO. 7076

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for the Bus Shelter Improvement Project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Ed Scofield / Alternative Transportation Manager	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Kimberly Goulet / Transportation Grants Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Public Works / Alternative Transportation		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	6587	84001	500466	232,505	Increase Capital expense to match grant funding
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				232,505	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	4426	84001	500466	232,505	Increase State Grants revenue to match SGR grant funding
REVENUES/TRANSFERS IN TOTAL				232,505	

NET ADJUSTMENT	-	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

The Public Works Department is requesting this budget adjustment to increase the budget for the Bus Shelter Replacement project (500466) in the Transit Fund (6511). This adjustment reflects the updated State of Good Repair (SGR) award.

Alternative Transportation received additional state funding of $232,505 from SGR for the Bus Stop Improvement and Replacement Program.

The current project budget is $1,116,250. With this adjustment, the revised project budget will total $1,348,755

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.17
File #: 0721-01
Item ID: 2026-508

Title:	Western Placer Consolidated Transportation Services Agency – Transit Program Agreements
Contact:	Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

SUMMARY

Staff recommends approval of two separate Memorandums of Understanding "Agreements" between the Western Placer Consolidated Transportation Services Agency and the City for the South Placer Transit Information (SPTI) Call Center and the Mobility Training program. Pursuant to the Agreements, funding for the SPTI Call Center and Mobility Training Program is provided through the Wester Placer Consolidated Transportation Services Agency's Local Transportation Fund (LTF) resources. No City resources, including the City's own LTF allocations, are used to support these programs.

RECOMMENDATION

Staff recommends the City Council adopt resolutions approving and authorizing the City Manager to execute two (2) Agreements between the Western Placer Consolidated Transportation Services Agency and the City of Roseville for: 1) South Placer Transit Information Call Center; and 2) Mobility Training Program.

BACKGROUND

Since June 2021, the City of Roseville has administered two core programs on behalf of the Western Placer Consolidated Transportation Services Agency (WPCTSA) through two separate Agreements: the South Placer Transit Information (SPTI) Call Center and the Mobility Training program. Each of the current agreements has an initial three-year term and two additional one-year extensions that were subsequently executed and ultimately expire on June 30, 2026.

WPCTSA staff has prepared two new Agreements for Roseville's continued administration of the SPTI Call Center and the Mobility Training program. Both Agreements contain similar terms and provisions as the current Agreements for each respective program. However, some modifications have been made to each Agreement's respective program work scope to reflect current best practices, updated functions, and revised performance standards, which have evolved based on operational knowledge and efficiencies gained since 2021. Each agreement has a new three-year base term, with two, one-year optional extensions, starting July 1, 2026, and ultimately ending on June 30, 2031 (if both one-year extensions are executed).

WPCTSA staff is seeking approval of both Agreements at their June 24, 2026 Board meeting.

FISCAL IMPACT

There is no fiscal impact to the City. Pursuant to the Agreements, funding for the SPTI Call Center and Mobility Training Program is provided through the WPCTSA's Local Transportation Fund (LTF) resources. No City resources, including the City's own LTF allocations, are used to support these programs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
6. Deliver exceptional City services

Respectfully Submitted,
Ed Scofield, Alternative Transportation Planner

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 26-243
2. Call Center MOU
3. Resolution 26-244
4. Education and Transit Training MOU

REVIEWERS:

Ed Scofield, Public Works Department - Transportation	Created/Initiated - 6/1/2026
Ed Scofield, Public Works Department - Transportation	Approved - 6/1/2026
Jason Shykowski, Public Works Department - All	Approved - 6/1/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/8/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/9/2026

RESOLUTION NO. 26-243

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the South Placer Transit Information Call Center, by and between the City of Roseville and the Western Placer Consolidated Transportation Services Agency, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day of _____, 20___, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY REGARDING THE SOUTH PLACER TRANSIT INFORMATION CALL CENTER

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Roseville, a municipal corporation ("CITY"), and the Western Placer Consolidated Transportation Services Agency, a joint powers agency ("WPCTSA").

WITNESSETH:

WHEREAS, pursuant to California Government Code Section 67910, the Placer County Transportation Planning Agency ("PCTPA") was created as a local area planning agency to provide regional transportation planning for the area of Placer County, exclusive of the Lake Tahoe Basin; and

WHEREAS, one of the key responsibilities for a local area planning agency is to designate a Consolidated Transportation Services Agency ("CTSA"); and

WHEREAS, the Western Placer Consolidated Transportation Service Agency ("WPCTSA") is a joint powers agency created on October 13, 2008, by Placer County, the cities of Auburn, Colfax, Lincoln, Rocklin, and Roseville, and the Town of Loomis, and is administered by PCTPA's staff; and

WHEREAS, on February 25, 2009, PCTPA adopted Resolution No. 09-06, which found that a centralized transportation information call center in South Placer County was an unmet transit need for Fiscal Year 2008/09 and was reasonable to meet; and

WHEREAS, PCTPA has designated WPCTSA as the call center administrator; and WPCTSA, in turn, has designated CITY as the agency best suited to act as the administrative operator of a regional call center known as the South Placer Transit Information Call Center ("Call Center") pursuant to the terms and conditions of this Agreement; and

WHEREAS, CITY has administratively operated the Call Center on WPCTSA's behalf since 2016, and CITY is willing to continue serving as the operator for the Call Center beyond the existing agreement between WPCTSA and CITY, which is set to terminate on June 30, 2026.

NOW, THEREFORE, the parties agree as follows:

1. Term: This Agreement shall commence on July 1, 2026, and terminate on June 30, 2029. The parties may extend this Agreement in writing for up to two (2) additional, one-year options that if executed extend the Agreement to end on June 30, 2031.
2. Services: CITY shall operate the Program as described in the scope of services that is attached hereto as Exhibit "A" and incorporated herein by this reference. Exhibit A represents the basic scope of services to be provided by CITY on an annual basis on behalf of WPCTSA and its member agencies for the Call Center. In operating the Call Center, CITY shall adhere to the standards of performance which are incorporated into Exhibit A. CITY reserves the right to contract either part or all of the Call Center's operations to a qualified transit operations contractor, as determined by CITY.

3. Funding: WPCTSA agrees to annually allocate to CITY the actual costs necessary to operate the Call Center, which shall be included in WPCTSA's adopted fiscal year budget, and/or any budget amendments thereto. Funding for the Call Center shall be provided through available Transportation Development Act ("TDA") Local Transportation Funds ('"LTF") and/or State Transit Assistance ("STA") discretionary funds allocated to WPCTSA by PCTPA annually pursuant to its established TDA funding allocation methodology. In addition to TDA funds, other sources of federal, state, and/or local funding may also be provided by PCTPA, WPCTSA, or its member jurisdictions to support the Program.
4. Annual Budget Process: No later than March 30th of each year, CITY shall submit a preliminary budget to WPCTSA. Such budget shall include the estimated operational costs and capital expenditures necessary to support CITY's administration of the Call Center during the next fiscal year. CITY may include in the preliminary budget any requests for funding for additional services which are outside of the basic scope of services identified in Exhibit A, or may show reduced budget and related service reductions necessary to respond to any projected funding shortfalls. In accordance with its annual budget approval process, WPCTSA shall accept, reject or modify CITY's Call Center budget and, if necessary, identify the source of funding for any approved additional services and/or cost increases.
5. Monthly Reporting and Claim Process: During the term of this Agreement, CITY shall submit to WPCTSA, attention Executive Director, a requisition for payment for a period of services not exceeding two months. Each requisition for payment shall conform to the following: (1) be prepared on CITY's letterhead; (2) be signed by the Project Manager; (3) contain a unique invoice number; (4) attach appropriate monthly and quarterly progress reports. The requisitions for payment shall include documentation of reimbursable expenses and other invoiced items sufficient for WPCTSA, in its opinion, to substantiate billings. WPCTSA reserves the right to withhold payment of disputed amounts.
6. Grants: WPCTSA and CITY, on WPCTSA's behalf, may pursue federal, state and/or other grants to offset the operating and capital funding provided by WPCTSA for the Call Center. If either party successfully obtains any such grants, the party administering the grant will be entitled to receive an appropriate portion of the grant to cover its administrative costs. CITY agrees to make a good faith effort to expend any grants or other sources of funding expeditiously and, if possible, prior to expending any funds granted to CITY by WPCTSA under Section 4 of this Agreement.
7. Termination for Convenience: Either party may terminate this Agreement for convenience at any time upon giving one hundred and eighty (180) days advanced written notice to the other party, WPCTSA, and WPCTSA member agencies.
8. Breach: Should a party fail to perform its contractual obligations within thirty (30) days following written notice from the other party, or is otherwise unable to cure a material breach of this Agreement within such time, that party shall be considered in default and the non-defaulting party may terminate this Agreement.
9. Mediation: If any controversy or differences arise between the parties regarding the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any provision of this Agreement, either party may deliver a written notice to the other party raising such dispute or claiming such breach or default. If the parties are unable to resolve such differences in good faith on their own, or if a party fails to cure or commence the cure of any alleged breach or default within thirty (30) days of receipt of written notice from the other party raising such dispute or claiming such breach or default, the parties will attempt to resolve such differences through nonbinding mediation. The cost of mediation shall be divided equally between the parties. If the parties are unable to resolve their

differences through mediation within thirty (30) days after submission of the dispute to mediation, each party may then pursue its judicial remedies to the full extent of the law.

10. Indemnification: Each party shall indemnify the other as follows: Indemnitor shall defend, indemnify, and save and hold harmless the indemnitee, its officers, agents and employees from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of indemnitor's negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except with regard to those matters arising from indemnitee's sole active negligence or willful misconduct.
11. **Insurance:** CITY agrees to maintain in full force and effect, at a minimum, the following insurance and self-insurance programs during the term of this Agreement.
    a. Comprehensive General Liability. CITY will maintain Comprehensive General Liability coverage through a risk-sharing authority or comparable program, with coverage limits and self-insured retention amounts that are reasonable and appropriate for a California municipal agency of CITY's size, operations, and risk exposure, which coverage limits shall in no event be less than $2,000,000 per occurrence.
    b. Workers' Compensation. CITY will maintain workers' compensation coverage as required by California law, through a combination of insurance, participation in a risk-sharing authority, or self-insured retention, in amounts that are reasonable and appropriate for a California municipal agency.
12. Compliance with Laws. The parties shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement.
13. Governing Agreement: In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern. In the event of any conflict between any of the Exhibits, the provisions of the first in order of attachment shall govern.
14. Assignment: Neither party shall assign or transfer any interest in this Agreement nor the performance of obligations hereunder without prior written consent of the other and any attempt to so assign this Agreement or any rights, duties, or obligations arising hereunder shall, at the option of the non-assigning party, be void and of no effect.
15. Independent Contractor. CITY and WPCTSA shall, in the performance of their respective obligations under this Agreement, act as independent contractors and shall not be officers, agents, or employees of the other. This Agreement does not confer on CITY any authority over WPCTSA or the individual transit operators and jurisdictions who are members of WPCTSA.
16. Successors in Interest: This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
17. Attorney Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
18. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE Alternative Transportation Manager 316 Vernon Street, Suite 150 Roseville, CA 95678	WPCTSA Executive Director 2260 Douglas Boulevard, Suite 130 Roseville, CA 95661

Either party may amend its address for notice by notifying the other party in writing.

19. Modification: This Agreement and each provision contained herein may be waived, amended, supplemented, or eliminated only by mutual written agreement of the parties.
20. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
21. Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged into this Agreement and there are no understandings or agreements other than those incorporated herein.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 2026, and the Western Placer Consolidated Transportation Service Agency has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation	WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY, a joint powers agency
_____ City Manager	_____ Executive Director

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

APPROVED AS TO SUBTANCE:

_____
Public Works Director

EXHIBIT A – SCOPE OF SERVICES
SOUTH PLACER TRANSIT INFORMATION CALL CENTER

1. Overview – South Placer Transit Information Education and Transit Training Program

The South Placer Transit Information (SPTI) Call Center (Call Center) is a dynamic environment that responds to customers' needs as prescribed by PCTPA, WPCTSA, the Transit Operators Working Group (TOWG), and other WPCTSA stakeholders to help customers gain, re-gain, and/or maintain mobility. In conjunction with the SPTI Program website, the Call Center provides customers with a centralized, one-stop resource for transportation service information in the southwestern Placer region and for scheduling on-demand/dial-a-ride and paratransit services for Auburn Transit, Placer County Transit, and Roseville Transit outside of the GO South Placer microtransit mobile application. Transit agencies retain their own dispatch functions and staff to make any modifications necessary to the manifest for next-day services for their drivers and customers.

As the lead agency, CITY intends to employ a subcontractor (CONTRACTOR) to operate the Call Center on CITY's and WPCTSA's behalf. CONTRACTOR will be responsible for all staffing to properly maintain the Call Center's operations and functions, including hiring, training, managing, and supervising customer service agents that administer call intake and trip scheduling/manifest creation for on-demand and paratransit services, and provide general assistance to callers who may be seeking information about available transportation options. CONTRACTOR shall provide on-going training for Call Center agents to ensure consistent administrative practices, high-quality customer service interactions, and usage of up-to-date technology resources and practices that enhance mobility opportunities for Call Center customers.

2. CITY Duties and Responsibilities

CITY shall perform the duties described in Sections 2.1 – 2.6, below, and to the extent reasonable and feasible, CONTRACTOR and/or WPCTSA member agencies shall assist CITY in this regard.

2.1 Coordination with WPCTSA, TOWG, and Member Agencies

CITY shall be responsible for coordinating activities with WPCTSA, its member agencies, local and regional governmental jurisdictions, social service organizations, and/or other relevant transportation citizen groups and stakeholders. CITY shall also be responsible for developing and monitoring Call Center customer service and performance standards and budget reporting activities in coordination with WPCTSA and the TOWG.

2.2 Bi-Monthly Reporting and Invoicing

No later than the 15th day of each odd-numbered month (January, March, May, July, September, November), CITY shall submit to WPCTSA a detailed bi-monthly report and invoice for the Call Center. Reports shall document all activities performed during the invoice period, identify performance metrics achieved, and provide detailed expenditures and necessary supporting documentation for the two-month reporting period. The format and content of these reports shall be determined by WPCTSA in collaboration with CITY and the TOWG and may be modified by WPCTSA at any time.

2.3 Selection and Oversight of CONTRACTOR

CITY shall procure a CONTRACTOR for the administration of Call Center operations and shall provide administrative oversight of CONTRACTOR's performance.

2.4 Advertising and Promotion

CITY shall coordinate with WPCTSA to design, prepare, schedule, distribute and pay for all advertising and promotional materials designed to inform the public about the Call Center. Advertising may include but is not limited to print media, internet, social media, television and/or radio. WPCTSA shall reimburse CITY for these expenses.

2.5 Operations Headquarters and Office Space

CITY shall provide and maintain operational space for CONTRACTOR to perform all Call Center operations at CITY's Corporation Yard facility located at 2075 Hilltop Circle Drive, Roseville, CA. The facility includes an adequate parking area for CONTRACTOR and CITY employees and restroom facilities. Aside from general repair, maintenance includes, but is not limited to sweeping, dusting, trash emptying, and cleaning of all restroom and common space areas used by CONTRACTOR. CITY shall perform any needed capital or tenant improvements necessary to accommodate the Call Center in the CITY's facility per CITY's discretion.

2.6 Supplies, Equipment, and Furniture

CONTRACTOR shall provide all supplies and equipment that is required for operating and administering transit service operations for CITY and Call Center operations, except for any CITY provided items. This includes, but is not limited to, office supplies, personal computers, personal computer software, separate network, separate telephone system, database firewalls, security software, printers, copy/fax machines, e-mail and other electronic services. CONTRACTOR shall remain current on all software licensing and keep all office equipment and technology in good working order. The City is responsible for providing all office furniture and chairs.

3. CITY CONTRACTOR's Duties and Responsibilities

CONTRACTOR shall be obligated to perform the duties and accept the responsibilities set forth below:

- Perform contracted activities in coordination and cooperation with CITY and WPCTSA on matters related to operations, monitoring, reporting and meeting service performance measurements;
- Develop, implement and maintain daily and monthly schedules that shall identify staff members and their assigned shifts and work assignments to handle customer calls for on-demand/dial-a-ride and paratransit trip reservations, calls for general regional transportation information, and referrals for processing Americans with Disabilities Act (ADA) eligibility and SPTI Transit Training applications;
- Meet the objectives of providing quality transportation Call Center customer service functions, which include efficiently booking on-demand/dial-a-ride and paratransit trip reservations across Placer County and improving the efficient use of existing on-demand/dial-a-ride services currently provided, and conducting trip planning functions for customers that want to utilize one or more fixed-routes operated by one or more transit agency;
- Provide CITY with weekly, monthly and quarterly reports for review by PCTPA, WPCTSA and/or the TOWG;

- Work with CITY staff to continue, expand, and update current Call Center operations (including CITY approved software) to include all participating transit agencies as directed; and
- Work with CITY and WPCTSA to continue to expand current operations as prescribed by WPCTSA.

3.1 Call Center Employee Selection and Supervision

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform all Call Center administrative operations. CONTRACTOR responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and employee discipline, including but not limited to termination.

CONTRACTOR shall use all appropriate screening and selection criteria in order to employ operations personnel. CONTRACTOR shall perform employment, open market value (OMV) and criminal background checks, preemployment drug screens and physicals of all employees associated with the agreement entered into between CITY and CONTRACTOR and shall undertake the steps necessary to ensure that all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

CONTRACTOR shall continually comply, and shall require any/all subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

3.2 Bi-Lingual Personnel and Training

CONTRACTOR shall make every effort to recruit bi-lingual personnel for reservationist, dispatcher, and supervisor positions. CONTRACTOR shall implement within 120 days after the start of the contract term, a keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating to limited English proficient (LEP) speaking transit system users as identified in applicable Title VI Program Language Assistance Plan(s), as may be updated periodically. CONTRACTOR will comply with WPCTSA and CITY specified Title VI goals.

3.3 Call Center Staffing

CONTRACTOR shall employ executive, dedicated on-site management, administrative, supervisory, operational, and maintenance personnel to provide the necessary staffing resources for the effective management of and technical support for all Call Center functions. CONTRACTOR shall be responsible for maintaining a consistent level of excellent customer service and making appropriate changes in staff levels to ensure this quality.

CONTRACTOR shall develop, implement, and maintain a daily schedule of labor resources to handle transit information telephone calls, trip reservations and scheduling, and complaints received from customers. This schedule shall identify work assignments and shift time.

3.3.1 Call Center On-Site Project Manager

At a minimum, CONTRACTOR shall designate an on-site Project Manager who meets the following requirements:

- Has a proven, successful work history in situations similar to those described in scope of services and has at least three (3) years of public transportation management experience;
- Holds the equivalent of a bachelor's degree from a four (4) year college in a related field (however, each year of management experience in a related transportation industry beyond the required minimum years of experience listed above may substitute for each year of college.);
- Has managerial and supervisory experience in public or private agencies; and,
- Has had direct supervisory responsibility for all facets of a public transit operation.

3.3.2 Call Center Reservationists

CONTRACTOR shall provide lead reservationist(s) and reservationists who have the capacity to process call volumes which average about 5,000 calls per month and to handle increases in service hours and call volume at approximately 5% per year. Call Center operating hours are from 8:00am - 5:00pm, seven days per week, 52 weeks per year, with closures on major holidays which coincide with on-demand/dial-a-ride service holidays. Call Center operating hours may be adjusted at the CITY'S discretion per CONTRACTOR recommendation and/or in cooperation with WPCTSA and the TOWG to accommodate call volume and/or new programs.

Lead reservationists, reservationists, and any other personnel who may from time-to-time be assigned to telephone information and/or reservation lines shall be trained in customer service, customer relations skills, telephone manners, and phone operations procedures, which include data gathering, accident/incident reporting, fares, bus and demand response schedules and service information dissemination, information and SPTI transit training referrals, ADA regulations regarding trip reservations (CALL CENTER will be operated in compliance with applicable sections of 49CFR37), reservation procedures, operating policies, and all other programs as prescribed by WPCTSA member agencies.

3.3.3 Call Center Reservationist Training Requirements

Training for reservation staff must include, but is not limited to, the following:

- Telephone etiquette and customer service skills;
- Administrative and operating policies for participating agencies pertinent to providing excellent customer service;
- Reservation procedures to respond to passenger requests to book trips with participating transit agencies using CITY approved software, deemed appropriate by the CITY;
- Scheduling trips in accordance with the ADA required operating standards for complementary paratransit service, including passenger screening for ADA eligibility;
- Bus travel time on participating agencies on-demand/dial-a-ride, local fixed route and commuter service buses;
- Fare structures and discount information for all participating agencies and the ability to access fare information quickly;

- Regional fixed route, commuter and demand response schedules and services and the ability to access schedule and service information quickly;
- Dispatching assistance as necessary to maximize route efficiency; Information and services referrals to other agencies when appropriate;
- Alternative transportation information in general;
- Complaint procedures/referrals to participating transit agencies when appropriate;
- Accident/incident procedures;
- Bus trip planning;
- Route and schedule information;
- Fare distribution as prescribed by WPCTSA and/or the TOWG to eligible social service agencies; and,
- Database maintenance regarding ADA eligible passengers and all information necessary for monthly, quarterly and annual performance and National Transit Database ("NTD") reporting.

3.4 Training and Retraining

CONTRACTOR shall provide ongoing customer service and CITY approved software, training and retraining for all Call Center reservationist positions and for satellite office dispatchers as deemed necessary by participating agencies. Ongoing training and retraining shall be based on a variable hourly cost which should be included in the CONTRACTOR's cost proposal.

3.5 Telephone Information and Reservation System

CONTRACTOR shall utilize transportation Call Center telephone lines solely to respond to incoming calls from the general public and/or social service agencies for the purposes of requesting on-demand/dial-a-ride service, reservation scheduling information, and requests for public transportation information and transit options in south Placer County. These phone lines shall be exclusively dedicated to the Call Center's reservation and information system. CONTRACTOR shall advise CITY if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum of calls in queue. CONTRACTOR shall coordinate with CITY monthly, or more frequently if necessary, to evaluate call volume. CONTRACTOR shall respond to reservation and/or information requests from hearing impaired callers with TDD equipment or use the California Relay Service for communication with hearing impaired customers. CONTRACTOR shall follow applicable Language Assistance Plans (LAPs) produced for WPCTSA's and CITY's Title VI Programs to help limited English proficient (LEP) speaking customers served by this plan make reservations and/or obtain transit information.

3.6 Scheduling System

CONTRACTOR shall provide and use, in the daily operations, the Scheduling System approved by CITY. This Scheduling System must be provided in an Application Server Provider (ASP) method and shall enable the necessary number of concurrent users for processing at least 5,000 trips per month and increasing Call Center capacity as demand warrants. This software will interface with the Roseville Transit dispatch office and satellite offices at participating agencies as deemed necessary by those agencies. CONTRACTOR shall provide redundant access to their servers, provide, install, and maintain all network and server infrastructure, firewall technology, backup systems and application software and provide support services on all such hardware and software to CITY. CONTRACTOR shall purchase and update any GIS mapping components by the Scheduling System manually.

During the period of time of operation under Scheduling System approve by CITY, as provided herein, CONTRACTOR will provide access to the appropriate network and server infrastructure, training, support, and backup files to utilize the Scheduling System at any time. Should CITY elect to purchase or migrate the Scheduling System in-house, CITY will be responsible for supplying the server infrastructure for the in-house utilization of the Scheduling System. All data and information in the servers and on CITY and CONTRACTOR computers related to all participating transit agencies shall be the property of CITY and shall be transferred to CITY upon request at no extra cost within a reasonable time period.

3.7 Call Center Service Standards – General

CONTRACTOR shall respond to telephone, TDD, email and/or faxed requests for on-demand/dial-a-ride service and general transit information on a "real-time" demand-response basis in accordance with the Section 3.8, below. CONTRACTOR shall also accept telephone, TDD, email, online, and/or faxed requests for advanced reservations on participating agencies' on-demand/dial-a-ride service as determined by each operator. Advance reservation trips will be scheduled on a first come first serve basis as capacity allows. However, to comply with required ADA paratransit criteria, priority shall be given to individuals who have proof of ADA paratransit service eligibility.

CONTRACTOR shall forward calls for same day trips and cancellations to the appropriate transit operator. CONTRACTOR shall also accept "subscription service" reservations (provision of repetitive trips over an extended time period without requiring that individuals call to request reservations for each trip) as determined by each transit operator.

CONTRACTOR shall always strive to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, performance standards as prescribed in the following section must be established in a manner to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with all participating transit agencies' expectations. Other performance standards may be added as mutually agreed upon by WPCTSA and the TOWG. A customer survey mechanism may be used on occasion to measure customer satisfaction levels.

3.8 Telephone Information and Reservation Key Performance Indicators

CONTRACTOR shall respond to telephone requests for transit services on a "real-time" demand response basis. CONTRACTOR will strive to meet the following key performance indicators (KPIs) established by CITY, WPCTPSA and the TOWG as follows:

- Less than one and a half (1.5) telephone call abandoned by the caller per (twenty) 20 completed calls. A call is usually considered abandoned if the call is terminated while it is in the ''Next Call Waiting Queue'' or while it is ''On Hold".
- Ninety percent (90%) of all phone calls shall be answered within ninety (90) seconds.
- Ninety-five percent (95%) of all phone calls shall be answered within three (3) minutes.
- One hundred percent (100%) of all phone calls shall be answered within six (6) minutes.

CONTRACTOR shall accept telephone requests for advance reservations as determined by each

Transit operator. Advance reservation trips will be scheduled on a first come first serve basis as capacity allows. However, reservation priority shall, if necessary to comply with required ADA paratransit criteria, be given to individuals who have proof of ADA paratransit service eligibility. CONTRACTOR shall forward calls for same day trips and cancellations to the appropriate transit operator. An updated ADA eligibility pending list shall be provided to CONTRACTOR biweekly, monthly, or as needed to ensure compliance with ADA requirements.

CONTRACTOR shall also accept "subscription service" reservations (provision of repetitive trips over an extended period time without requiring that individuals call to request reservations for each trip) as determined by each transit operator.

CONTRACTOR, CITY, and WPCTSA shall meet periodically to evaluate performance of the Call Center's operations and Scheduling System based upon these KPIs. If the KPIs are not fulfilling the intended purpose of providing excellent customer service while maximizing efficiency of the Call Center and on-demand/dial-a-ride service, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by CITY and WPCTSA, in consultation with the TOWG. CITY shall take all reasonable actions requested by WPCTSA and the TOWG to work with CONTRACTOR to correct deficiencies in meeting the KPIs.

3.9 Performance Requirement

CONTRACTOR will be required, at all times during the term of the agreement with CITY, to perform all services diligently, carefully, and in a professional manner and to furnish all labor, supervision, machinery, equipment, material, and supplies necessary to do so (other than equipment supplied by CITY) as required in this agreement.

3.10 Implementation Plan

CONTRACTOR is expected to provide an updated Implementation Plan following award of a contract by CITY. This plan shall at the very least address the sequence of activities and procedures that will be followed to ensure the smooth start-up of the service including, if necessary, transition from another operator. The plan should also document recruitment and training schedules, start-up plan, and acquisition of necessary equipment, permits, licenses and any other activities necessary to continue a successful Call Center operation. The Implementation Plan must provide for continuous Call Center operations with no disruption to existing CITY, WPCTSA, and other transit providers' services.

RESOLUTION NO. 26-244

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the South Placer Transit Information Education and Transit Training Program, by and between the City of Roseville and the Western Placer Consolidated Transportation Services Agency, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day of _____, 20___, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY REGARDING THE SOUTH PLACER TRANSIT INFORMATION EDUCATION AND TRANSIT TRAINING PROGRAM

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Roseville, a municipal corporation ("CITY"), and the Western Placer Consolidated Transportation Services Agency, a joint powers agency ("WPCTSA").

WITNESSETH:

WHEREAS, pursuant to California Government Code Section 67910, the Placer County Transportation Planning Agency ("PCTPA") was created as a local area planning agency to provide regional transportation planning for the area of Placer County, exclusive of the Lake Tahoe Basin; and

WHEREAS, one of the key responsibilities for a local area planning agency is to designate a Consolidated Transportation Services Agency ("CTSA"); and

WHEREAS, the Western Placer Consolidated Transportation Service Agency ("WPCTSA") is a joint powers agency created on October 13, 2008, by Placer County, the cities of Auburn, Colfax, Lincoln, Rocklin, and Roseville, and the Town of Loomis, and is administered by PCTPA's staff; and

WHEREAS, WPCTSA has the responsibility and authority to provide social service transportation coordination within WPCTSA's jurisdiction to serve transit-dependent populations, including seniors, individuals with disabilities, and low-income populations, and to perform any and all other duties of a CTSA created pursuant to Government Code Section 15975(a) and the Mills-Alquist-Deddeh Act; and

WHEREAS, WPCTSA designated CITY as the lead agency to establish and operate the South Placer Transit Information Education and Transit Training Program ("Program") to educate existing riders, stakeholders, and the general public about, and train new riders on, the region's fixed-route bus and on-demand/dial-a-ride and paratransit services available; and

WHEREAS, CITY has partnered with WPCTSA to administer transit training and education services and functions throughout the region since 2016, and CITY is willing to continue serving as the operator for the SPTI Program beyond the existing agreement between WPCTSA and CITY, which is set to terminate on June 30, 2026.

NOW, THEREFORE, the parties agree as follows:

1. Term: This Agreement shall commence on July 1, 2026, and terminate on June 30, 2029. The parties may extend this Agreement in writing for up to two (2) additional, one-year options that if executed extend the Agreement to end on June 30, 2031.
2. Services: CITY shall operate the Program as described in the scope of services that is attached hereto as Exhibit "A" and incorporated herein by this reference. Exhibit "A" represents the basic scope of services to be provided by CITY on an annual basis on behalf of WPCTSA and its member agencies. In operating the Program, CITY shall adhere to the standards of performance which are incorporated into Exhibit A.

3. Funding: WPCTSA agrees to annually allocate to CITY the actual costs necessary to operate the Transit Training and Education Program, which shall be included in WPCTSA's adopted fiscal year budget, and/or any budget amendments thereto. Funding for the Program shall be provided through available Transportation Development Act ("TDA") Local Transportation Funds ('"LTF") and/or State Transit Assistance Discretionary Funds ("STA") allocated to WPCTSA by PCTPA annually pursuant to its established TDA funding allocation methodology. In addition to TDA funds, other sources of federal, state, and/or local funding may also be provided by PCTPA, WPCTSA, or its member jurisdictions to support the Program.
4. Annual Budget Process: No later than March 30th of each year, CITY shall submit a preliminary budget to WPCTSA. Such budget shall include the Program's estimated operational costs and capital expenditures necessary to support CITY's administration of the Program for the next fiscal year. CITY may include in the preliminary budget any requests for funding for additional services which are outside of the basic scope of services identified in Exhibit A, or may show reduced budget and related service reductions necessary to respond to any projected funding shortfalls. In accordance with its annual budget approval process, WPCTSA shall accept, reject or modify CITY's Transit Training and Education Program budget and, if necessary, identify the source of funding for any approved additional services and/or cost increases.
5. Monthly Reporting and Claim Process: During the term of this Agreement, CITY shall submit to WPCTSA, attention Executive Director, a requisition for payment for a period of services not exceeding two months. Each requisition for payment shall conform to the following: (1) be prepared on CITY's letterhead; (2) be signed by the Project Manager; (3) contain a unique invoice number; (4) attach appropriate monthly and quarterly progress reports similar to what is currently incorporated into Exhibit "B". The requisitions for payment shall include documentation of reimbursable expenses and other invoiced items sufficient for WPCTSA, in its opinion, to substantiate billings. WPCTSA reserves the right to withhold payment of disputed amounts.
6. Grants: WPCTSA and CITY, on WPCTSA's behalf, may pursue federal, state and/or other grants to offset the operating and capital funding provided by WPCTSA for the Program. If either party successfully obtains any such grants, the party administering the grant will be entitled to receive an appropriate portion of the grant to cover its administrative costs. CITY agrees to make a good faith effort to expend any grants or other sources of funding expeditiously and, if possible, prior to expending any funds granted to CITY by WPCTSA under Section 4 of this Agreement.
7. Termination for Convenience: Either party may terminate this Agreement for convenience at any time upon giving one hundred and eighty (180) days advanced written notice to the other party, WPCTSA, and WPCTSA member agencies.
8. Breach: Should a party fail to perform its contractual obligations within thirty (30) days following written notice from the other party, or is otherwise unable to cure a material breach of this Agreement within such time, that party shall be considered in default and the non-defaulting party may terminate this Agreement.
9. Mediation: If any controversy or differences arise between the parties regarding the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any provision of this Agreement, either party may deliver a written notice to the other party raising such dispute or claiming such breach or default. If the parties are unable to resolve such differences in good faith on their own, or if a party fails to cure or commence the cure of any alleged breach or default within thirty (30) days of receipt of written notice from the other party raising such dispute or claiming such breach or default, the parties will attempt to resolve such differences through nonbinding mediation. The cost of mediation shall be divided equally between the parties. If the parties are unable to resolve their

differences through mediation within thirty (30) days after submission of the dispute to mediation, each party may then pursue its judicial remedies to the full extent of the law.

10. Indemnification: Each party shall indemnify the other as follows: Indemnitor shall defend, indemnify, and save and hold harmless the indemnitee, its officers, agents and employees from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of indemnitor's negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except with regard to those matters arising from indemnitee's sole active negligence or willful misconduct.
11. **Insurance:** CITY agrees to maintain in full force and effect, at a minimum, the following insurance and self-insurance programs during the term of this Agreement.
    a. Comprehensive General Liability. CITY will maintain Comprehensive General Liability coverage through a risk-sharing authority or comparable program, with coverage limits and self-insured retention amounts that are reasonable and appropriate for a California municipal agency of CITY's size, operations, and risk exposure, which coverage limits shall in no event be less than $2,000,000 per occurrence.
    b. Workers' Compensation. CITY will maintain workers' compensation coverage as required by California law, through a combination of insurance, participation in a risk-sharing authority, or self-insured retention, in amounts that are reasonable and appropriate for a California municipal agency.
12. Compliance with Laws. The parties shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement.
13. Governing Agreement: In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern. In the event of any conflict between any of the Exhibits, the provisions of the first in order of attachment shall govern.
14. Assignment: Neither party shall assign or transfer any interest in this Agreement nor the performance of obligations hereunder without prior written consent of the other and any attempt to so assign this Agreement or any rights, duties, or obligations arising hereunder shall, at the option of the non-assigning party, be void and of no effect.
15. Independent Contractor. CITY and WPCTSA shall, in the performance of their respective obligations under this Agreement, act as independent contractors and shall not be officers, agents, or employees of the other. This Agreement does not confer on CITY any authority over WPCTSA or the individual transit operators and jurisdictions who are members of WPCTSA.
16. Successors in Interest: This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
17. Attorney Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
18. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE Alternative Transportation Manager 316 Vernon Street, Suite 150 Roseville, CA 95678	WPCTSA Executive Director 2260 Douglas Boulevard, Suite 130 Roseville, CA 95661

Either party may amend its address for notice by notifying the other party in writing.

19. Modification: This Agreement and each provision contained herein may be waived, amended, supplemented, or eliminated only by mutual written agreement of the parties.
20. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
21. Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged into this Agreement and there are no understandings or agreements other than those incorporated herein.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 2026, and the Western Placer Consolidated Transportation Service Agency has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation	WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY, a joint powers agency
_____ City Manager	_____ Executive Director

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

APPROVED AS TO SUBTANCE:

_____
Public Works Director

EXHIBIT A – SCOPE OF SERVICES
SOUTH PLACER TRANSIT INFORMATION EDUCATION AND TRANSIT TRAINING PROGRAM

1. Overview – South Placer Transit Information Education and Transit Training Program

The South Placer Transit Information (SPTI) Education and Transit Training Program (Program) is designed to implement the WPCTSA's Marketing Plan, which was completed in January 2023. The Program's overall goals are to increase awareness of available transit services, educate the public on how to use transit services effectively, and promote new transit ridership among both transit-dependent (i.e., seniors, persons with disabilities, low-income, and student/youth) populations and the broader public living within the south Placer region. The Program consists of two integrated components: (1) Education Services and (2) Transit Training Services, which collectively bring awareness about existing mobility options available and enhance access to existing services and programs for current and new transit riders in the region.

WPCTSA maintains the SPTI Program website, which provides a comprehensive online resource containing broad information about the region's collective transit services, including respective bus schedules and fare information for each transit agency, trip planning tools, and other educational materials about the region's overall transit network. This website serves as the primary digital hub for the Program and is complemented by printed SPTI materials that include brochures, information cards, and other collateral for distribution at educational events, trainings, and presentations.

2. General Provisions Applicable to Both Program Components

2.1 Duties and Responsibilities

CITY shall perform the duties described below, and to the extent reasonable and feasible, any contractors and/or regional transit service operators shall assist.

2.1.1 Coordination with WPCTSA and Member Agencies

CITY shall be responsible for coordinating program activities with WPCTSA, its member agencies, local and regional governmental jurisdictions, social service organizations, and/or other relevant transportation citizen groups and stakeholders.

2.1.2 Performance Standards and Reporting

CITY shall be responsible for developing and monitoring customer service and performance standards, and reporting activities for the Program in coordination with WPCTSA. Performance standards and deliverable targets shall be established for the Program, and updated as needed, through coordination and agreement between CITY and WPCTSA. Examples of the current performance targets and reporting structure established for the Program's Education and Transit Training components are identified in Exhibit B (Education and Transit Training Administration Reports). These reports may be amended from time to time by mutual written agreement between CITY and WPCTSA to reflect changes in program requirements, performance expectations, and/or reporting needs.

2.1.3 Advertising and Promotion

CITY shall coordinate with WPCTSA to design, prepare, schedule, distribute and pay for all advertising and promotional materials designed to inform the public about the Program. Advertising may include but is not limited to print media, internet, social media, television and/or radio. WPCTSA shall reimburse CITY for these expenses.

2.1.4 Workspace

CITY shall provide and maintain its own workspace to accommodate CITY employees and/or any contracted employees used to support administrative duties and coordination functions associated with the Program.

2.1.5 Bi-Monthly Reporting and Invoicing

No later than the 15th day of each odd-numbered month (January, March, May, July, September, November), CITY shall submit to WPCTSA a detailed bi-monthly report and invoice for both of the Program's Education and Training components. Reports shall document all activities performed during the invoice period, identify performance metrics achieved, and provide detailed expenditures and necessary supporting documentation for the two-month reporting period. The format and content of these reports shall follow the templates established in Exhibit B (Education and Transit Training Administration Reports), or as otherwise requested and/or modified by WPCTSA.

3. Education Services

3.1 Education Services Overview

The Program's Education component provides public outreach, information dissemination, and community presentations to increase awareness and understanding of available transit services throughout the Placer region. Education services focus on informing community members about what transit services exist, basic information on how to use them, and where to access additional detailed resources including the SPTI Program website and SPTI Call Center.

3.2 CITY Duties and Responsibilities for Education Services

3.2.1 Staffing and Program Management

CITY shall employ or designate staff to manage, coordinate, and deliver Education services. CITY may subcontract with qualified vendors to provide specific Education services, such as conducting presentations, subject to approval by WPCTSA. Any such subcontractor shall be procured and managed by CITY, which shall maintain administrative oversight responsibility for all contracted Education services. CITY shall aim to provide at least 20 hours of staffing resources per week towards administering the Program's Education component.

3.2.2 Community Presentations

CITY shall organize, schedule, and deliver educational presentations to community groups, senior centers, social service agencies, healthcare facilities, disability organizations, and other interested groups throughout the Placer region. Presentations shall include, but not be limited to, information about:

- Available transit services, including fixed-route bus, dial-a-ride, paratransit, and specialized transportation service options;
- Basic instruction on how to use transit services, including how to plan trips, read schedules, pay fares, and access services;
- Resources for additional assistance, including the SPTI Program website, the SPTI Call Center, and the Transit Training Program (also known as Mobility Training in the industry);

- Americans with Disabilities Act (ADA) paratransit eligibility and application processes; and,
- Fare discount programs and eligibility requirements.

CITY shall aim to provide at least five educational presentations per month, which may be conducted all, or in part by, CITY staff and/or any subcontractor selected by CITY to deliver the Education services.

3.2.3 Community Outreach and Tabling Events

CITY shall organize and physically staff tables at local community events, health fairs, senior expositions, and other public gatherings to distribute informational transit materials and provide one-on-one assistance to community members. CITY staff shall be prepared to answer questions, provide route planning assistance, and make referrals to the Transit Training Program and/or other appropriate resources. CITY must aim to conduct at least one community tabling event per month for the Program's Education component.

3.2.4 Information Materials Development and Distribution

CITY shall develop, produce, maintain, and distribute educational and informational materials including, but not limited to, the following:

- Transit service brochures and guides;
- Quick-reference information cards;
- System maps and schedules;
- How-to guides for using specific services;
- Digital resources and online content; and,
- Other promotional and educational collateral as needed.

All materials shall be accurate, up-to-date, accessible, and appropriate for the respective target audiences, including limited English proficient, senior, and disabled populations.

3.2.5 Website Management

CITY shall coordinate with WPCTSA to regularly update the SPTI Program website to serve as a comprehensive online resource for current transit information, trip planning, educational materials, and program resources.

3.2.6 Coordination with Social Service Agencies and Community Partners

CITY shall establish and maintain relationships with social service agencies, healthcare providers, senior centers, disability organizations, and other community partners to identify opportunities for education and outreach, coordinate presentation schedules, and facilitate referrals to the Transit Training Program for individuals requiring more intensive instruction.

3.2.7 Performance Monitoring and Reporting

CITY shall track and document all Education activities and outcomes, including but not limited to:

- Number of presentations delivered and attendees reached;
- Number of tabling/outreach events conducted and participants engaged;

- Quantity and types of materials distributed;
- Referrals made to the Transit Training Program and SPTI Program website; and,
- Other relevant metrics as established by mutual agreement with WPCTSA.

CITY will work with WPCTSA to continually document public engagement and outreach activities through WPCTSA's Customer Relationship Management (CRM) software program.

4. Transit Training Services

4.1 Transit Training Program Overview

The Program's Transit Training component provides individualized and small group transit training to teach new riders how to use the region's fixed-route bus, dial-a-ride, and paratransit services independently. Transit Training services include the following activities:

- Establishing methods for identifying potential transit riders in need of Transit Training in coordination with WPCTSA, its partnering agencies, and the region's transit providers,
- Conducting a comprehensive assessment of a potential transit rider's, or a group of riders, specific transit needs, functional skills/capabilities, and identifying the appropriate services available to address them,
- Creating customized training plans and/or a curriculum that provide potential transit rider(s) with hands-on instruction and follow-up support to enable trained, confident, and consistent transit users.

4.2 CITY Duties and Responsibilities for Training Services

CITY shall perform the duties described below, and to the extent reasonable and feasible, any contractors and/or regional transit service operators shall assist.

4.2.1 Subcontractor Oversight

CITY will either directly perform or may procure a subcontractor for the implementation of all or part of the Transit Training Program. If a subcontractor is procured, CITY shall provide direct administrative oversight of the subcontractor's performance.

4.2.2 Liaison with Local Jurisdictions, Agencies and Citizens Groups

CITY shall be responsible for coordinating program activities with WPCTSA, its member agencies, local and regional governmental jurisdictions, social service organizations, and/or other relevant transportation citizen groups and stakeholders.

4.3 Duties and Responsibilities

CITY, or their subcontractor, shall perform the duties described below.

4.3.1 Staffing

A Project Manager shall be established as a point of contact for CITY or their respective subcontractor team. The Project Manager must be competent to oversee professional transit training staff and meet or exceed the following minimum qualifications:

- Has at least three (3) years of supervisory experience in a transit training environment that includes outreach, training, and stakeholder engagement for transportation-related services and/or programs, and
- Has three (3) years of experience working with seniors, low-income populations, and/or individuals with disabilities.

Up to 120 hours of collective transit training shall be provided by the Project Manager and their respective team per month.

4.3.2 General Program Design & Related Components – Requirements

CITY, or their subcontractor, shall provide all instructional design materials for supporting the transit training services, including a written assessment process and all necessary equipment, customized written Transit Training Plans, a detailed description of the prescribed professional Transit Training Plan, and all documentation and reporting necessary to provide a comprehensive program and to meet grant reporting requirements, including but not limited to the elements described below:

- Describe the methodology for identifying customers in need of transit training;
- Provide a description of individual and/or small group assessments used to determine the appropriate level of transit training as either
    - Basic Training – generally less than 10 hours in duration (excluding documentation time); or
    - Intensive Training – generally less than 30 hours in duration (excluding documentation time).
- A description of the components of a Basic or Intensive, Group or Individual training, and how the appropriate training level was determined;
- A written description of a customized training program;
- A cost estimate for each customer or groups of customers based on assessment(s), prior to the start of a training process, which shall include the cost for fares;
- A description of specific training goals and a timeline to achieve the desired outcomes;
- A summary of the training provided and goals achieved; and,
- A written schedule for follow-up with clients, quarterly, for the first year following the training.

4.3.3 Individualized and/or Small Group Transit Training Plans Components

At a minimum, individualized and/or small group Transit Training Plans shall include a written plan detailing instruction for the following components:

- How to read and use transit system maps and schedules,
- How to access and use all resources related to the transit service providers,
- How to transfer between regional service providers and use of 'transfers' – if applicable,
- How to obtain a reduced fare identification card,
- How to decide the appropriate fare to purchase and use,
- How to pay a transit fare,
- How to purchase transit passes by phone,
- How to plan round trips using the appropriate transit service provider,
- How to cross streets safely and other safety related issues around bus stops,

- How to be aware and stay observant of other passengers and disruptive behaviors,
- How to identify key landmarks for trip planning purposes,
- How to use ramps and/or bus kneeling features when boarding a bus,
- How to file a formal complaint/compliment regarding a transit service or operation,
- How to know when to get off the bus,
- How to let the bus driver know you want off the bus or need assistance,
- What general emergency procedures to understand when on a bus,
- A review of local transit service providers' Codes of Conduct,
- How to locate and identify bus stops,
- Expected length of training and timeline with milestones, and
- A final report documenting each individual's training experience and outcome

4.3.4 Contract Deliverables

The contract deliverables shall include, but are not limited to, the following:

- A written Transit Training Plan for each customer or group of customers per the criteria described in Sections 4.3.2 and 4.3.3;
- Trained, confident transit customers resulting from the prescribed training;
- A final report and follow-up plan for each customer or group of customers within two weeks of the training period's completion;
- A detailed invoice for services for each customer or group of customers and a report of the prior two months' activities submitted to the City of Roseville Project Manager as part of the bi-monthly reporting process specified in Section 2.1.5 and Exhibit B; and,
- Annual summary reports for customers trained, recommendations on training improvements, and cost saving approaches to enhance the program's effectiveness and sustainability, if applicable.

EXHIBIT B – EDUCATION AND TRANSIT TRAINING ADMINISTRATION REPORTS

The following reports are examples of the performance outcomes and metrics WPCTSA expects CITY to provide as supporting documentation for each invoice submitted for reimbursement. These reports are subject to change based on mutual agreement between WPCTSA and CITY.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.18
File #: 0721-02 & 1002
Item ID: 2026-467

Title:	Dry Creek Greenway East Phase 2 Trail Project - Settlement Agreement for Acquisition of Real Property and Professional Services Agreement Amendment
Contact:	Cathy Gosalvez 916-774-5396 cgosalvez@roseville.ca.us

SUMMARY

Staff recommends approval of the Settlement Agreement for Acquisition of Real Property (Escrow Instructions) with George Khnouf in the amount of $10,000 and approval of the first amendment to professional services agreement with Monument ROW for right-of-way acquisition and appraisal services in the amount of $22,800 for the Dry Creek Greenway East Phase 2 Project. The acquisition and amendment are being funded with Local Transportation Funds. No General Fund resources will be used for this project. Sufficient funds exist in the approved budget for the agreement and amendment.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution to approve the Settlement Agreement for Acquisition of Real Property (Escrow Instructions) with George Khnouf for the purchase of real property in the amount of $10,000 for 2,178 square feet of fee acquisition and authorize the City Manager to execute the agreement and any other related escrow documents on behalf of the City of Roseville; and

2. Adopt a resolution to approve the First Amendment to Professional Services Agreement with Monument ROW for the Dry Creek Greenway East Phase 2 project and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The Dry Creek Greenway East trail project is a paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road. Phase 1 of the project (from the Saugstad Park Trail at Darling Way to Rocky Ridge Drive) is complete. Phase 2 of the project will continue the trail from Rocky Ridge Drive to Old Auburn Road and is currently in design.

In January 2025 the City Manager executed a Professional Service Agreement in the amount of $71,000 with Monument ROW for right of way coordination services for the Dry Creek Greenway East Phase 2 project. The amount of the Professional Service Agreement was below the Council approval limit of $75,000 and did not require City Council approval.

Monument ROW negotiated a settlement agreement on the City's behalf with Mr. Khnouf to purchase a portion of his property for the trail construction. Pattison and Associates prepared the appraisal reports that determined the "Fair Market Value" for the acquisition. The required acquisition from Mr. Khnouf consists

of 2,178 square feet in fee for an amount of $10,000. Staff worked with the design consultant, acquisition team, and the property owner to minimize the trail impact on the remaining parcel.

Monument ROW is currently in active negotiations with 3 other property owners for right of way needed for the project on 8 additional parcels, and has requested additional budget due to the ongoing negotiations extending past the timeline within their original scope of work. Contract Amendment #1 is for $22,800 bringing the total contract amount to $93,800. Because the new total contract amount exceeds $75,000, City Council approval is requested.

The project is currently in the design phase with construction anticipated to begin in late 2027.

FISCAL IMPACT

The Dry Creek Greenway East Phase 2 Trail Project is funded by federal and local sources: Active Transportation Program (ATP), Congestion Mitigation and Air Quality (CMAQ), and Local Transportation (LTF) Funds. No General Fund resources will be used for the project. Sufficient funds exist in the approved budget for the agreement and amendment.

ENVIRONMENTAL REVIEW

Adoption of the attached resolutions to approve the agreements for the Dry Creek Greenway East Project is an action that is subject to CEQA. Project level CEQA compliance for the Dry Creek Greenway East Trail Project was accomplished with preparation of the Dry Creek Greenway East Trail Project Environmental Impact Report (Adopted: March 20, 2019) (SCH No.2014032087). Because the project is consistent with the project evaluated in the Dry Creek Greenway East Trail Project Environmental Impact Report, no new effects would be expected to occur and all applicable mitigation measures from the Dry Creek Greenway East Trail Project Environmental Impact Report will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Cathy Gosalvez, Associate Engineer

Jason Shykowski, Public Works Director

ATTACHMENTS:

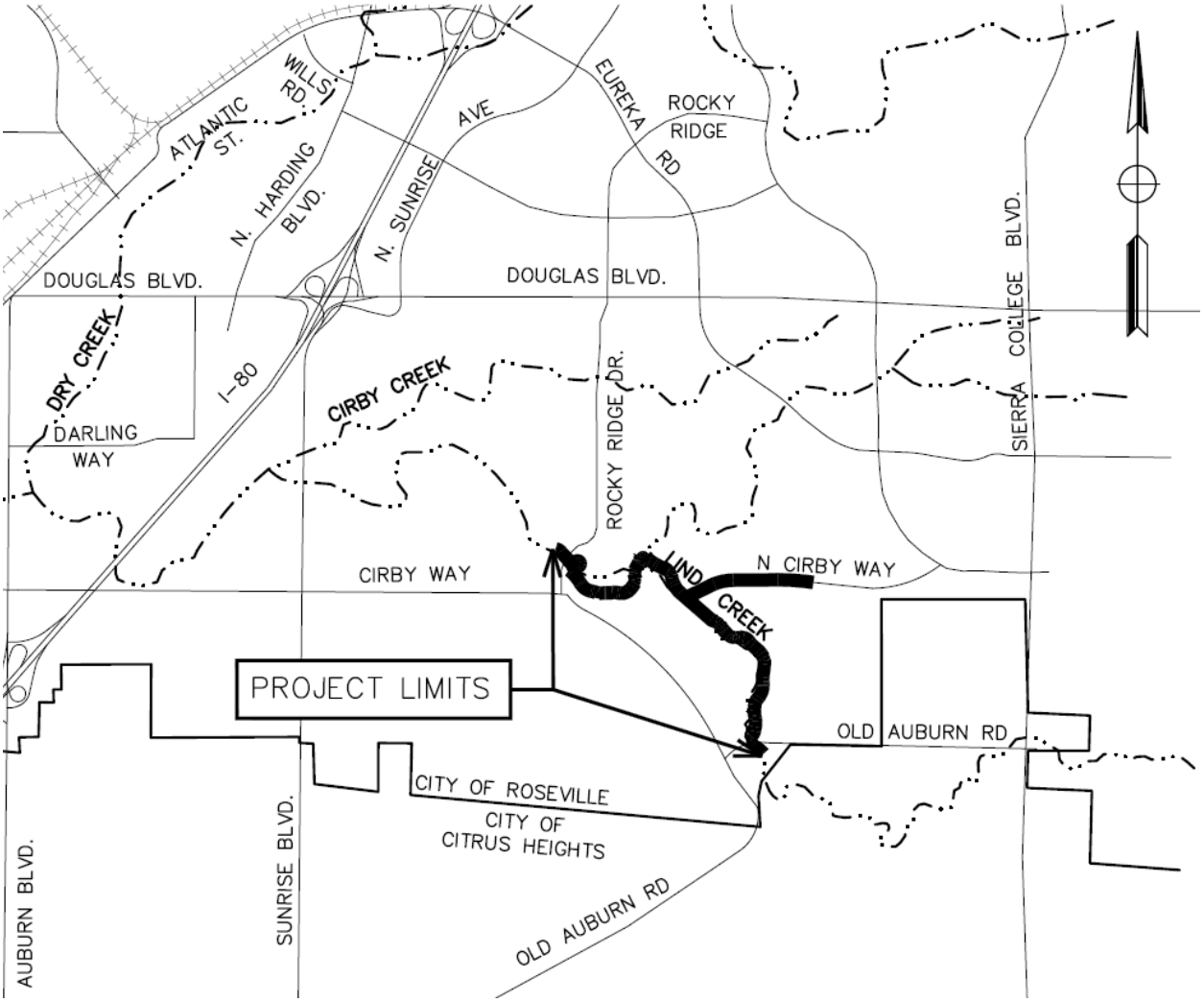
1. Location Map
2. Resolution 26-240
3. Settlement Agreement
4. Property Acquisition Exhibit
5. Resolution 26-241
6. First Amend to Agreement

REVIEWERS:

Cathy Gosalvez, Public Works Department - Engineering - City Projects	Created/Initiated - 5/21/2026
Jesse Khatkar, Public Works Department - Engineering - City Projects	Approved - 5/21/2026
Noah Siviglia, Public Works Department - Engineering - City Projects	Approved - 5/26/2026
Stefanie Kemen, Public Works Department - Administration Division	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

Dry Creek Greenway East Phase 2 Trail Project

Location Map



RESOLUTION NO. 26-240

APPROVING A SETTLEMENT AGREEMENT FOR ACQUISITION OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND GEORGE KHNOUF, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Settlement Agreement for Acquisition of Real Property, for the purchase of real property in the amount of $10,000 for 2,178 square feet of fee acquisition, by and between the City of Roseville and George Khnoug, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it and all related escrow documents on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PARCEL NO.: 469-130-038
TITLE REPORT NO.: FSSE-0102400806 -AM
PROJECT: DRY CREEK GREENWAY EAST TRAIL PH. 2

SETTLEMENT AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS)

THIS SETTLEMENT AGREEMENT is entered into this _____day of _____, 2026 by and between the City of Roseville, a municipal corporation (hereinafter called "Buyer"), and George Khnouf, a married man as his sole and separate property, (hereinafter called "Seller") for acquisition by Buyer of one Partial Fee Acquisition over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest in property, all situated in the City of Roseville, County of Placer, State of California:

A. Partial Fee Acquisition (Attachment 1)

The legal description of the interest is identified in the referenced attachment, which is hereby incorporated by reference.

2. PURCHASE PRICE. The total settlement purchase price, payable in cash through escrow, shall be the sum of:

TEN THOUSAND DOLLARS AND 00/100
($10,000.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1 which is specifically agreed by the parties to be the full amount of compensation due and owing to Grantor for the conveyance of the Partial Fee Acquisition upon the close of escrow.

3. CONVEYANCE OF TITLE. Seller agrees to convey the fee interest by Grant Deed. Seller agrees to convey to Buyer marketable fee title free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, judgements, and taxes EXCEPT:

A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
B. Quasi-public utility, public alley, public street easements, and rights of way of record.
C. Those exceptions contained in a Preliminary Title Report which are approved by Buyer in escrow.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of $10,000.00 issued by Fidelity National Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Fidelity National Title Company, 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Audra Meyer) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deed prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and certificate of acceptance upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any judgments, unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are

unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");

F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 7 of this Agreement;

G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims,

demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) hour written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance and shall perform all of its obligations under any service contracts or other contracts affecting the property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all

applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement and each provision contained herein may be waived, amended, supplemented, or eliminated only by mutual written agreement of the parties.

If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a Municipal Corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
municipal corporation

BY:_____

NAME:_____

TITLE: _____

MAILING ADDRESS OF BUYER
311 Vernon Street
Roseville, CA 95678

SELLER

GEORGE KHNOUF, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

BY:_____
GEORGE KHNOUF

DATE: 4/8/2026

MAILING ADDRESS OF SELLER
George Khnouf
290 Alta Loma Ave.
Daly City, CA 94015

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM:

BY:_____
City Attorney

APPROVED AS TO SUBSTANCE:

BY:_____
Public Works Director

ATTACHMENT 1
GRANT DEED

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: $ None

Space above this line is for Recorder's Use

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 469-130-038

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, George Khnouf, a married man as his sole and separate property, **("Grantor")** hereby grants to the **City of Roseville, a municipal corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated:_____

George Khnouf, a married man as his sole and separate property

By: _____
George Khnouf

FOR: APN: 469-130-038
1214 Samoa Way, Roseville, CA 95661

EXHIBIT A (LEGAL DESCRIPTION)

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 18, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 126 of that certain plat entitled "Champion Oaks Unit No. 3" as shown on the map filed in Book G of Maps, at Page 30, Placer County Records, also being the lands of George Khnouf as said lands are described in that certain document recorded September 19, 2023 as Document No. 2023-0049885-00, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point on the northwesterly line of said lands, from which point the most northerly corner of said lands bears North 40°12'14"East 80.86 feet; thence from said point of beginning, leaving said northwesterly line, South 48°53'43" East 72.31 feet to a point on southeasterly line of said lands, from which the point the most easterly corner of said lands bears North 30°27'14" East 86.47 feet; thence along said southeasterly line, South 30°27'14" West 29.00 feet to the most southerly corner of said lands; thence along the southwesterly line of said lands, North 49°47'46" West 77.22 feet to the most westerly corner of said lands; thence along said northwesterly line, North 40°12'14" East 29.72 feet to the **POINT OF BEGINNING**.

Containing 2,178 Square Feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

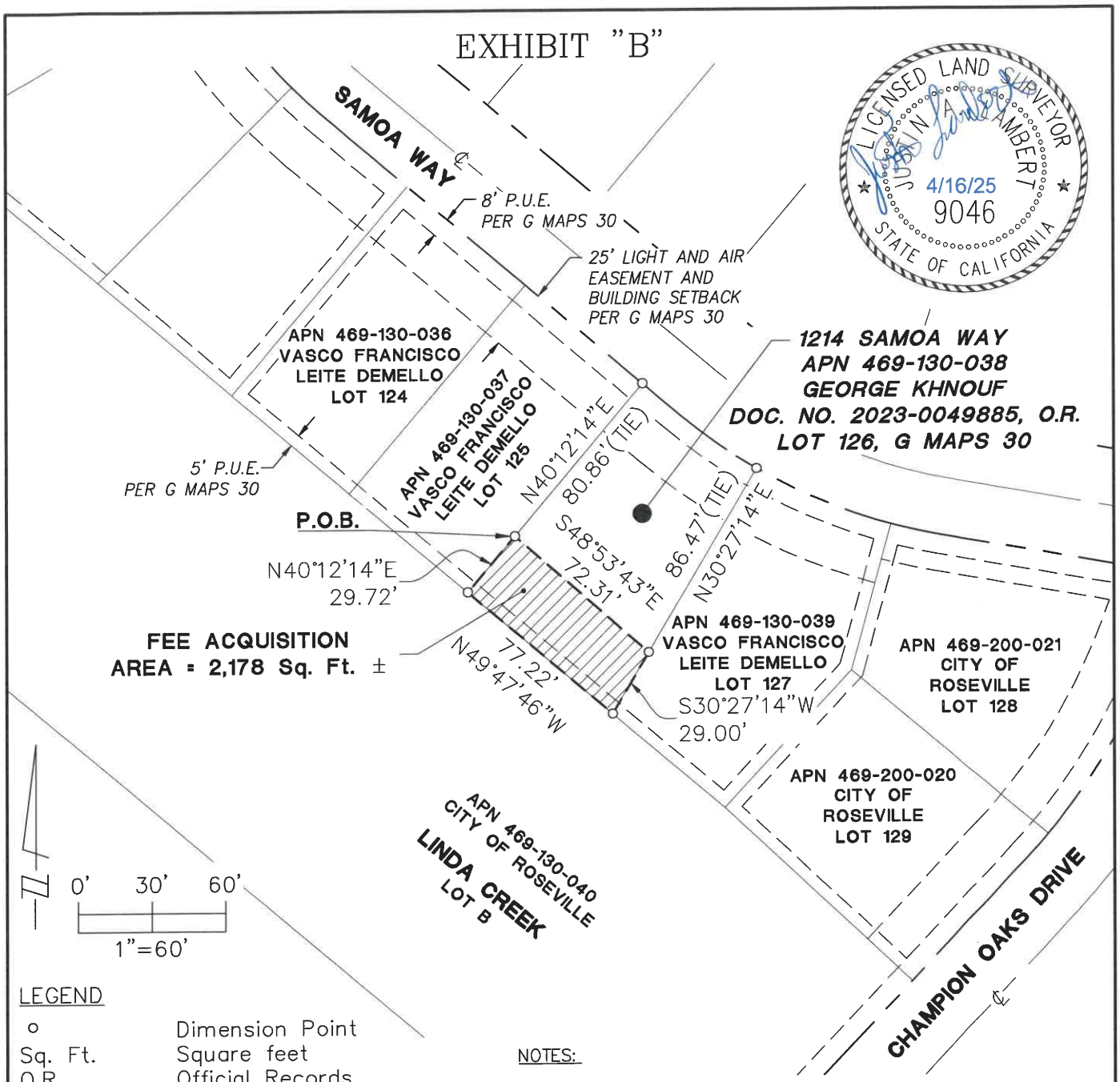
The above-described real property is identified as "Fee Acquisition" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT B (PLAT)

EXHIBIT "B"



LICENSED LAND SURVEYOR
JUSTIN A. LAMBERT
4/16/25
9046
STATE OF CALIFORNIA

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
	Property Line
	Existing Easement Line
	Existing Road Centerline
	Existing Road R/W Line
	Fee Acquisition

NOTES:

1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) TITLE REPORT USED: FIDELITY NATIONAL COMPANY. TITLE NO. FSSE-0102400806A DATED SEPTEMBER 13, 2024.
4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUSITION AREA SHOWN.

GEORGE KHNOUF
APN: 469-130-038

CITY OF ROSEVILLE | COUNTY OF PLACER | STATE OF CALIFORNIA

DATE: 04/16/2025	SCALE: 1" = 60'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 1

Plotted: Apr/16/2025 7:26 AM | By: Tim.schooss
DWG: J:\ROS\6ROS014301 Dry Creek Greenway Ph 2\SURVEY\LEGALS\APN 469-130-038\Exhibits\APN469-130-038_FEE.dwg

PSOMAS
1410 Rocky Ridge Drive, Suite 300
Roseville, Ca. 95661
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

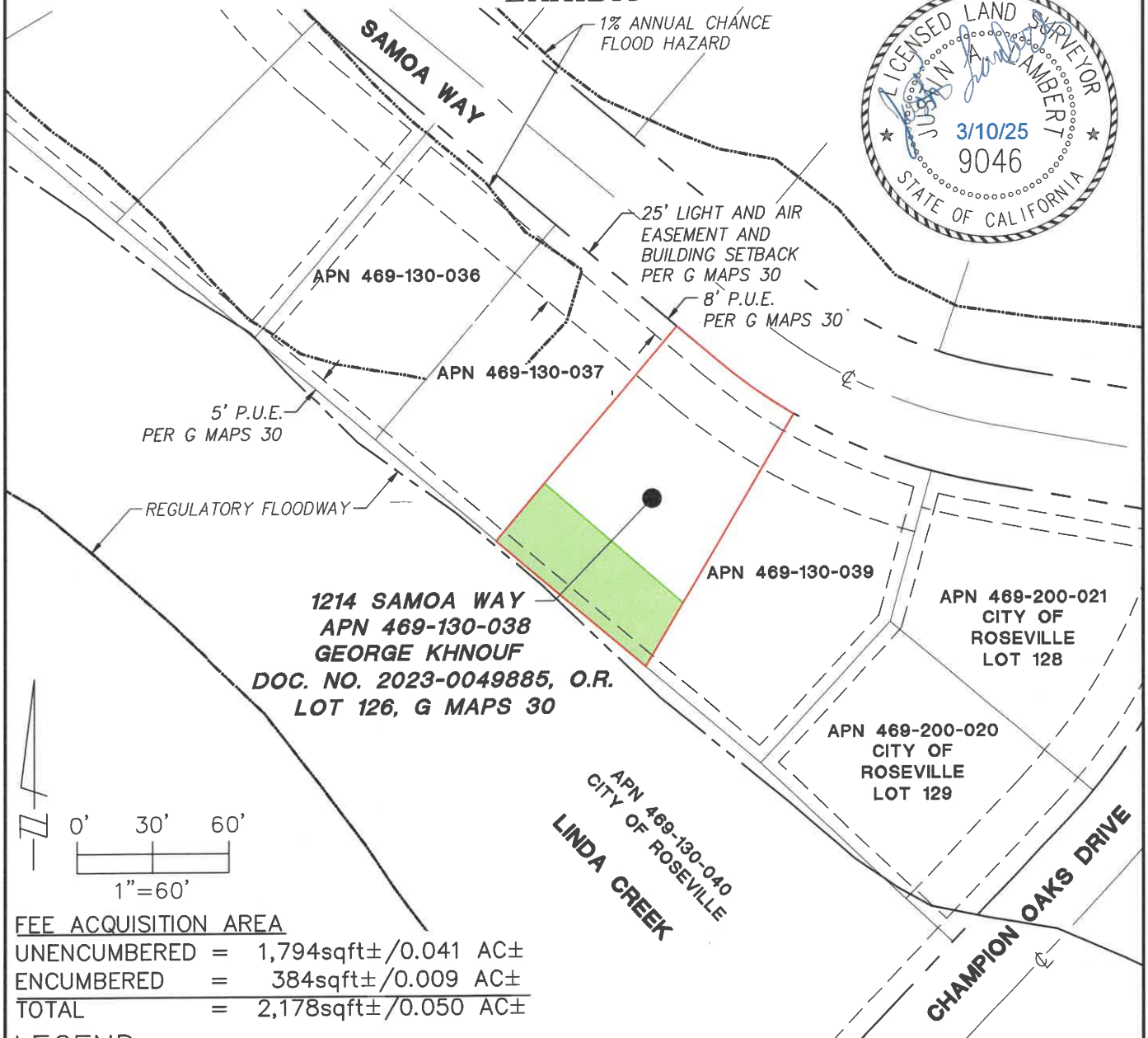
On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

EXHIBIT



LICENSED LAND SURVEYOR
JULIAN A. LAMBERT
3/10/25
9046
STATE OF CALIFORNIA

FEE ACQUISITION AREA

UNENCUMBERED	=	1,794sqft±/0.041 AC±
ENCUMBERED	=	384sqft±/0.009 AC±
TOTAL	=	2,178sqft±/0.050 AC±

LEGEND

- ADJACENT PROPERTY LINE
- EASEMENT LINE
- EXISTING ROAD CENTERLINE
- EXISTING ROAD R/W LINE
- SUBJECT PARCEL BOUNDARY
- FEE ACQUISITION AREA

NOTES:

1) TITLE REPORT USED: FIDELITY NATIONAL TITLE COMPANY. TITLE NO. FSSE-0102400806A DATED SEPTEMBER 13, 2024.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

GEORGE KHNOUF
APN: 469-130-038

CITY OF ROSEVILLE — COUNTY OF PLACER — STATE OF CALIFORNIA

DATE: 03/06/2025	SCALE: 1" = 60'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 1

Plotted: Mar/10/2025 11:46 AM | By: Tim.schooss
DWG: J:\ROS\6R0S014301 Dry Creek Greenway Ph 2\SURVEY\LEGALS\APN 469-130-038\Exhibits\APN469-130-038_APP.dwg

PSOMAS
1410 Rocky Ridge Drive, Suite 300
Roseville, Ca. 95661
(916) 788-8122 (916) 788-0600 (FAX)

RESOLUTION NO. 26-241

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MONUMENT ROW, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Professional Services Agreement for Right-of-Way Services for the Dry Creek Greenway East Trail Phase 2 Project, by and between the City of Roseville and Monument Row, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

Right-of-Way Services for the Dry Creek Greenway East Trail Phase 2 Project

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Monument Row, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated January 15, 2025 ("Agreement") regarding Right-of-Way Services for the Dry Creek Greenway East Trail Phase 2 Project ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated March 24, 2026, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.

2. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay twenty-two thousand, eight hundred dollars ($22,800), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement. This brings the total not to exceed contract amount to ninety-three thousand, eight hundred dollars ($93,800)."

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

MONUMENT ROW, a California corporation

BY: _____
its: President

and

BY: _____
its: Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

"EXHIBIT "A"

March 24, 2026

Catherine Gosalvez
Associate Engineer
City of Roseville Public Works – Engineering
311 Vernon Street
Roseville, CA 95678

RE: **Roseville Dry Creek Greenway E. Trail Project Phase 2 - Additional Budget Request**

Ms. Gosalvez:

The purpose of this letter is to request a budget amendment due to the ongoing negotiations with the property owners that went well past the August 2025 previous timeline defined in the March 26, 2025 budget amendment, and the City has not proceeded to eminent domain. In addition, the proposal from the two properties owned by DeMello to purchase the properties in their entirety require alternate appraisals and appraisal reviews. Please see the requested additional budget in the second table below.

Below is shown the current scope and fee followed by the additional scope and fee.

Budget - Current 3/26/2025			
Task	$/Ea.	Number	Total
Project Management	$190/hr.	35 hours	$6,650
Appraisals	$2,500	6	$15,000
Appraisal Review	$1,500	6	$9,000
Waiver Valuations	n/a	0	$0
Acquisitions	$5,000	5	$25,000
Acquisition	$7,500	1	$7,500
Escrow Coordination	$850	6	$5,100
Certification	$2,000	1	$2,000
Mileage/Postage			$750
TOTAL			**$71,000**

Budget - Revised 3/10/2026			
Task	$/Ea.	Number	Total
Project Management	$190/hr.	35 hours	$6,650
Continued Project Management	$190/hr.	35 hours	$6,650
Appraisals	$2,500	6	$15,000
Alternate Appraisals for DeMello parcels	$2,000	2	$4,000
Appraisal Review	$1,500	6	$9,000
Alternate Appraisal Reviews	$1,500	2	$3,000
Acquisitions	$32,500		$32,500
Continued Acquisition Negotiations	$2,500	4	$10,000
Escrow Coordination	$850	5	$4,250 (1 less)
Certification	$2,000	1	$2,000
Mileage/Postage			$750
TOTAL			**$93,800**

As of our February 2026 billing, Monument has almost reached contractual ceiling of $71,000. Due to the extended negotiations and management support the project requires, we are requesting an additional **$22,800**, raising our contract amount to **$93,800**. We estimate this amendment will cover us through **September 2026**.

If you have any questions, please contact Jane Wiggans at 949.386.2580 or jwiggans@monumentrow.com.

Sincerely,

Bob Morrison
Vice President

monument

3626 Fair Oaks Blvd., Suite 100, Sacramento, CA 95864

info@monumentrow.com | 800 577 0109

monumentrow.com

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.19
File #: 0900-04
Item ID: 2026-461

Title:	Historic Old Town Parking Lot Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact:	Brian Gulewich 916-746-1376 bcgulewich@roseville.ca.us

SUMMARY

Staff recommends approval of the plans and specifications for the Historic Old Town Parking Lot Improvement Project and authorize staff to call for bids. The scope of this project includes construction of surface parking lot with spaces for 128 vehicles (123 spaces and 5 accessible spaces) on the former Union Pacific Railroad property that was acquired by the City in January 2025. The project also includes the installation of 6 EV charging units (12 total EV chargers), parking lot lighting & landscaping, and architectural improvements to the Roundhouse Row Alleyway and the water tower. Construction is estimated to cost approximately $3,900,000 and is planned for summer 2026 to spring 2027. This project is funded through the Strategic Improvement Fund. No General Fund resources will be used for this project.

RECOMMENDATION

Staff recommends that the City Council approve the plans and specifications for the Historic Old Town Parking Improvement Project and authorize staff to call for bids.

BACKGROUND

In January 2025, the City purchased a 1.64-acre parcel from Union Pacific Railroad (UPRR) for the purpose of adding additional parking capacity in Historic Old Town Roseville. The project location is located between the 400 block of Lincoln Street (existing surface lot) and the UPRR rail yard. The need for additional parking was identified in a parking study completed in 2017 in response to the Capitol Corridor Third Track Project. Construction of the surface lot will help address the parking shortfall in Historic Old Town. This project was also identified as a potential project by the Downtown Specific Plan adopted in 2009.

The scope of this project includes construction of a 128-space (123 spaces and 5 accessible spaces) surface parking lot constructed with hot mix asphalt. The project includes 6 EV charging units (12 total EV chargers), parking lot lighting & landscaping, and architectural improvements to the Roundhouse Row Alleyway and the existing water tower. These improvements will revitalize the alleyway while connecting the new parking lot to the heart of Historic Old Town. Construction is planned for summer of 2026 to spring 2027.

PUBLIC OUTREACH

Public Works staff will work closely with the Public Affairs and Communications team to keep the community and stakeholders informed of the project and its impacts.

FISCAL IMPACT

The project construction is estimated to cost $3,900,000 and will be funded through the Strategic Improvement Fund. Once bids are received, a budget adjustment will be recommended at the contract award to cover anticipated actual costs. No General Fund resources will be used on this project.

ENVIRONMENTAL REVIEW

Development of the Historic Old Town Parking Lot Improvement Project was previously evaluated in the Downtown Specific Plan EIR (April 3, 2009, SCH No. 2007102090), and identified in the associated Downtown Specific Plan. The Historic Old Town Parking Lot Improvement Project is within the scope of the project covered by the Downtown Specific Plan EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the Downtown Specific Plan EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Downtown Specific Plan EIR will be implemented during the design and construction of the Historic Old Town Parking Lot Improvement Project. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Brian Gulewich, Assistant Engineer

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Location Map
2. Plans
3. Project Manual

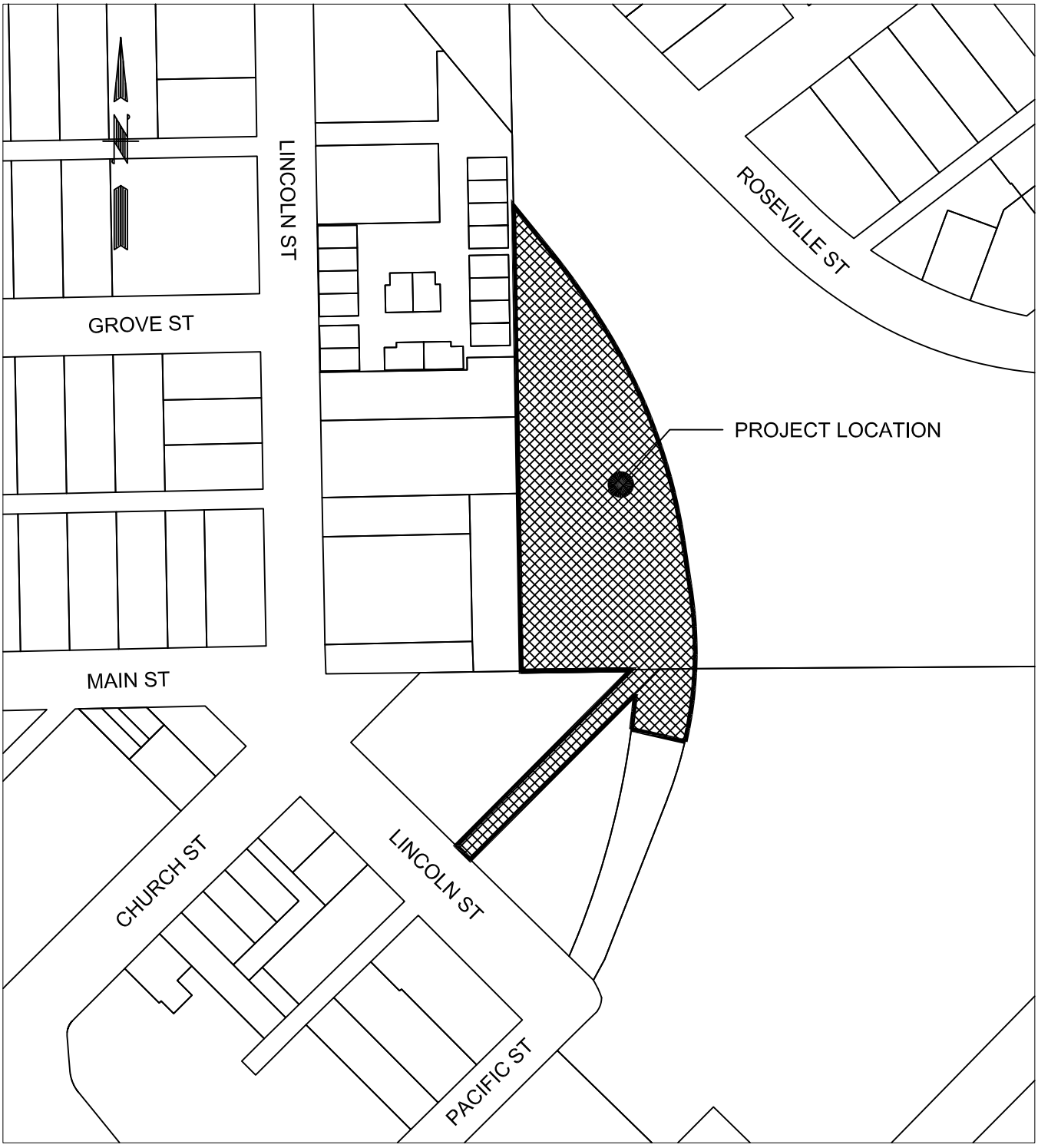
REVIEWERS:

Brian Gulewich, Public Works Department - Engineering - City Projects	Created/Initiated - 5/21/2026
Jesse Khatkar, Public Works Department - Engineering - City Projects	Approved - 5/21/2026
Noah Siviglia, Public Works Department - Engineering - City Projects	Approved - 5/27/2026
Stefanie Kemen, Public Works Department - Administration Division	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

CITY OF ROSEVILLE CALIFORNIA
Public Works

HISTORIC OLD TOWN PARKING LOT IMPROVEMENTS PROJECT

LOCATION MAP



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95% PLAN SET

ROSEVILLE SURFACE PARKING LOT PROJECT

CITY PROJECT #500545

APPROVAL RECOMMENDED BY:

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PRINCIPAL ENGINEER
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RCE 87197

APPROVED BY:

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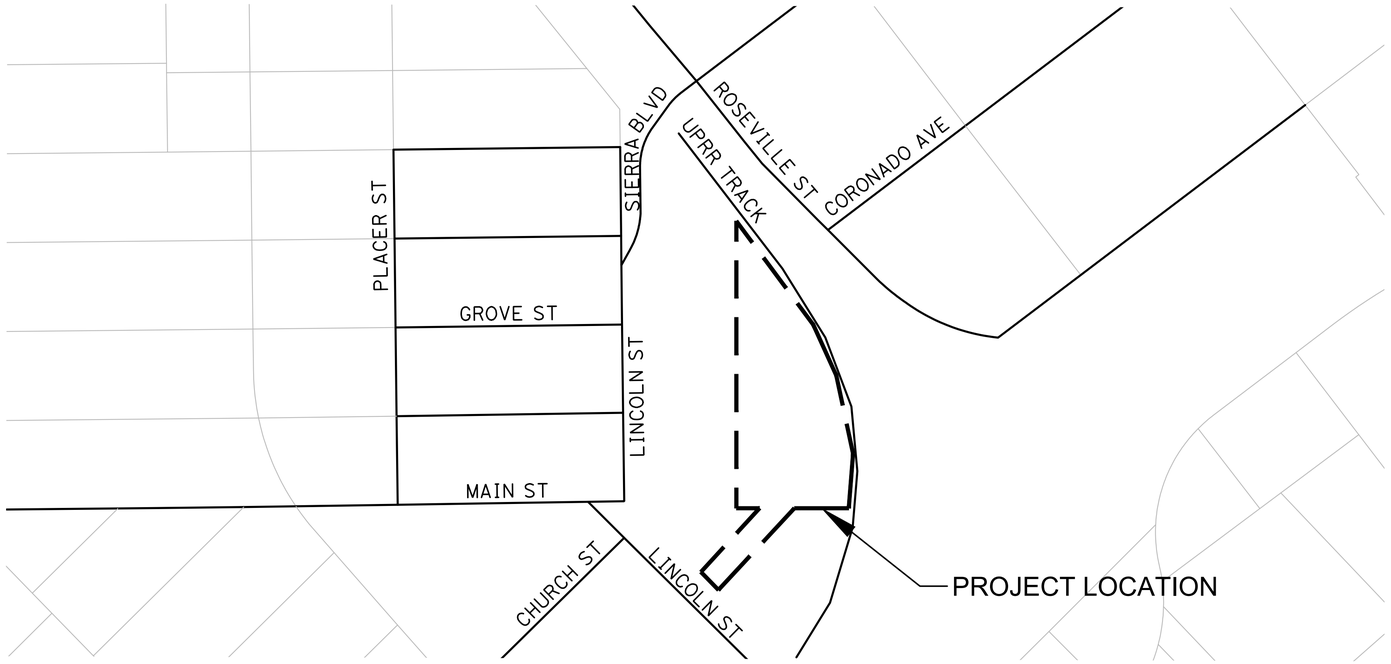
SUBMITTED BY:

EDUARD MUZYCHUK, P.E. — DATE
ENGINEER IN RESPONSIBLE CHARGE
MARK THOMAS
RCE 90738



VICINITY MAP
SCALE: NONE

CITY OF ROSEVILLE
UTILITY REPRESENTATIVES / CONTACTS

UTILITY	REPRESENTATIVES		PHONE
U.S.A.	U.S.A.		800-642-2444
ELECTRIC	ROSEVILLE ELECTRIC	JOEY MCKINNEY	916-774-5618
FIRE	ROSEVILLE FIRE DEPT.	JASON RIZZI	916-774-5802
WATER	CITY OF ROSEVILLE	SEAN BIGLEY	916-774-5513
SEWER	CITY OF ROSEVILLE	DAN PRUDEN	916-774-5750
DRAINAGE	CITY OF ROSEVILLE	JERRY DANKBAR	916-746-5790
PARKS	CITY OF ROSEVILLE	JOEL DE JONG	916-223-7757
GAS	PACIFIC GAS & ELECTRIC	DAVE BOND	530-889-3261
TV	CONSOLIDATED COMMUNICATIONS	HANK BRAZ	916-786-1783
TELE	XO COMMUNICATIONS	STEVE LEOHNER	408-817-2800
TELE	XFINITY	STEVE ABELIA	916-830-6757
TELE	CENTURY LINK/QWEST/LEVEL 3	CALEB KING	918-547-0007
TELEPHONE	AT&T CALIFORNIA	ASTRID WILLARD	916-484-2388
JOINT TRENCH	VERIZON	MIC WOODMAN	801-618-4664
ELECTRIC	SMUD	JERRY CLARK	916-732-5246

95% SUBMITTAL - NOT FOR CONSTRUCTION

T-1

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION NAVD88 164.49' DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D.I. WEST SIDE OF WASHINGTON BLVD APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	NONE
DATE:	05/22/2026
PROJECT NO:	25-B1198

BY:
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — EDUARD MUZYCHUK No. 90738 Exp.12/31/27 CIVIL — STATE OF CALIFORNIA

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CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
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ROSEVILLE, CA 95678
(916) 746-1300

ROSEVILLE SURFACE PARKING LOT PROJECT
TITLE

GENERAL NOTES:

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION AND AMENDMENTS OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.

2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE–CALL SYSTEM. THE CONTRACTORS SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1–800–227–2600.

3. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.

4. THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS CONNECTING TO OR IN THE VICINITY OF THE SAME.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS ON THE JOB SITE.

6. A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RE–COMPACTED, AND RESEALED PRIOR TO PAVING.

7. ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.

8. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE ACCEPTED BY THE ENGINEERING DIVISION OF PUBLIC WORKS BEFORE START OF WORK IN RIGHT–OF–WAY AND SHALL BE IN ACCORDANCE WITH CALIFORNIA MUTCD LATEST EDITION. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.

9. CURB RAMPS CONFORMING TO ALL ADA AND TITLE 24 REQUIREMENTS SHALL BE PLACED AT ALL NEW STANDARD CURB RETURNS (STANDARD DRAWING ST–27) AND STANDARD TYPE A–7 DRIVEWAYS. WHERE EXISTING RAMPS DO NOT MEET CURRENT ADA AND TITLE 24 REQUIREMENTS, THE RAMPS SHALL BE UPGRADED IN CONFORMANCE WITH MINIMUM TITLE 24 REQUIREMENTS. WHERE EXISTING RAMPS DO NOT INCLUDE DETECTABLE WARNING PANELS (TRUNCATED DOMES), PANELS SHALL BE RETROFITTED PER THE CONSTRUCTION STANDARDS.

10. DRAIN INLETS NOT WITHIN A PAVED AREA SHALL HAVE A 12" WIDE COLLAR OF 6" THICK P.C.C. OR 2" THICK A.C..

11. THE CONTRACTOR SHALL CONDUCT A PRE–CONSTRUCTION MEETING ONE–WEEK PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE PUBLIC WORKS ENGINEERING DIVISIONS, ENVIRONMENTAL UTILITIES DEPARTMENT AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING.

12. ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AND EASEMENT AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.

13. PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CALOSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.

14. ALL PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION. NON–REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION.

15. THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE ENGINEER AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.

15. WHERE COMBINATIONS OF SIDEWALK OR CURB AND GUTTER ARE PLACED CONTIGUOUS TO EXISTING, ALL ADJOINING EXISTING CONCRETE VERTICAL FACES SHALL BE DOWELED. ALL ABUTTING SIDEWALK ENDS SHALL BE DOWELED MID–SECTION VERTICALLY WITH TWO DOWELS FOR FOUR THROUGH SIX–FOOT WIDE SIDEWALK AND THREE DOWELS FOR WIDER SIDEWALK. ABUTTING CURB AND GUTTER ENDS SHALL BE DOWELED TWICE, 18 INCHES APART AT GUTTER PAN MID–SECTION. DOWEL CONNECTIONS OF LONGITUDINAL RUNS OF SIDEWALK TO BACK OF CURB SHALL BE THREE FEET ON CENTER. ALL DOWELS SHALL BE 16 INCHES LONG, GRADE 60; #4 REBAR PENETRATING FOUR INCHES. THE DOWEL HOLE SHALL BE 5/8–INCH DIAMETER AT A SLIGHT HORIZONTAL ANGLE FROM PERPENDICULAR. THE PENETRATING PORTION OF THE DOWEL AND THE ENTIRE (CLEANED) VERTICAL SURFACE OF THE ADJOINING, EXISTING CONCRETE SHALL BE THOROUGHLY COATED WITH STATE STANDARD TWO–PART EPOXY.

16. WHEN SAWCUTTING WITHIN THE STREET FOR TRENCHING OR OTHER PURPOSES, CONTRACTOR SHALL GRIND 1½" OF PAVEMENT BETWEEN THE LANE LINES (FROM LANE STRIPE TO LANE STRIPE) UPON COMPLETION OF THE SAWCUTTING AND OR TRENCHING WORK. WHERE THE SAWCUTTING OCCURS BETWEEN THE CURB AND GUTTER AND NEAREST LANE STRIPE (INCLUDING BIKE LANES), THE SAME 1 ½" GRIND SHALL BE REQUIRED. CONTRACTOR TO PLACE A PETROMAT FABRIC OR APPROVED EQUAL BY THE CITY OF ROSEVILLE AND OVERLAY FROM LANE STRIPE TO LANE STRIPE, OR CURB TO LANE STRIPE AND RESTRIPE OR REPLACE ANY DELINEATORS REMOVED DURING THE GRIND.

GRADING NOTES:

1. GRADING SHALL CONFORM TO APPENDIX CHAPTER 33 UBC, LATEST EDITION, AND TO THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEERING REPORT BY CRAWFORD & ASSOCIATES, INC, DATED JUNE 2021.

2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THIS PROJECT OR AS DETERMINED BY THE ENGINEER. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THE SWPPP PLAN.

3. NON–POTABLE WATER SHALL BE SPRAYED ON ALL EXPOSED EARTH SURFACES DURING CLEARING GRADING, EARTH MOVING, AND OTHER SITE PREPARATION ACTIVITIES. THE EXPOSED EARTH SHALL BE WATERED THROUGHOUT THE DAY TO MINIMIZE DUST.

4. TARPAULINS OR OTHER EFFECTIVE COVERS SHALL BE USED ON ALL STOCKPILED EARTH MATERIAL AND ON HAUL TRUCKS TO MINIMIZE DUST.

5. THE CITY SHALL HAVE THE AUTHORITY TO STOP ALL GRADING OPERATIONS, IF, IN OPINION OF THE ENGINEER, INADEQUATE DUST CONTROL MEASURES ARE BEING PRACTICED OR EXCESSIVE WIND CONDITIONS CONTRIBUTE TO FUGITIVE DUST EMISSIONS.

6. ADJACENT STREET FRONTAGES SHALL BE SWEPT AT LEAST TWICE A DAY TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES. REFER TO SCHEDULES WITHIN SWPPP.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT AND DIRT FROM BEING RELEASED OR TRACKED OFFSITE. REFER TO SWPPP FOR SPECIFIC REQUIREMENTS.

8. CONSTRUCTION SHALL STOP IF CULTURAL RESOURCES ARE SUSPECTED. IT IS POSSIBLE THAT PREVIOUS ACTIVITIES HAVE OBSCURED SURFACE EVIDENCE OF CULTURAL RESOURCES. IF SIGNS OF AN ARCHEOLOGICAL SITE, SUCH AS ANY UNUSUAL AMOUNTS OF STONE, BONE, OR SHELL, ARE UNCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES, WORK SHALL BE HALTED WITHIN 100 FEET OF THE FIND AND THE ROSEVILLE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE NOTIFIED. A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED FOR AN ON–SITE EVALUATION. THE ARCHEOLOGIST MAY REQUIRE ADDITIONAL MITIGATION.

9. IF SUBSTANTIAL FOSSIL REMAINS (PARTICULARLY VERTEBRATE REMAINS) ARE DISCOVERED DURING EARTH–DISRUPTING ACTIVITIES ON THE PROJECT SITE, ACTIVITIES WILL STOP IMMEDIATELY UNTIL A STATE–REGISTERED PROFESSIONAL GEOLOGIST OR QUALIFIED PROFESSIONAL PALEONTOLOGIST CAN ASSESS THE NATURE AND IMPORTANCE OF THE FIND AND A QUALIFIED PROFESSIONAL PALEONTOLOGIST CAN RECOMMEND APPROPRIATE TREATMENT. TREATMENT MAY INCLUDE PREPARATION AND RECOVERY OF FOSSIL MATERIALS SO THAT THEY CAN BE HOUSED IN AN APPROPRIATE MUSEUM OR UNIVERSITY COLLECTION, AND MAY ALSO INCLUDE PREPARATION OF A REPORT FOR PUBLICATION DESCRIBING THE FINDS. THE APPLICANT WILL BE RESPONSIBLE FOR ENSURING THAT RECOMMENDATIONS REGARDING TREATMENT AND REPORTING ARE IMPLEMENTED.

10. IF HUMAN REMAINS ARE DISCOVERED DURING ANY PHASE OF CONSTRUCTION, INCLUDING DISARTICULATED OR CREMATED REMAINS, THE CONSTRUCTION CONTRACTOR WILL IMMEDIATELY CEASE ALL GROUND–DISRUPTING ACTIVITIES WITHIN 100 FEET OF THE REMAINS AND NOTIFY THE CITY OF ROSEVILLE PUBLIC WORKS DEPARTMENT.

11. SHOULD GRADING OPERATIONS UNCOVER HAZARDOUS MATERIALS, OR WHAT APPEARS TO BE HAZARDOUS MATERIALS, THE FIRE DEPARTMENT SHALL BE CONTACTED IMMEDIATELY AT (916) 774–5820. THE AREA, WHICH CONTAINS THE HAZARDOUS MATERIALS, SHALL BE MARKED OFF UNTIL AN INVESTIGATION BY A MEMBER OF THE FIRE DEPARTMENT IS CONDUCTED.

12. CONTAMINATED SOIL–DEVELOP AGREES TO PROPERLY ADHERE TO ALL THEN CURRENT STATE AND FEDERAL REQUIREMENTS WHEN ANY EVIDENCE OF TOXIC, HAZARDOUS OR CONTAMINATED SOILS ARE ENCOUNTERED DURING ANY AND ALL EXCAVATION OR GRADING OPERATIONS, AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OR ROSEVILLE, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY ALL LIABILITY, COSTS, CLAIMS, FEES, FINES, PENALTIES AND CLAIMS OF OR DAMAGE OF ANY TYPE WHATSOEVER, EXTRA COSTS FOR REMEDIATION AND/OR REMOVAL OF SOIL SHALL BE BOURN SOLELY BY THE DEVELOPER. THE PARTIES INTEND THAT THIS PROVISION BE BROADLY CONSTRUED.

FIRE DEPARTMENT HAZARDOUS MATERIALS DISCLOSURE NOTE:

1. IF SITE SURVEY OR EARTH MOVING WORK RESULTS IN THE DISCOVERY OF HAZARDOUS MATERIALS IN CONTAINERS, OR WHAT APPEARS TO BE HAZARDOUS WASTES RELEASED INTO THE GROUND, THE CONTRACTOR OR APPLICANT SHALL IMMEDIATELY REPORT THE FINDING TO THE ROSEVILLE FIRE DEPARTMENT VIA PHONE (916) 774–5820. ALL SUSPECTED AREAS SHALL BE MARKED OFF WITH APPROVED SIGNAGE OR CAUTION TAPE UNTIL SUCH TIME THAT A REPRESENTATIVE FROM THE FIRE DEPARTMENT DETERMINES WHETHER THE RELEASE IS REPORTABLE OR NOT AND IF THE SITE REMEDIATION IS REQUIRED.

DRAINAGE AND UTILITY NOTES:

1. THE TYPES, LOCATIONS, SIZES AND DEPTHS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. MARK THOMAS & COMPANY, INC. AND THE CITY CAN NOT ASSUME RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UTILITIES NOR THE EXISTENCE OF OTHER BURIED OBJECTS OR SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE PLANS.

2. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1–800–642–2444) 48 HOURS BEFORE WORK IS TO BEGIN. THE CONTRACTOR SHALL POTHOLE AND VERIFY THE LOCATION OF ALL EXISTING UTILITIES IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND REPAIR OF DAMAGE TO ALL EXISTING UTILITIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE RESPECTIVE UTILITY COMPANIES FOR VERIFICATION AT THE SITE OF ANY POSSIBLE CONFLICTS WITH THEIR UNDERGROUND UTILITIES AND THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

4. THE CONTRACTOR SHALL POTHOLE AND VERIFY LOCATION OF ALL EXISTING UTILITIES IN THE FIELD. IF THE CONTRACTOR FINDS ANY DISCREPANCIES BETWEEN ACTUAL AND WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND FOR GENERAL INFORMATION PURPOSES ONLY.

5. ALL SANITARY SEWER AND STORM DRAIN PIPES SHALL HAVE A MINIMUM OF 5 FEET CLEARANCE (HORIZONTALLY). A MINIMUM OF 3 FEET OF COVER SHALL BE HELD FROM FINISH GRADE TO THE TOP OF ALL WATER, SEWER, AND STORM DRAIN PIPES.

6. ALL UTILITY TRENCHING SHALL BE COMPLETED PER CITY OF ROSEVILLE CONSTRUCTION STANDARD SECTION 31; TRENCH BACKFILL PER STANDARD DETAIL TB–1, W–1 & SS–1.

95% SUBMITTAL - NOT FOR CONSTRUCTION

GN-1

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49' **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278. TOP OF CURB AT D.I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	NONE
DATE:	05/22/2026
PROJECT NO:	25–B1198

BY:

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — EDUARD MUZYCHUK — No. 90738 — Exp. 12/31/27 — CIVIL — STATE OF CALIFORNIA

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ROSEVILLE, CA 95678
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CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT

GENERAL NOTES

2 OF 29

EROSION & SEDIMENT CONTROL NOTES:

1. THE STATE'S GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (WQD 99-080-DWQ) REQUIRES THE PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR SITES WITH SOIL DISTURBANCES GREATER THAN OR EQUAL TO ONE ACRE, OR FROM SITES SMALLER THAN ONE ACRE IF THE CONSTRUCTION ACTIVITY IS PART IF A LARGER PLAN OF DEVELOPMENT OR SALE THAT DISTURBS ONE ACRE OR MORE. CONSTRUCTION ACTIVITY SHALL NOT COMMENCE, NOR A PRE-CONSTRUCTION MEETING PERMITTED TO BE SCHEDULED, PRIOR TO THE SWPPP BEING ACCEPTED BY THE CITY. FOR MORE INFORMATION SEE: WWW.ROSEVILLE.CA.US/EU/STORMWATER_MANAGEMENT

2. THE PROJECT STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS INCORPORATED BY REFERENCE INTO THIS SET OF PLANS. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THESE PLANS.

3. A COPY OF THE SWPPP SHALL BE KEPT AT THE PROJECT SITE AT ALL TIMES.

4. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE SWPPP AND/OR AS DIRECTED BY THE ENGINEER.

5. NO GRADING OR TRENCHING, EXCEPT AS REQUIRED FOR EROSION OR SEDIMENT CONTROL, SHALL OCCUR WITHIN 35 FEET FROM THE CENTERLINE OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES BETWEEN OCTOBER 15 AND APRIL 15 EXCEPT AS APPROVED BY THE DEPARTMENT OF FISH AND WILDLIFE.

6. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE SWPPP.

7. THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE DEVELOPMENT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE WATER QUALITY OF THE RUNOFF IN ACCORDANCE WITH THE SWPPP.

8. CONTRACTOR SHALL HYDROSEED ALL DISTURBED AREAS, AS SPECIFIED IN THE APPROVED SWPPP.

9. THE CONTRACTOR IS EXPECTED TO COMPLY WITH THE FUGITIVE DUST CONTROL REQUIREMENTS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT: WWW.PLACER.CA.GOV/APCD

STRIPING NOTES:

1. FOR ALL STRIPES AND MARKINGS WITHIN THE ROADWAY, ALL TRAFFIC STRIPES, ARROWS AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN SECTION 84 OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS (2015). THERMOPLASTIC MATERIAL SHALL BE APPLIED ONLY WHEN THE PAVEMENT SURFACE TEMPERATURE IS ABOVE 60 DEGREES FAHRENHEIT. ALL STRIPE AND MARKINGS ON THE BIKE TRAIL SHALL BE PAINT PER SECTION 84 OF CALTRANS STANDARD SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL CONSTRUCTION SIGNING AS REQUIRED BY CALIFORNIA MUTCD (LATEST EDITION) TO DELINEATE CONSTRUCTION HAZARDS AT CONTRACTORS EXPENSE.

FIRE DEPARTMENT NOTES:

1. CONSTRUCTION MATERIAL AND VEHICLES SHALL NOT OBSTRUCT FIRE APPARATUS ACCESS TO FIRE APPARATUS ROADS, FIRE HYDRANTS OR BUILDINGS.

2. TEMPORARY ABOVE-GROUND FUEL STORAGE TANK MAY BE USED ON CONSTRUCTION SITES FOR DIESEL FUEL ONLY AND SHALL NOT EXCEED 1,000 GALLON LIQUID CAPACITY. SUCH INSTALLATIONS SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE CITY FIRE CODE. A FIRE DEPARTMENT PERMIT SHALL BE OBTAINED PRIOR TO THE PLACEMENT OF SUCH TANKS ON THE SITE. THE STREET ADDRESS OF THE CONSTRUCTION SITE SHALL BE CLEARLY IDENTIFIED AT ALL ENTRANCES INTO EACH EXISTING SITE.

3. THE BURNING OF COMBUSTIBLE CONSTRUCTION MATERIALS AND TRASH IS PROHIBITED.

4. ASPHALT AND TAR KETTLES SHALL NOT BE LOCATED WITHIN 20 FEET OF ANY COMBUSTIBLE MATERIAL, COMBUSTIBLE BUILDING SURFACE OR BUILDING OPENING. AN ATTENDANT SHALL BE WITHIN 100 FEET OF A KETTLE WHEN THE HEAT SOURCE IS OPERATING. A MINIMUM OF ONE 208:C PORTABLE FIRE EXTINGUISHER SHALL BE LOCATED WITHIN 30 FEET OF THE KETTLE.

5. DRY WALL AND OTHER TEMPORARY HEATING DEVICES SHALL BE OF AN APPROVED TYPE, LOCATED AWAY FROM COMBUSTIBLE MATERIALS AND ATTENDED AND MAINTAINED AT ALL TIMES. HEATING DEVICES SHALL NOT BE OPERATED AFTER NORMAL WORKING HOURS WITHOUT BEING ATTENDED ON AN HOURLY BASIS.

6. CUTTING AND WELDING OPERATIONS SHALL CONFORM TO THE HOT WORK PROVISIONS OF ARTICLE 49 OF THE CITY FIRE CODE. A FIRE WATCH SHALL BE PROVIDED DURING HOT WORK ACTIVITIES AND SHALL CONTINUE FOR A MINIMUM OF 30 MINUTES AFTER THE CONCLUSION OF THE WORK.

GENERAL LEGEND

(100.00) EXIST ELEVATIONS

XX / XX — DETAIL No. / PLAN SHEET No.

GENERAL SYMBOLS:

CENTERLINE	"B" LINE
TOPO. LINES	
R/W LINE	
EASEMENT	
EXIST EDGE OF PVMT	
SAWCUT LINE	
VAR DEPTH OVERLAY	
EXIST FENCE	
TREE	
CONTROL POINT	
FOUND PROPERTY CORNER (AS NOTED)	
YARD LIGHT	

UTILITY LEGEND

12" SD	EXIST STORM DRAIN PIPE
10" SS	EXIST SANITARY SEWER PIPE
12"W	EXIST WATER PIPE
T (OH)	EXIST OVERHEAD TELEPHONE
CABLE (OH)	EXIST OVERHEAD CATV
E(oh)	EXIST OVERHEAD ELECTRICAL
T	EXIST UNDERGROUND TELEPHONE
2"G	EXIST UNDERGROUND GAS LINE
	EXIST SEWER CLEANOUT
	EXIST FIRE HYDRANT
	EXIST WATER SERVICE
	EXIST STREET LIGHT
	EXIST STORM DRAIN MANHOLE
	EXIST STORM DRAIN INLET
SW	EXIST SUREWEST (CONSOLIDATED COMMUNICATIONS)
	FIRE HYDRANT - EXISTING
	POWER POLE - EXISTING (PG&E)
	GUY WIRE - EXISTING (PG&E)
///	REMOVE UTILITY LINE
	POTHOLE LOCATIONS

ABBREVIATIONS:

AB – AGGREGATE BASE
AC – ASPHALT CONCRETE
ARV – AIR RELEASE VALVE
AVE – AVENUE
BB – BEGIN BRIDGE
BC – BEGIN CURVE
BEG – BEGIN
BFP – BACKFLOW PREVENTOR
BLVD – BOULEVARD
BOC – BACK OF CURB
BOF – BOTTOM OF FOOTING
BOV – BLOWOFF VALVE
BOW – BACK OF WALK/WALL
BVCE – BEGINNING VERTICAL CURVE ELEVATION
BVCS – BEGINNING VERTICAL CURVE STATION
CA – CABLE
CB – CATCH BASIN
C&G – CURB & GUTTER
CG&SW – CURB, GUTTER & SIDEWALK
CL – CENTER LINE
CLF – CHAIN LINK FENCE
CLR – CLEAR/CLEARANCE
CONC – CONCRETE
CP – CATCH POINT
CST – CITY STANDARDS
CSP – CALTRANS STANDARD PLANS
CT – CALTRANS
CTB – CEMENT TREATED BASE
DFL – DITCH FLOWLINE
DG – DECOMPOSED GRANITE
DI – DRAIN INLET
DIP – DUCTILE IRON PIPE
DR – DRIVE
DWG – DRAWING
DWY – DRIVEWAY
E – EASTING
EB – END BRIDGE
EC – END CURVE
ELEC – ELECTRIC LINE
ELEV – ELEVATION
EM – ELECTRIC METER
EMH – ELECTRIC MANHOLE
EP – EDGE OF PAVEMENT
ES – EDGE OF SHOULDER
ESA – ENVIRONMENTALLY SENSITIVE AREA
ETW – EDGE OF TRAVELED WAY
EUD – ENVIRONMENTAL UTILITIES DEPARTMENT
EV – ELECTRIC VAULT
EVCE – END VERTICAL CURVE ELEVATION
EVCS – END VERTICAL CURVE STATION
EX – EXCAVATION
EXIST – EXISTING
FC – FACE OF CURB
FDC – FIRE DEPARTMENT CONNECTION
FG – FINAL GRADE
FH – FIRE HYDRANT
FL – FLOWLINE
FO – FIBER OPTIC
FOW – FACE OF WALL/FRONT OF WALK
G – GAS LINE
GB – GRADE BREAK
GM – GAS METER
GR – GRATE
GV – GAS VALVE
H – HEIGHT
HMA – HOT MIX ASPHALT
HORIZ – HORIZONTAL
HP – HINGE POINT
HRC – HANDICAP RAMP
INV – INVERT
IRR – IRRIGATION
JP – JOINT POLE
JT – JOINT TRENCH
LIP – LIP OF GUTTER
LOL – LAYOUT LINE
LP – LOW POINT
Lt – LEFT
MAX – MAXIMUM
MH – MANHOLE
MIN – MINIMUM
MOD – MODIFICATION
MUP – MULTI-USE PATH
MUTCD – MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES
N – NORTHING
NO. – NUMBER
OC – ON CENTER
OG – ORIGINAL GROUND
OH – OVERHEAD UTILITY
OHWM – ORDINARY HIGH WATER MARK
PC – POINT OF CURVATURE
PCC – PORTLAND CONCRETE CEMENT
PG – PROFILE GRADE
PG&E – PACIFIC GAS & ELECTRIC
PIV – POST INDICATOR VALVE
PL – PROPERTY LINE
PLNTR – PLANTER
POC – POINT OF CONNECTION
PP – POWER POLE
PROP – PROPOSED
PUE – PUBLIC UTILITY EASEMENT
PVC – POLYVINYL CHLORIDE
PVI – POINT OF VERTICAL INTERSECTION
PVMT – PAVEMENT
R – RADIUS
RCP – REINFORCED CONCRETE PIPE
Rt – RIGHT
R/W – RIGHT OF WAY
SAW – SAWCUT
SD – STORM DRAIN LINE
SDMH – STORM DRAIN MANHOLE
Shld – SHOULDER
SIC – SIGNAL INTERCONNECT
SL – STREET LIGHT
SMT – SURFACE MOUNTED TRANSFORMER
SS – SANITARY SEWER LINE
SSCO – SANITARY SEWER CLEANOUT
SSMH – SANITARY SEWER MANHOLE
ST – STREET
STA – STATION
STD – STANDARD
SW – SIDEWALK
T – TELEPHONE LINE
TB – TELEPHONE BOX
TBC – TOP BACK OF CURB
TC – TOP OF CURB
TCE – TEMPORARY CONSTRUCTION EASEMENT
TG – TOP OF GRATE
TOF – TOP OF FOOTING
TOP – TOP OF PIPE
TOT – TOTAL
TOW – TOP OF WALL
TP – TELEPHONE POLE
TS – TRAFFIC SIGNAL
TSB – TRAFFIC SIGNAL CONTROL BOX
TYP – TYPICAL
UG – UNDERGROUND (UTILITY)
VAR – VARIES
VC – VERTICAL CURVE
VCP – VITRIFIED CLAY PIPE
VERT – VERTICAL
VG – VALLEY GUTTER
VRSP – VEGETATED ROCK SLOPE PROTECTION
W – WATER MAIN
WM – WATER METER
WMH – WATER MANHOLE
WS – WATER SERVICE
WV – WATER VALVE

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GN-2

[redacted] BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION NAVD88 164.49' DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D.I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	NONENONE
DATE:	05/22/2026
PROJECT NO:	25-81198

BY:
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — EDUARD MUZYCHUK — No. 90738 — Exp. 12/31/27 — CIVIL — STATE OF CALIFORNIA

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311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

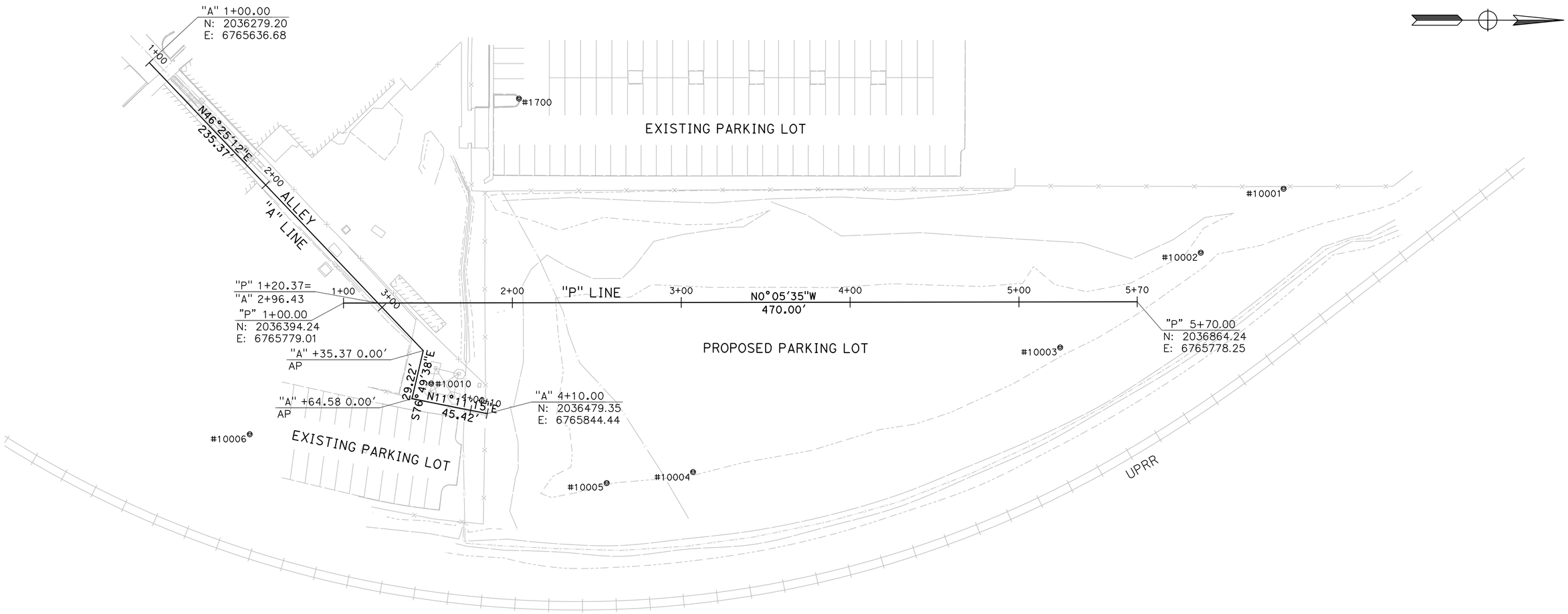
ROSEVILLE SURFACE PARKING LOT PROJECT

GENERAL NOTES

3 OF 29

NOTE:

1. IF MONUMENTS ADJACENT TO THE CONSTRUCTION ZONE ARE DAMAGED BY CONTRACTOR'S OPERATIONS, CONTRACTOR SHALL REPLACE AT CONTRACTOR'S COST.



PROJECT CONTROL MAP

PROJECT CONTROL POINTS

POINT No.	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DESCRIPTION
1700	"P" 1+83.71	120.80' Lt	2036498.13'	6765658.02'	162.02'	SVCX-SET TOP OF CURB
10001	-	-	2036950.94'	6765711.35'	167.42'	SVMO-FND PROP COR
10002	-	-	2036901.89'	6765749.20'	166.98'	SVMO-FND PROP COR
10003	"P" 5+04.05	26.77' Rt	2036818.61'	6765805.30'	168.91'	SVMO-FND PROP COR
10004	"P" 2+86.59	100.33' Rt	2036601.21'	6765879.06'	167.02'	SVMO-FND PROP COR
10005	"P" 2+35.46	106.77' Rt	2036550.09'	6765885.55'	166.10'	SVMO-FND PROP COR
10006	"A" 3+00.37	108.57' Rt	2036338.68'	6765856.68'	161.07'	SVMO-FND PROP COR
10010	"A" 3+53.24	9.03' Lt	2036446.17'	6765826.65'	161.62'	SVMO-FND PROP COR

LEGEND

⊜ CONTROL POINT

DATUM

COORDINATES SHOWN ARE CS83(2011), ZONE 2 EPOCH 2017.50.

COORDINATES AND ELEVATIONS SHOWN ARE IN U.S. SURVEY FEET. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, DIVIDE BY A SCALE FACTOR OF 0.999928.

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PC-1

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DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	1:30
DATE:	05/22/2026
PROJECT NO:	25-81198

BY:

PLANS APPROVAL DATE

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ROSEVILLE SURFACE PARKING LOT PROJECT

PROJECT CONTROL

4 OF 29

NOTES:

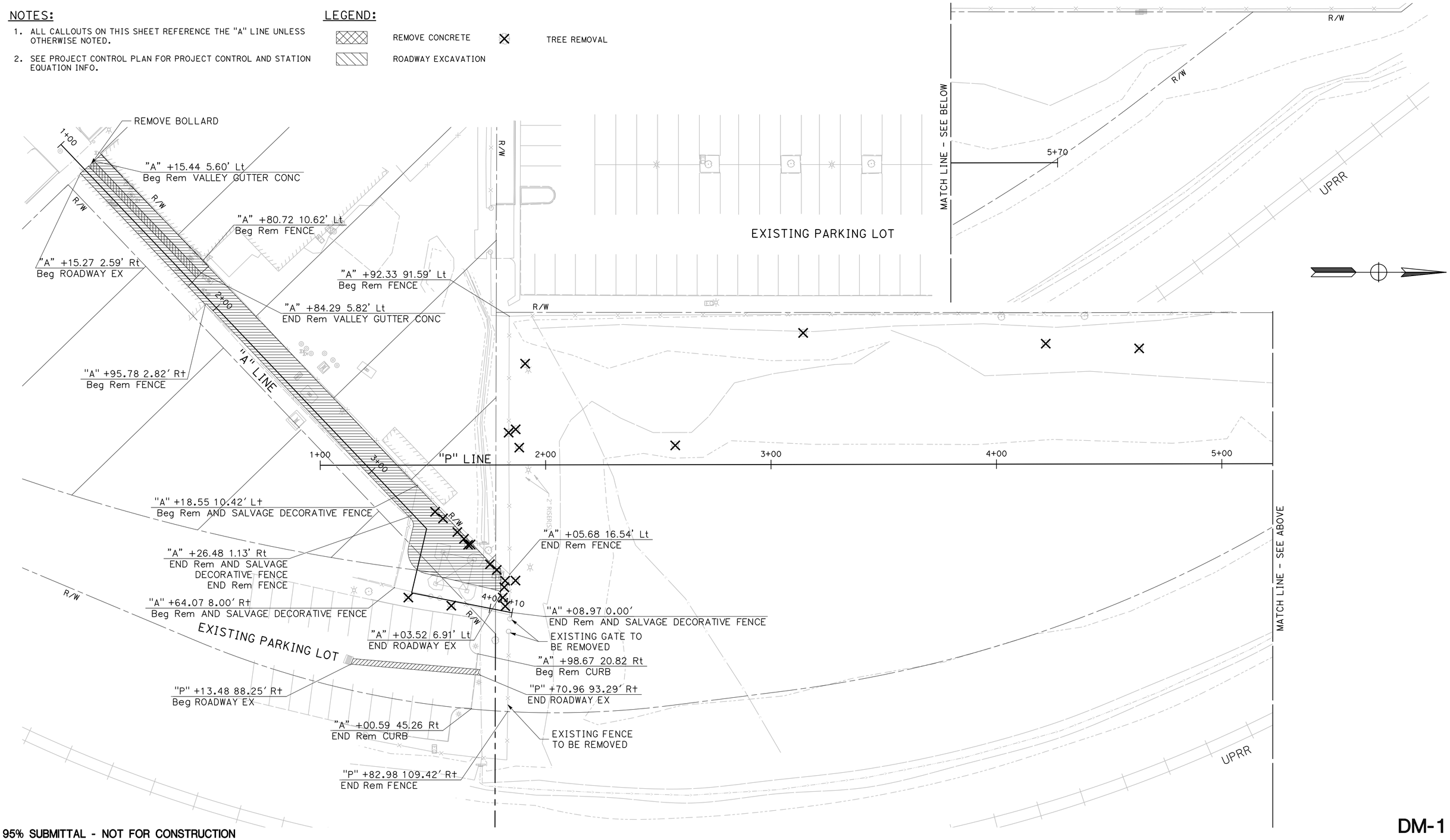
1. ALL CALLOUTS ON THIS SHEET REFERENCE THE "A" LINE UNLESS OTHERWISE NOTED.
2. SEE PROJECT CONTROL PLAN FOR PROJECT CONTROL AND STATION EQUATION INFO.

LEGEND:

REMOVE CONCRETE

ROADWAY EXCAVATION

TREE REMOVAL



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DM-1

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DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	1:20
DATE:	05/22/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

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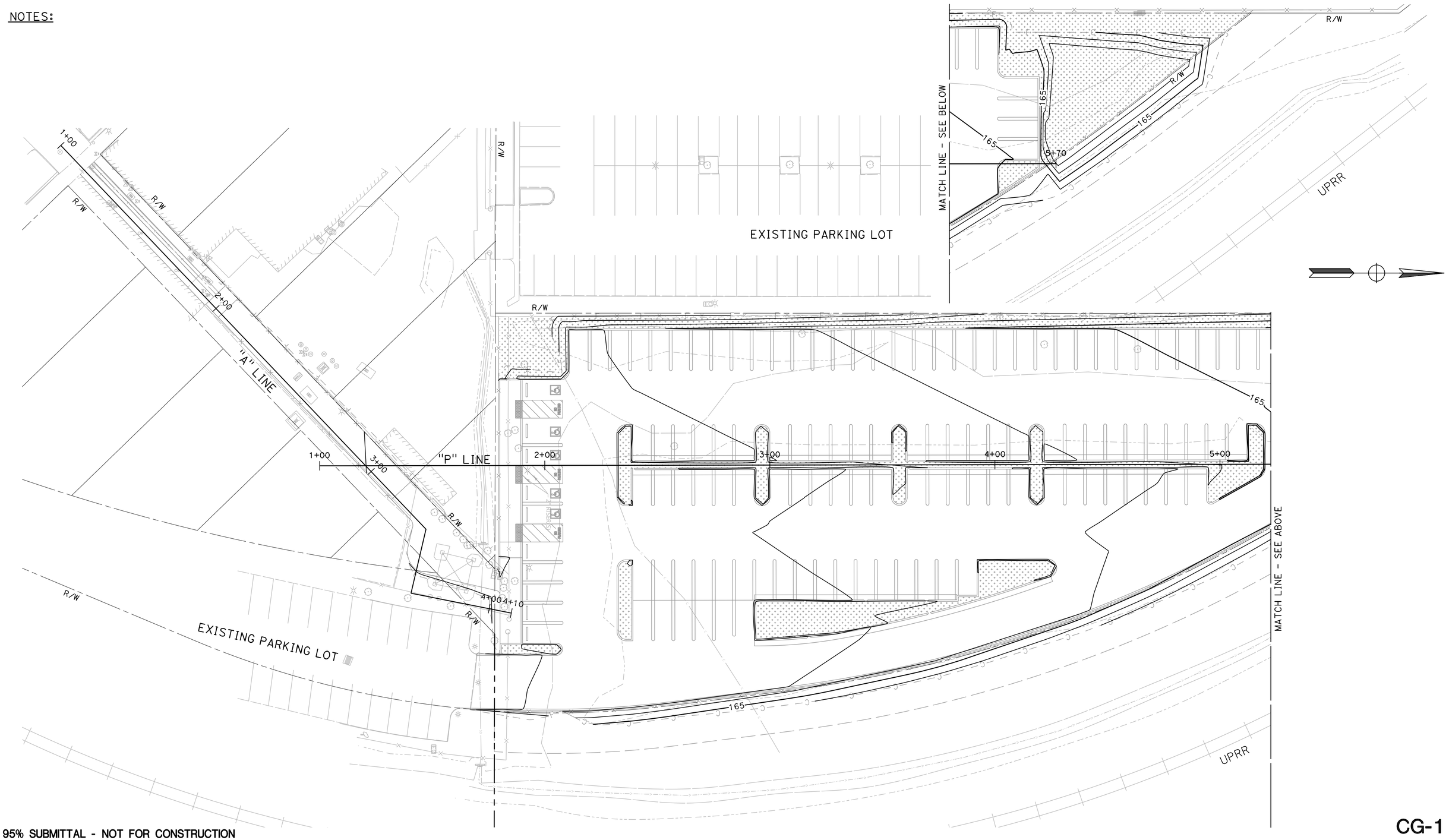
CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT

DEMOLITION PLAN

5 OF 29

NOTES:



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CG-1

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ROSEVILLE SURFACE PARKING LOT PROJECT

CONTOUR GRADING

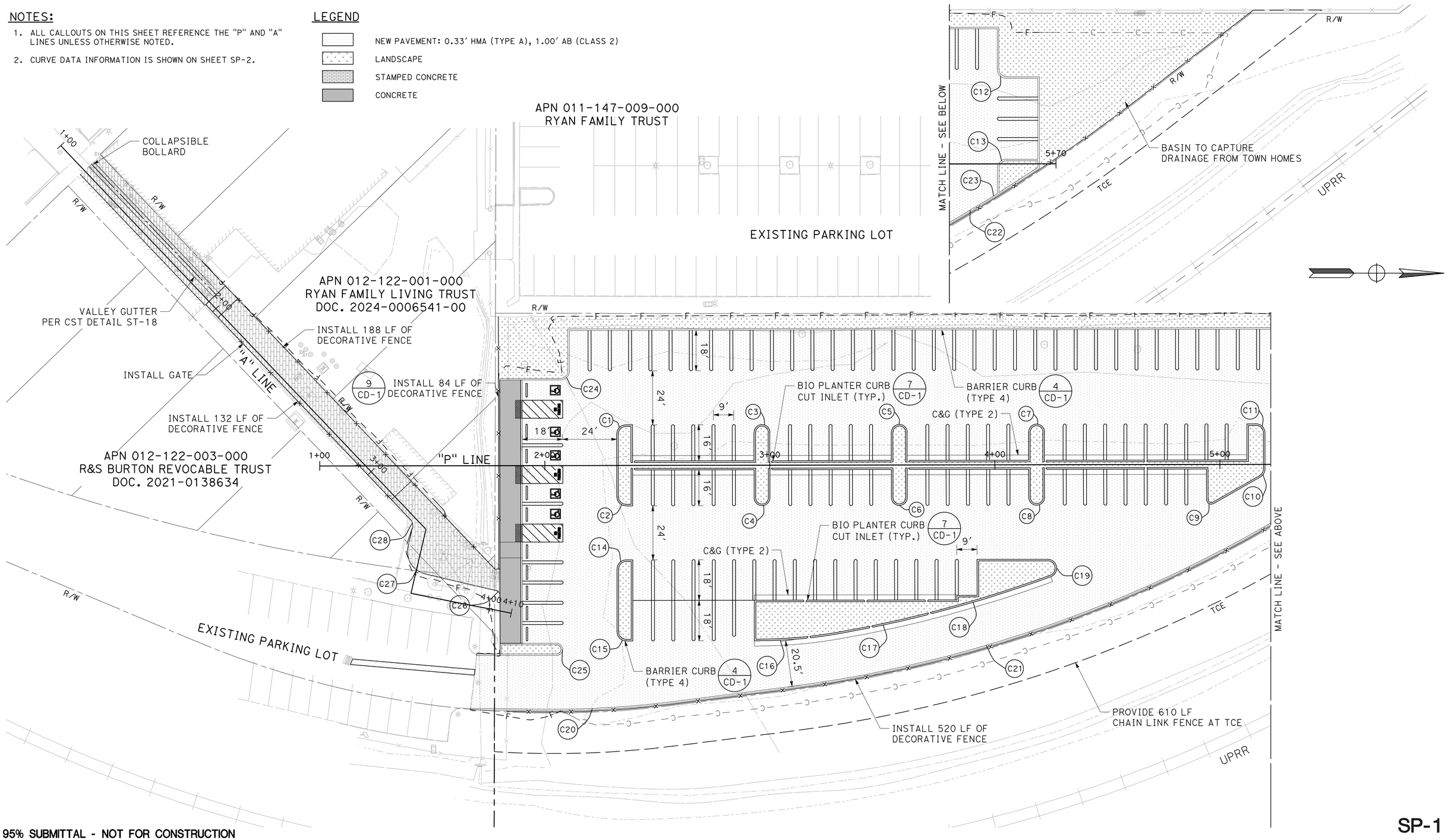
6 OF 29

NOTES:

1. ALL CALLOUTS ON THIS SHEET REFERENCE THE "P" AND "A" LINES UNLESS OTHERWISE NOTED.
2. CURVE DATA INFORMATION IS SHOWN ON SHEET SP-2.

LEGEND

- NEW PAVEMENT: 0.33' HMA (TYPE A), 1.00' AB (CLASS 2)
- LANDSCAPE
- STAMPED CONCRETE
- CONCRETE



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DATE:	05/22/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

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ROSEVILLE SURFACE PARKING LOT PROJECT

SITE PLANS

7 OF 29

CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C1	4.00′	90°00′00"	4.00′	6.28′
C2	4.00′	90°00′00"	4.00′	6.28′
C3	3.50′	180°00′00"	INFINITY′	11.00′
C4	3.50′	180°00′00"	INFINITY′	11.00′
C5	3.50′	180°00′00"	INFINITY′	11.00′
C6	3.50′	180°00′00"	INFINITY′	11.00′
C7	3.50′	180°00′00"	INFINITY′	11.00′
C8	3.50′	180°00′00"	INFINITY′	11.00′
C9	2.00′	118°12′31"	3.34′	4.13′
C10	4.00′	59°25′37"	2.28′	4.15′
C11	4.00′	89°54′25"	3.99′	6.28′
C12	4.00′	90°00′00"	4.00′	6.28′
C13	4.00′	90°00′00"	4.00′	6.28′
C14	4.00′	90°00′00"	4.00′	6.28′
C15	4.00′	90°00′00"	4.00′	6.28′
C16	200.00′	9°48′24"	17.16′	34.23′
C17	553.30′	7°50′52"	37.95′	75.78′
C18	553.30′	7°50′52"	37.95′	75.78′
C19	4.00′	159°59′21"	22.67′	11.17′
C20	410.33′	7°56′50"	28.50′	56.92′

CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C21	573.29′	23°01′53"	116.80′	230.45′
C22	776.33′	1°29′03"	10.06′	20.11′
C23	776.33′	0°17′01"	1.92′	3.84′
C24	4.00′	90°00′00"	4.00′	6.28′
C25	2.71′	180°00′00"	INFINITY′	8.52′
C26	2.00′	76°44′16"	1.58′	2.68′
C27	10.00′	89°57′22"	10.00′	15.71′
C28	4.00′	56°45′11"	2.16′	3.96′

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SP-2

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DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	NONE
DATE:	05/22/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

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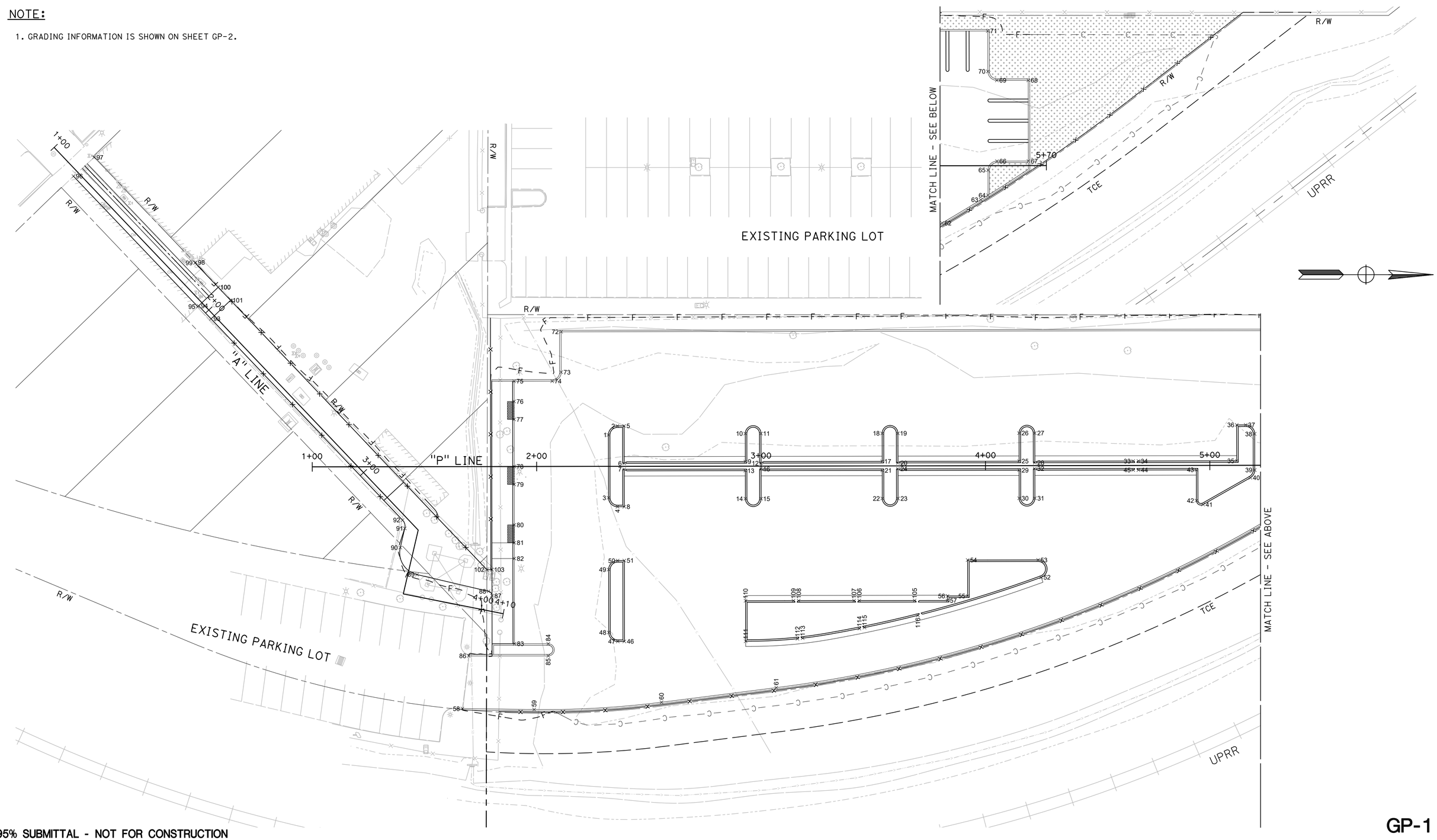
ROSEVILLE SURFACE PARKING LOT PROJECT

SITE PLANS

8 OF 29

NOTE:

1. GRADING INFORMATION IS SHOWN ON SHEET GP-2.



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GP-1

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ROSEVILLE SURFACE PARKING LOT PROJECT

GRADING PLANS

9 OF 29

POINT NUMBER	EASTING	NORTHING	DESCRIPTION	ALIGNMENT NAME	STATION	OFFSET	ELEVATION
1	6,765,764.80′	2,036,526.22′	BC	P	2+32.00	-14.00′L†	162.75′
2	6,765,760.79′	2,036,530.21′	EC	P	2+36.00	-18.00′L†	162.71′
3	6,765,792.80′	2,036,526.26′	BC	P	2+32.00	14.00′R†	162.61′
4	6,765,796.79′	2,036,530.27′	EC	P	2+36.00	18.00′R†	162.47′
5	6,765,760.79′	2,036,533.21′	AP	P	2+39.00	-18.00′L†	162.76′
6	6,765,777.46′	2,036,533.24′	P	P	2+39.00	-1.33′L†	163.02′
7	6,765,780.12′	2,036,533.24′	P	P	2+39.00	1.33′R†	162.86′
8	6,765,796.78′	2,036,533.27′	AP	P	2+39.00	18.00′R†	162.52′
9	6,765,776.70′	2,036,587.24′	AP	P	2+93.00	-2.00′L†	162.92′
10	6,765,764.20′	2,036,587.22′	BC	P	2+93.00	-14.50′L†	163.11′
11	6,765,764.19′	2,036,594.22′	EC	P	3+00.00	-14.50′L†	163.16′
12	6,765,777.36′	2,036,594.24′	P	P	3+00.00	-1.33′L†	163.48′
13	6,765,780.70′	2,036,587.25′	AP	P	2+93.00	2.00′R†	162.72′
14	6,765,793.20′	2,036,587.27′	BC	P	2+93.00	14.50′R†	162.85′
15	6,765,793.19′	2,036,594.27′	EC	P	3+00.00	14.50′R†	162.90′
16	6,765,780.02′	2,036,594.24′	P	P	3+00.00	1.33′R†	163.28′
17	6,765,776.60′	2,036,648.24′	AP	P	3+54.00	-2.00′L†	163.38′
18	6,765,764.10′	2,036,648.22′	BC	P	3+54.00	-14.50′L†	163.57′
19	6,765,764.09′	2,036,655.22′	EC	P	3+61.00	-14.50′L†	163.62′
20	6,765,777.26′	2,036,655.24′	P	P	3+61.00	-1.33′L†	163.94′
21	6,765,780.60′	2,036,648.25′	AP	P	3+54.00	2.00′R†	163.14′
22	6,765,793.10′	2,036,648.27′	BC	P	3+54.00	14.50′R†	163.26′
23	6,765,793.09′	2,036,655.27′	EC	P	3+61.00	14.50′R†	163.31′
24	6,765,779.92′	2,036,655.24′	P	P	3+61.00	1.33′R†	163.69′
25	6,765,776.50′	2,036,709.24′	AP	P	4+15.00	-2.00′L†	163.84′
26	6,765,764.00′	2,036,709.22′	BC	P	4+15.00	-14.50′L†	164.03′
27	6,765,763.99′	2,036,716.22′	EC	P	4+22.00	-14.50′L†	164.08′
28	6,765,777.16′	2,036,716.24′	P	P	4+22.00	-1.33′L†	164.40′
29	6,765,780.50′	2,036,709.25′	AP	P	4+15.00	2.00′R†	163.55′
30	6,765,793.00′	2,036,709.27′	BC	P	4+15.00	14.50′R†	163.68′
31	6,765,792.99′	2,036,716.27′	EC	P	4+22.00	14.50′R†	163.72′
32	6,765,779.82′	2,036,716.24′	P	P	4+22.00	1.33′R†	164.10′
33	6,765,776.42′	2,036,760.07′	AP	P	4+65.83	-2.00′L†	164.22′
34	6,765,776.41′	2,036,762.41′	AP	P	4+68.17	-2.00′L†	164.24′
35	6,765,776.34′	2,036,806.24′	AP	P	5+12.00	-2.00′L†	164.57′
36	6,765,760.34′	2,036,806.21′	AP	P	5+12.00	-18.00′L†	164.81′
37	6,765,760.33′	2,036,810.21′	BC	P	5+16.00	-18.00′L†	164.84′
38	6,765,764.33′	2,036,814.22′	EC	P	5+20.00	-14.00′L†	164.89′
39	6,765,780.43′	2,036,814.25′	BC	P	5+20.00	2.10′R†	164.73′
40	6,765,783.87′	2,036,812.29′	EC	P	5+18.03	5.54′R†	164.69′
41	6,765,795.81′	2,036,791.22′	BC	P	4+96.95	17.45′R†	164.47′
42	6,765,794.06′	2,036,788.27′	EC	P	4+94.00	15.69′R†	164.38′
43	6,765,780.37′	2,036,788.25′	AP	P	4+94.00	2.00′R†	164.09′
44	6,765,780.41′	2,036,762.42′	AP	P	4+68.17	2.00′R†	163.91′
45	6,765,780.42′	2,036,760.08′	AP	P	4+65.83	2.00′R†	163.89′
46	6,765,856.79′	2,036,533.31′	AP	P	2+38.94	78.01′R†	162.16′
47	6,765,856.79′	2,036,530.37′	BC	P	2+36.00	78.00′R†	162.15′
48	6,765,852.80′	2,036,526.36′	EC	P	2+32.00	74.00′R†	162.22′
49	6,765,824.80′	2,036,526.32′	BC	P	2+32.00	46.00′R†	162.45′
50	6,765,820.79′	2,036,530.31′	EC	P	2+36.00	42.00′R†	162.47′

POINT NUMBER	EASTING	NORTHING	DESCRIPTION	ALIGNMENT NAME	STATION	OFFSET	ELEVATION
50	6,765,820.79′	2,036,530.31′	EC	P	2+36.00	42.00′R†	162.47′
51	6,765,820.78′	2,036,533.31′	AP	P	2+39.00	42.00′R†	162.52′
52	6,765,828.24′	2,036,719.07′	BC	P	4+24.75	49.76′R†	163.75′
53	6,765,820.49′	2,036,717.69′	EC	P	4+23.38	42.00′R†	163.77′
54	6,765,820.54′	2,036,686.31′	AP	P	3+92.00	42.00′R†	163.55′
55	6,765,836.54′	2,036,686.34′	AP	P	3+92.00	58.00′R†	163.39′
56	6,765,836.55′	2,036,677.34′	AP	P	3+83.00	58.00′R†	163.33′
57	6,765,838.55′	2,036,677.34′	AP	P	3+83.00	60.00′R†	163.31′
58	6,765,886.72′	2,036,461.12′	P	P	1+66.70	107.82′R†	161.44′
59	6,765,887.12′	2,036,493.10′	BC	P	1+98.68	108.27′R†	162.21′
60	6,765,883.89′	2,036,549.88′	EC	P	2+55.46	105.13′R†	162.62′
61	6,765,877.40′	2,036,601.00′	BC	P	3+06.60	98.73′R†	162.99′
62	6,765,803.85′	2,036,817.77′	PCC	P	5+23.48	25.53′R†	164.65′
63	6,765,793.50′	2,036,835.00′	PCC	P	5+40.73	15.20′R†	164.80′
64	6,765,791.47′	2,036,838.26′	EC	P	5+44.00	13.18′R†	164.83′
65	6,765,780.29′	2,036,838.25′	BC	P	5+44.00	2.00′R†	164.91′
66	6,765,776.28′	2,036,842.24′	EC	P	5+48.00	-2.00′L†	164.98′
67	6,765,776.26′	2,036,856.24′	AP	P	5+62.00	-2.00′L†	165.08′
68	6,765,740.26′	2,036,856.18′	AP	P	5+62.00	-38.00′L†	165.44′
69	6,765,740.28′	2,036,842.18′	BC	P	5+48.00	-38.00′L†	165.34′
70	6,765,736.29′	2,036,838.17′	EC	P	5+44.00	-42.00′L†	165.41′
71	6,765,718.29′	2,036,838.14′	AP	P	5+44.00	-60.00′L†	165.68′
72	6,765,718.83′	2,036,505.14′	AP	P	2+11.00	-60.00′L†	162.85′
73	6,765,736.83′	2,036,505.17′	BC	P	2+11.00	-42.00′L†	162.76′
74	6,765,740.84′	2,036,501.18′	EC	P	2+07.00	-38.00′L†	162.76′
75	6,765,740.86′	2,036,484.18′	AP	P	1+90.00	-38.00′L†	162.84′
76	6,765,749.86′	2,036,484.20′	P	P	1+90.00	-29.00′L†	162.80′
77	6,765,757.86′	2,036,484.21′	P	P	1+90.00	-21.00′L†	162.76′
78	6,765,778.84′	2,036,484.24′	P	P	1+90.00	-0.03′L†	162.65′
79	6,765,786.84′	2,036,484.26′	P	P	1+90.00	7.97′R†	162.61′
80	6,765,804.86′	2,036,484.28′	P	P	1+90.00	26.00′R†	162.52′
81	6,765,812.86′	2,036,484.30′	P	P	1+90.00	34.00′R†	162.48′
82	6,765,819.86′	2,036,484.31′	P	P	1+90.00	41.00′R†	162.45′
83	6,765,857.84′	2,036,484.37′	AP	P	1+90.00	78.98′R†	162.26′
84	6,765,857.84′	2,036,499.40′	BC	P	2+05.03	79.00′R†	162.18′
85	6,765,863.26′	2,036,499.40′	EC	P	2+05.02	84.42′R†	162.13′
104	6,765,838.57′	2,036,665.01′	AP	P	3+70.67	60.00′R†	163.23′
105	6,765,838.57′	2,036,662.67′	AP	P	3+68.33	60.00′R†	163.21′
106	6,765,838.61′	2,036,638.01′	AP	P	3+43.67	60.00′R†	163.05′
107	6,765,838.62′	2,036,635.67′	AP	P	3+41.33	60.00′R†	163.03′
108	6,765,838.66′	2,036,611.01′	AP	P	3+16.67	60.00′R†	162.87′
109	6,765,838.66′	2,036,608.67′	AP	P	3+14.33	60.00′R†	162.85′
110	6,765,838.70′	2,036,587.34′	AP	P	2+93.00	60.00′R†	162.71′
111	6,765,856.70′	2,036,587.37′	AP	P	2+93.00	78.00′R†	162.53′
112	6,765,855.61′	2,036,610.46′	AP	P	3+16.09	76.95′R†	162.75′
113	6,765,855.35′	2,036,612.79′	AP	P	3+18.43	76.69′R†	162.77′
114	6,765,851.08′	2,036,638.04′	AP	P	3+43.68	72.47′R†	162.99′
115	6,765,850.61′	2,036,640.34′	AP	P	3+45.98	72.00′R†	163.01′
116	6,765,845.17′	2,036,664.14′	AP	P	3+69.79	66.60′R†	163.23′
117	6,765,844.59′	2,036,666.41′	AP	P	3+72.06	66.02′R†	163.26′

95% SUBMITTAL - NOT FOR CONSTRUCTION

GP-2

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49' DATUM CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D.I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	NONE
DATE:	05/22/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — EDUARD MUZYCHUK — No. 90738 — Exp. 12/31/27 — CIVIL — STATE OF CALIFORNIA

MARK THOMAS
701 UNIVERSITY AVE, SUITE 200
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(916) 381-9100

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DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT

GRADING PLANS

10 OF 29

POINT NUMBER	EASTING	NORTHING	DESCRIPTION	ALIGNMENT NAME	STATION	OFFSET	ELEVATION
86	6,765,863.26′	2,036,463.94′	P	A	3+98.54	21.45′R†	161.41′
87	6,765,836.41′	2,036,474.34′	BC	A	4+03.52	-6.91′L†	162.96′
88	6,765,834.47′	2,036,472.79′	EC	A	4+01.63	-8.51′L†	162.88′
89	6,765,827.01′	2,036,440.92′	BC	A	3+54.79	-4.00′L†	162.19′
90	6,765,814.99′	2,036,433.46′	EC	A	3+44.79	6.00′R†	162.11′
91	6,765,806.42′	2,036,435.47′	BC	A	3+30.69	3.81′R†	162.06′
92	6,765,802.75′	2,036,434.47′	EC	A	3+27.34	2.00′R†	162.12′
93	6,765,713.07′	2,036,349.13′	P	A	2+03.54	2.00′R†	161.59′
94	6,765,707.27′	2,036,343.62′	P	A	1+95.54	2.00′R†	161.56′
95	6,765,707.63′	2,036,343.24′	AP	A	1+95.54	2.51′R†	161.56′
96	6,765,649.50′	2,036,287.83′	P	A	1+15.24	2.59′R†	161.06′
97	6,765,641.10′	2,036,296.98′	P	A	1+15.45	-9.84′L†	161.13′
98	6,765,687.97′	2,036,342.19′	P	A	1+80.58	-10.28′L†	161.55′
99	6,765,688.16′	2,036,341.99′	AP	A	1+80.58	-10.00′L†	161.55′
100	6,765,699.00′	2,036,352.31′	P	A	1+95.54	-10.00′L†	161.48′
101	6,765,704.80′	2,036,357.82′	P	A	2+03.54	-10.00′L†	161.65′
102	6,765,824.83′	2,036,472.05′	AP	A	3+99.04	-17.82′L†	162.95′
103	6,765,824.83′	2,036,474.32′	AP	A	4+01.26	-18.27′L†	163.02′

95% SUBMITTAL - NOT FOR CONSTRUCTION

GP-3

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NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49′ **DATUM** CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D.I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80′ SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	NONE
DATE:	05/22/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — EDUARD MUZYCHUK — No. 90738 — Exp. 12/31/27 — CIVIL — STATE OF CALIFORNIA

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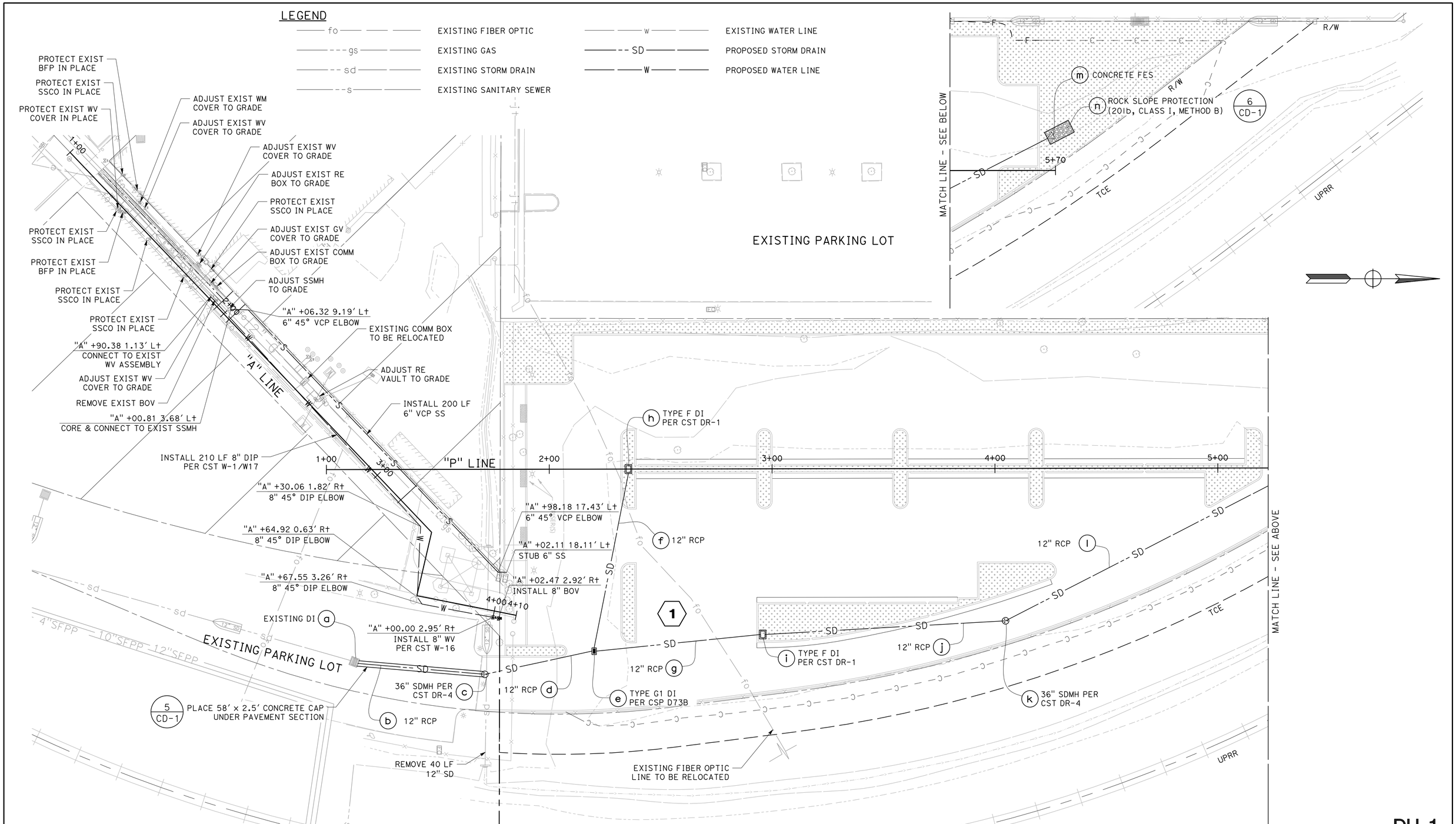
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT

GRADING PLANS

11 OF 29



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DU-1

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NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49' DATUM CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D.I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	1:20
DATE:	05/22/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER EDUARD MUZYCHUK No. 90738 Exp. 12/31/27 CIVIL STATE OF CALIFORNIA

MARK THOMAS
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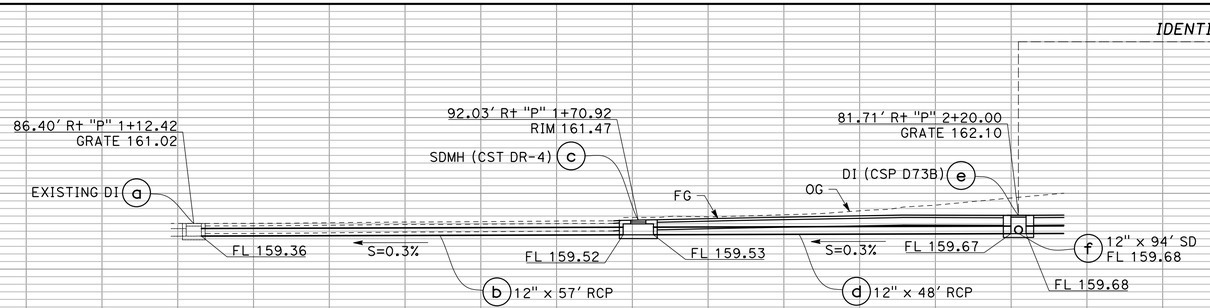
CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT
DRAINAGE AND UTILITY PLANS

12 OF 29



DRAINAGE SYSTEM No. 1 (b) & 1 (d)

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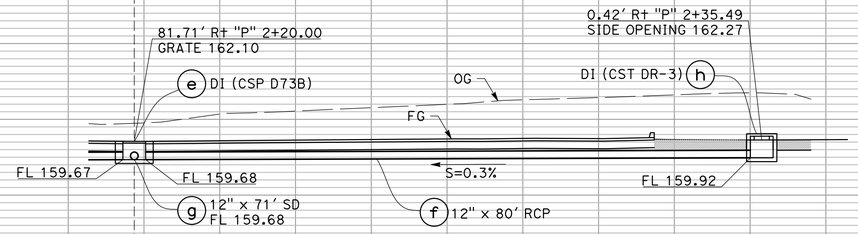
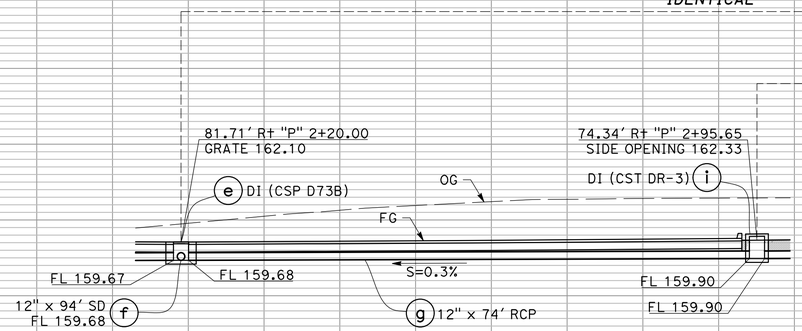


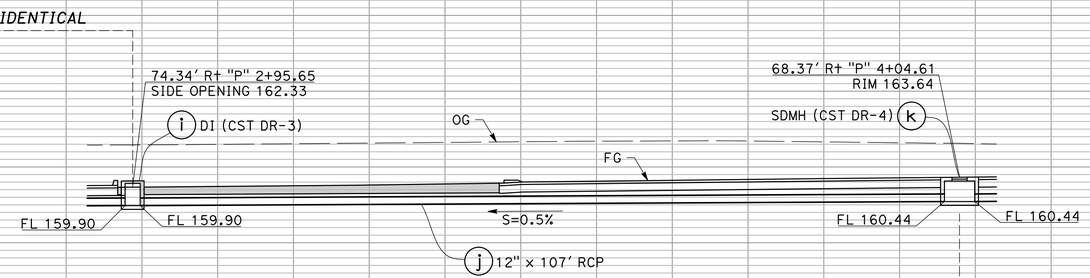
DRAINAGE SYSTEM No. 1 (f)

"P" 2+20.00 TO 2+35.49



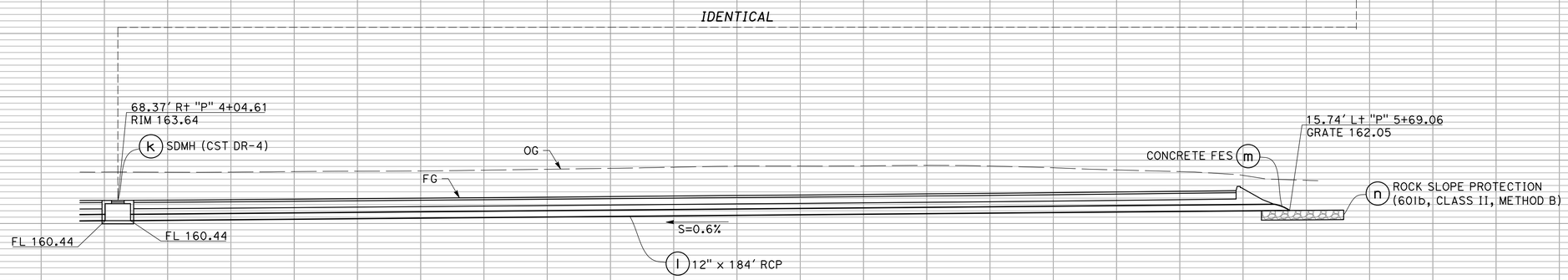
DRAINAGE SYSTEM No. 1 (g)

"P" 2+20.00 TO 2+95.65



DRAINAGE SYSTEM No. 1 (j)

"P" 2+95.65 TO 4+04.61



DRAINAGE SYSTEM No. 1 (l)

"P" 4+04.61 TO 4+93.71

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DP-1

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NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49' **DATUM** CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9. 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D.I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	V: 1"=10', H: 1"=10'
DATE:	05/22/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — EDUARD MUZYCHUK No. 90738 Exp. 12/31/27 CIVIL — STATE OF CALIFORNIA

MARK THOMAS
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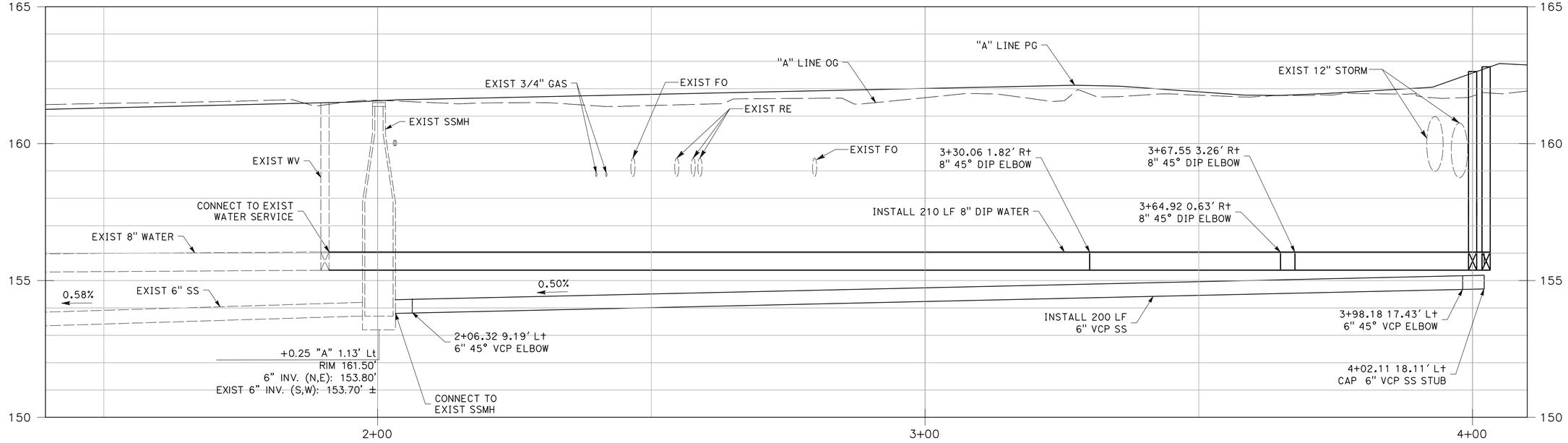
CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT

DRAINAGE PROFILES

13 OF 29



95% SUBMITTAL - NOT FOR CONSTRUCTION

UP-1

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NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49' **DATUM** CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D.I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	V: 1"=5', H: 1:10'
DATE:	05/22/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
Exp. 12/31/27
CIVIL
STATE OF CALIFORNIA

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ROSEVILLE SURFACE PARKING LOT PROJECT
UTILITY PROFILE

14 OF 29

LEGEND (SIGNING)

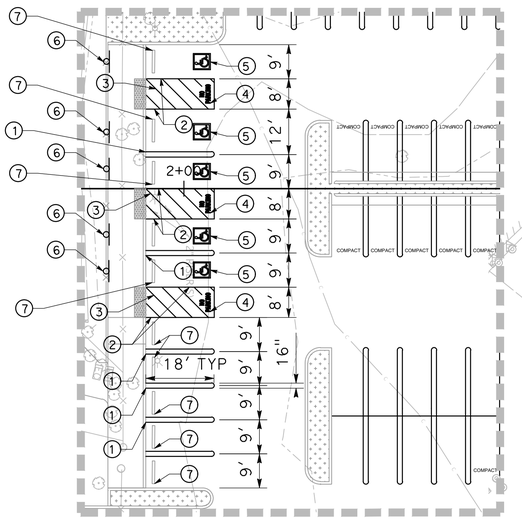
INSTALL ROADSIDE SIGN

ROADSIDE SIGN 1 POST

NOTES:

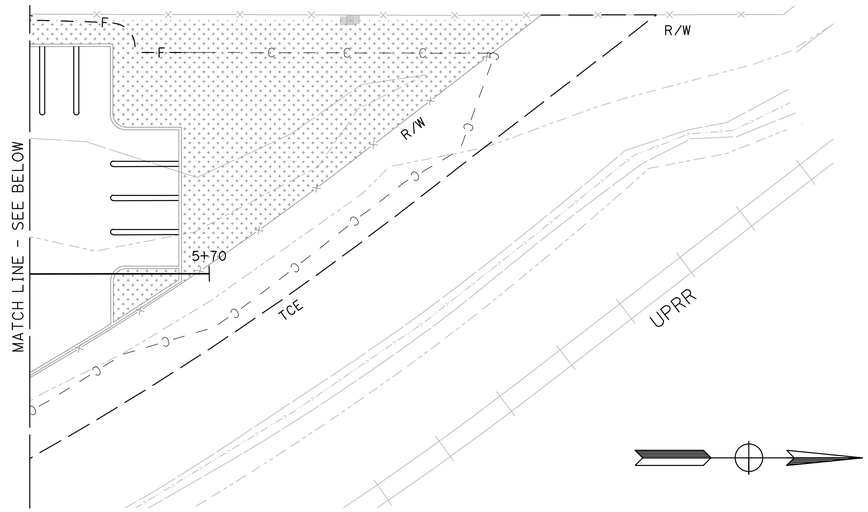
1. ALL STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

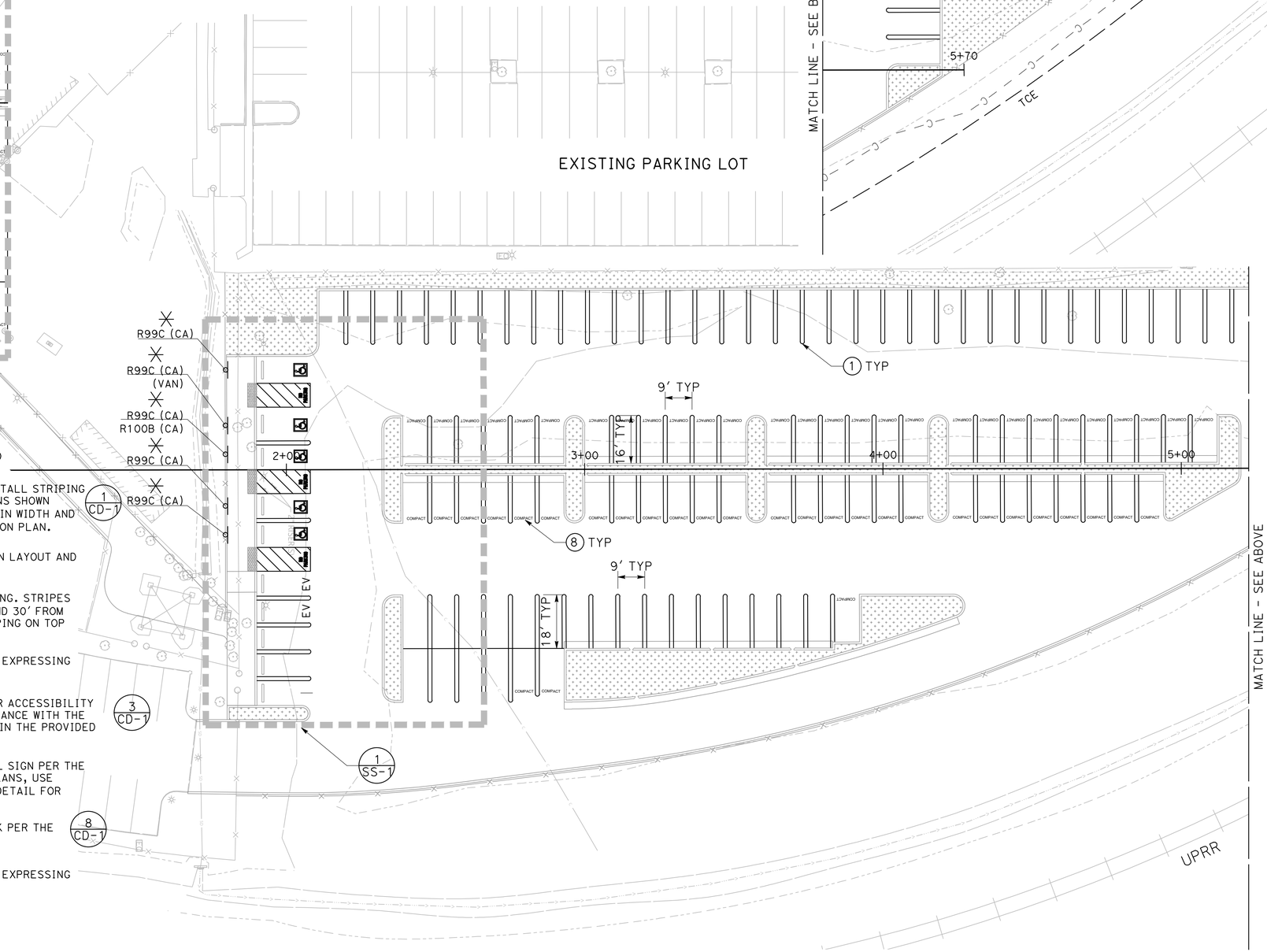
2. FOR STRIPING DETAILS NOT SHOWN SEE SHEET CD-1



1 / SS-1 **STRIPING DETAIL**

SCALE: 1"=20'





CALTRANS STD. PLN	SYMBOL	① STRIPING NOTES
N/A		1. PROVIDE 4" WIDE WHITE PARKING STALL STRIPING IN LAYOUT AND PER THE DIMENSIONS SHOWN TYPICAL STALLS SHALL BE 9' MIN IN WIDTH AND 16-18' DEEP (16' MIN), AS SHOWN ON PLAN.
A90A		2. PROVIDE 4" WIDE BLUE STRIPING IN LAYOUT AND DIMENSIONS SHOWN.
		3. PLACE WHITE CROSS HATCH STRIPING. STRIPES SHALL BE 4" WIDE AND 36" O.C. AND 30' FROM PERPENDICULAR WITH STALL STRIPING ON TOP OF A RED BACKGROUND.
A24E	NO PARKING	4. PLACE 12" HIGH WHITE LETTERING EXPRESSING "NO PARKING", AS SHOWN ON PLAN.
A24C		5. PLACE INTERNATIONAL SYMBOL FOR ACCESSIBILITY PARKING STALL SYMBOL IN ACCORDANCE WITH THE DIMENSIONS AND COLORING SHOWN IN THE PROVIDED DETAIL.
A90A		6. PLACE ACCESSIBLE PARKING STALL SIGN PER THE DETAIL PROVIDED. IF NOTED ON PLANS, USE ADDITIONAL "VAN" PLACARD, SEE DETAIL FOR PLACARD.
A90A		7. INSTALL CONCRETE PARKING BLOCK PER THE DETAIL APPROVED.
A90A	COMPACT	8. PLACE 12" HIGH WHITE LETTERING EXPRESSING "COMPACT", AS SHOWN ON PLAN.

95% SUBMITTAL - NOT FOR CONSTRUCTION

SS-1

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NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49' DATUM CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D.I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	1:20
DATE:	05/22/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

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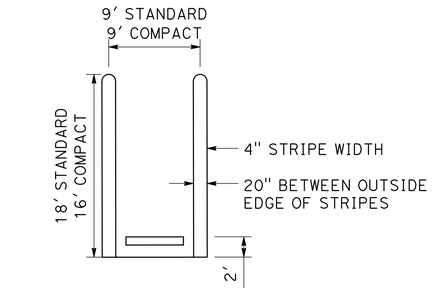
CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT SIGNING AND STRIPING

15 OF 29



1 STANDARD PARKING DETAIL
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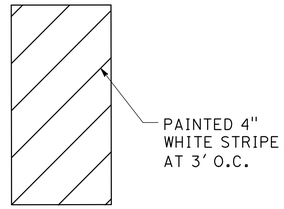

2 NO PARKING ZONE STRIPING
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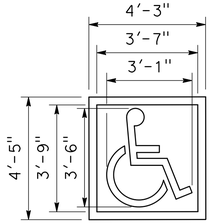

3 DISABLED PARKING SYMBOL
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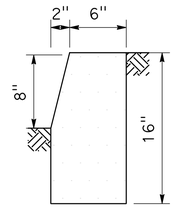

4 TYPE 4 BARRIER CURB
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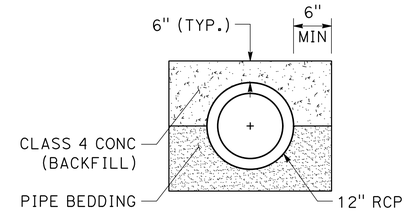

5 CONCRETE CAP DETAIL
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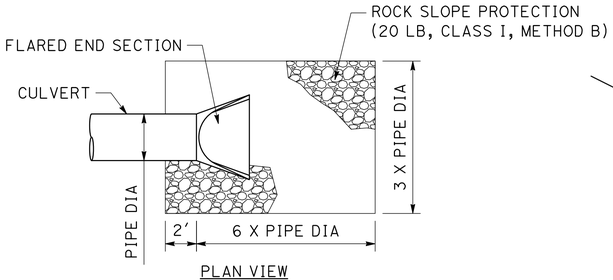
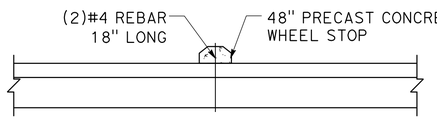
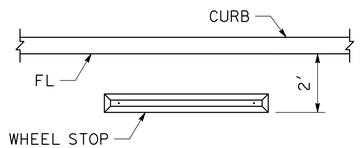
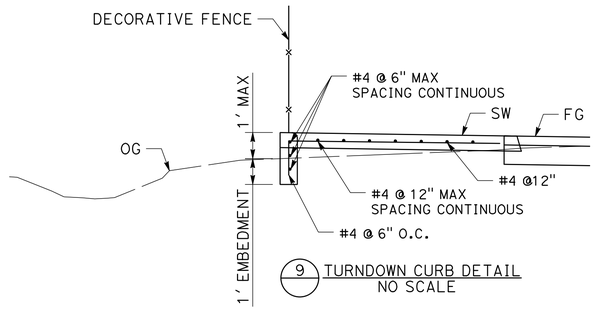


6 ROCK SLOPE PROTECTION
NO SCALE

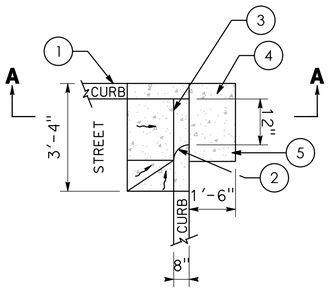




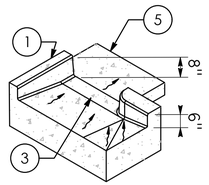
8 CONCRETE WHEEL STOP
NO SCALE



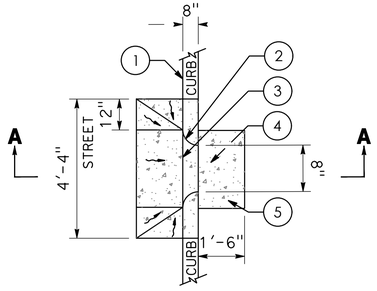
9 TURNDOWN CURB DETAIL
NO SCALE



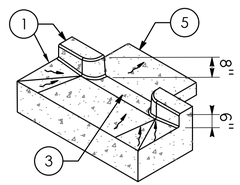
PLAN VIEW



PERSPECTIVE VIEW



PLAN VIEW

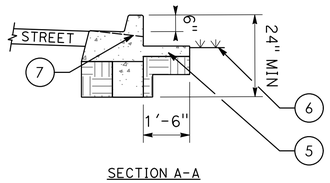


PERSPECTIVE VIEW

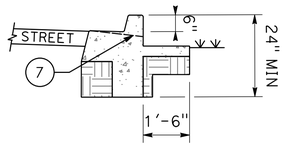
KEY:	
1	CURB AND GUTTER, SEE CIVIL PLANS.
2	R = 8"
3	DEPRESS GUTTER 2" AT OPENING, GUTTER INLET ELEVATION (GIE).
4	OR WIDER IF NEEDED TO HYDRAULICALLY PASS INFLOW.
5	4" THICK CONCRETE SPLASH PAD.
6	FINISHED GRADE OF BIOFILTRATION PLANTER AREA
7	DEPRESS GUTTER 2" AT OPENING

BIORETENTION DESIGN NOTES:	
1.	FOR USE WITH STORMWATER FACILITIES WITH FLAT BOTTOMS.
2.	PROVIDE SPOT ELEVATIONS ON PLANS, SEE DETAILS
3.	CURB HEIGHT MAY BE REDUCED TO 4-INCHES WHERE ADJACENT TO A SIDEWALK. SEE DETAILS.

CONSTRUCTION NOTES:	
1.	AFTER CONSTRUCTION PLACE SAND BAGS AT GUTTER OPENINGS TO KEEP STORM FLOWS FROM ENTERING FACILITY UNTIL VEGETATION IS ESTABLISHED.



SECTION A-A



SECTION A-A

7 BIO PLANTER CURB CUT INLET
NO SCALE

95% SUBMITTAL - NOT FOR CONSTRUCTION

CD-1

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49' **DATUM** CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT S.I. WEST SIDE OF WASHINGTON BLVD, APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	EK
DRAWN BY:	ES
CHECKED BY:	EM
SCALE:	NONE
DATE:	05/22/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
Exp. 12/31/27
CIVIL
STATE OF CALIFORNIA

MARK THOMAS
701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT CONSTRUCTION DETAILS

16 OF 29

IRRIGATION NOTES

THE IRRIGATION SYSTEM IS BASED ON THE MINIMUM OPERATING PRESSURE AND THE MAXIMUM FLOW DEMAND SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. AVAILABLE STATIC PRESSURE IS EXPECTED TO BE SUFFICIENT FOR NEW IRRIGATION VALVES. AS DIRECTED BY THE CITY, IRRIGATION

1. SCHEDULE SHALL BE ADJUSTED TO SERVICE NEW VALVES. CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. IF PRESSURE IS NOT SUFFICIENT, NOTIFY THE CITY REPRESENTATIVE A MINIMUM OF THREE (3) WORKING DAYS BEFORE BEGINNING CONSTRUCTION ACTIVITIES. IN THE EVENT PRESSURE DIFFERENCES ARE NOT REPORTED IN WRITING PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY REVISIONS.
2. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC., SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY. INSTALL PIPING AND VALVES IN PLANTING AREAS WHERE POSSIBLE.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE THEMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, STRUCTURES, AND UTILITIES. THE CONTRACTOR SHALL EXERCISE EXTREME CARE AND BE RESPONSIBLE FOR ANY DAMAGE IN EXCAVATING AND WORKING NEAR EXISTING UTILITIES. THEY SHALL COORDINATE THEIR WORK FOR THE LOCATION OF UTILITIES AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS, AND NEAR STRUCTURES. PRIOR TO CONSTRUCTION, CONTACT ALL APPLICABLE AGENCIES AND U.S.A. TO FIELD LOCATE ALL EXISTING UTILITIES.
4. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL LINES AND VALVES FOR OPTIMUM PERFORMANCE.
5. FIELD ADJUSTMENTS MAY BE REQUIRED TO PROVIDE OPTIMUM OPERATING EFFICIENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LANDSCAPE ARCHITECT TO REVIEW PROPOSED FIELD ADJUSTMENTS PRIOR TO INSTALLATION. IN THE EVENT THAT NO WRITTEN REQUEST IS RECEIVED BY THE LANDSCAPE ARCHITECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REVISIONS.
6. SLEEVE ALL PRESSURE MAINLINE PIPE, LATERAL PIPE, AND CONTROL WIRES UNDER STREETS AND CONCRETE WALKWAYS WITH THE PROPER SIZE SCH 40 PVC AND DEPTH AS SPECIFIED.
7. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS DIAGRAMMATICALLY SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN SITE DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN FORESEEN AND CONSIDERED IN THE ENGINEERING. THE CITY ENGINEER SHOULD BE INFORMED IN WRITING OF SUCH OBSTRUCTIONS AND DIFFERENCES, BUT IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS AND REPAIR WORK NECESSARY.
8. INSTALL ALL PIPE MATERIALS AND EQUIPMENT AS SHOWN IN THE CONSTRUCTION DETAILS. USE "TEFLON" TAPE ON ALL PVC MALE THREADS OF ALL SPRINKLER SWING JOINTS AND VALVE ASSEMBLIES EXCEPT MARLEX STYLED FITTINGS.
9. NO DISRUPTION OF THE EXISTING IRRIGATION SYSTEM'S WATERING WILL BE ALLOWED DURING CONSTRUCTION. ALL ADJACENT SYSTEM SHALL MAINTAIN AUTOMATIC PROGRAMMED WATERING SCHEDULES THROUGHOUT CONSTRUCTION. IF DISTRIBUTION OF AUTOMATIC IRRIGATION IS INEVITABLE, CONTRACTOR SHALL PROVIDE AND MAINTAIN SUPPLEMENTAL IRRIGATION FOR EXISTING TREES TO REMAIN THROUGHOUT CONSTRUCTION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING & ADJUSTING ANY PORTIONS OF THE EXISTING ADJACENT IRRIGATION SYSTEMS DAMAGED DURING CONSTRUCTION OF THE IMPROVEMENTS IN THIS CONTRACT.
11. SPRAY NOZZLES RADIUS SHALL BE ADJUSTED FOR EVEN WATER DISPERSAL AND TO AVOID OVERSPRAY ONTO CONCRETE OR ASPHALT.
12. FOR ADDITIONAL INFORMATION, SEE PROJECT DETAILS AND SPECIFICATIONS.
13. CONTRACTOR SHALL REPAIR, REPLACE, AND/OR RELOCATE EXISTING IRRIGATION TO SERVICE EXISTING AND PROPOSED PLANTING. IF REPLACING, MATCH EXISTING IRRIGATION EQUIPMENT, CONTRACTOR SHALL ENSURE IRRIGATION MEETS HEAD-TO-HEAD COVERAGE AND ADJUST AS NECESSARY. TOTAL REPAIR, REPLACE, AND/OR RELOCATE AREA: 695 SF
14. CONTRACTOR SHALL MODIFY EXISTING IRRIGATION TO SERVICE REPLACEMENT AND PROPOSED PLANTING AREAS
15. CONTRACTOR SHALL RUN A FUNCTIONALITY TEST OF THE EXISTING CONTROLLER PRIOR TO IRRIGATION INSTALLATION. IF INOPERABLE, NOTIFY THE CITY REPRESENTATIVE A MINIMUM OF THREE (3) WORKING DAYS BEFORE BEGINNING CONSTRUCTION ACTIVITIES.
16. DUE TO UPDATED AS-BUILT DRAWINGS BEING UNAVAILABLE FOR THIS PROJECT, THE IRRIGATION DESIGN HAS BEEN DEVELOPED BASED ON THE BEST AVAILABLE ASSUMPTIONS REGARDING SYSTEM OPERATION. THE CONTRACTOR SHALL VERIFY ACTUAL SITE CONDITIONS PRIOR TO INSTALLATION. IF THE EXISTING CONDITIONS DIFFER FROM THESE ASSUMPTIONS, NOTIFY THE CITY REPRESENTATIVE A MINIMUM OF THREE (3) WORKING DAYS BEFORE BEGINNING CONSTRUCTION ACTIVITIES.
17. CONTRACTOR TO ASSUME 2" DIAMETER SCHEDULE 40 PVC PIPE FOR THE EXISTING MAINLINE TAP-IN. CONTRACTOR SHALL FIELD VERIFY THE EXISTING PIPE SIZE AND MATERIAL PRIOR TO COMMENCING IRRIGATION CONSTRUCTION. IF THE EXISTING CONDITIONS DIFFER FROM THESE ASSUMPTIONS, NOTIFY THE CITY REPRESENTATIVE A MINIMUM OF THREE (3) WORKING DAYS BEFORE BEGINNING CONSTRUCTION ACTIVITIES.

WATER EFFICIENT LANDSCAPE WORKSHEET

Project: Roseville 25-B1198 Surface Parking Lot 5/20/2026

ETo of location (inches/ year): 57

SECTION A - HYDROZONE INFORMATION TABLE

HYDROZONE	VALVES	IRRIGATION METHOD	AREA (SQ. FT.)	% OF LANDSCAPE AREA
I	1, 3	TREE BUBBLERS	435	4.2%
II	2,4	DRIP	6,604	63.8%
III	5	SPRAY	3,313	32.0%
SLA			0	0.0%
		TOTAL	10,352	100%

SECTION B.1 - MAXIMUM APPLIED WATER ALLOWANCE (MAWA)

MAWA Equition: MAWA = (ETo) x (0.62) x [(0.45 x LA)+(0.55 x SLA)]

MAWA = (57.0) (0.62) (0.45 x 8267) + 0

MAXIMUM APPLIED WATER ALLOWANCE = 164,627.86 GALLONS PER YEAR

SECTION B.2 - ESTIMATED TOTAL WATER USE (ETWU)

Estimated Total Water Use Equation: ETWU = (ETo) x (0.62) x [(PF x HA/0.81) + SLA]

HYDRZONE	PLANT USE WATER TYPE	PLANT FACTOR (PF)	AREA (SQ. FT.)	PF X HA (SQ. FT.)
I	LOW	0.3	435	131
II	LOW	0.3	6,604	1,981
III	LOW	0.3	3,313	994
		(PF X HA) =		3,106 SF

ETWU = (57.0) (0.62) $\frac{\text{PF x HA}}{0.81}$

ESTIMATED TOTAL WATER USE = 135,496.18 GALLONS PER YEAR

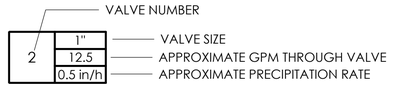
The ETWU is less than MAWA. The water budget complies with the MAWA

MARK THOMAS

IRRIGATION LEGEND

- GATE VALVE, NIBCO T-113, 1.5" SIZE. INSTALL PER DETAIL. (2 ID-1)
- REMOTE CONTROL VALVE ASSEMBLY, RAIN BIRD PEB, 1" SIZE, OPERATING RANGE OF 0.25-300 GPM. GATE VALVE, NIBCO T-580-S6-R-66-LL, 1" SIZE. INSTALL PER DETAIL. (3 ID-1)
- DRIP REMOTE CONTROL VALVE ASSEMBLY, TORO 2500DK-1-LF, 1" SIZE WITH OPERATING RANGE OF 0.25-25 GPM. INSTALL PER DETAIL. (4 ID-1)
- QUICK COUPLING VALVE ASSEMBLY, RAIN BIRD 44LRC, BRASS WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, THERMOPLASTIC LOCKING COVER, 1" SIZE. INSTALL GATE VALVE, NIBCO T-113, BETWEEN MAINLINE CONNECTION AND QUICK COUPLER AS SHUTOFF. INSTALL PER DETAIL. (1 ID-1)
- DEEP WATER BUBBLER ASSEMBLY, RAIN BIRD RWS-B-C-1402, 36" TUBE, 0.50 GPM. ONE PER TREE. INSTALL WITH FILTER FABRIC SLEEVE, RWS-SOCK, INSTALL PER DETAIL. (5 ID-1)
- EXISTING MAINLINE
- MAINLINE, SCH 40 PVC, SIZE SPECIFIED ON PLAN. INSTALL PER DETAIL.
- LATERAL LINE, SCH 40 PVC, SIZE SPECIFIED ON PLAN, INSTALL PER DETAIL. (4 ID-2) (5 ID-2) (6 ID-2)
- SLEEVE, SCH 40 PVC, SIZE PER DETAIL. COVER TO BE AS INDICATED IN SPECS. FOR PIPE DEPTH OF COVER, INSTALL PER DETAIL. CONTRACTOR TO PROVIDE EXTRA SLEEVE ADJACENT TO PROPOSED SLEEVE WHEN NECESSARY. SIZE SLEEVES PER DETAIL.
- SUBSURFACE DRIP, RAIN BIRD XFS-06-18 SUBSURFACE DRIPLINE WITH COPPER SHIELD TECHNOLOGY, INSTALL PER DETAIL. AIR RELIEF VALVE NETAFIM TLAVRV, 1/2" MPT CONNECTION AND AUTOMATIC FLUSH VALVE NETAFIM TL050MFV-1 1/2" SIZE MPT. INSTALL PER DETAILS. (6 ID-1) (6 ID-2) (2 ID-2)

  INSTALL DRIP SYSTEM OPERATION INDICATOR, RAINBIRD XFS-06-18 DRIPLINE, WITHIN 3 FEET OF IRRIGATION VALVES FOR MAINTENANCE. REFER TO MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION. ALL DRIP IRRIGATION INSTALLED BELOW SURFACE WITH EMITTERS AT 18" O.C.
- EXISTING IRRIGATION TO RELOCATE, REPAIR, REPLACE AND/OR REMOVE



TEMPORARY IRRIGATION LEGEND (ABOVE GRADE)

- SHRUB ROTOR ASSEMBLY, RAINBIRD 3500 SERIES WITH PART CIRCLE ADJUSTABLE ARC AND SEAL-A-MATIC CHECK VALVE, 1-1/2" SIZE. INSTALL PER DETAIL. (3 ID-3)
- LATERAL LINE, SCH 40 PVC, SIZE SPECIFIED ON PLAN, INSTALL PER DETAIL. (4 ID-2) (5 ID-2) (6 ID-2)

95% SUBMITTAL - NOT FOR CONSTRUCTION

IL

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NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49' DATUM CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT P.I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	ZB
DRAWN BY:	ZB
CHECKED BY:	TG
SCALE:	1"=20'
DATE:	5/21/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

LICENSED LANDSCAPE ARCHITECT — REGISTERED GOTO LICENSEE — Signature — 12-31-2026 Renewal Date — Date — STATE OF CALIFORNIA

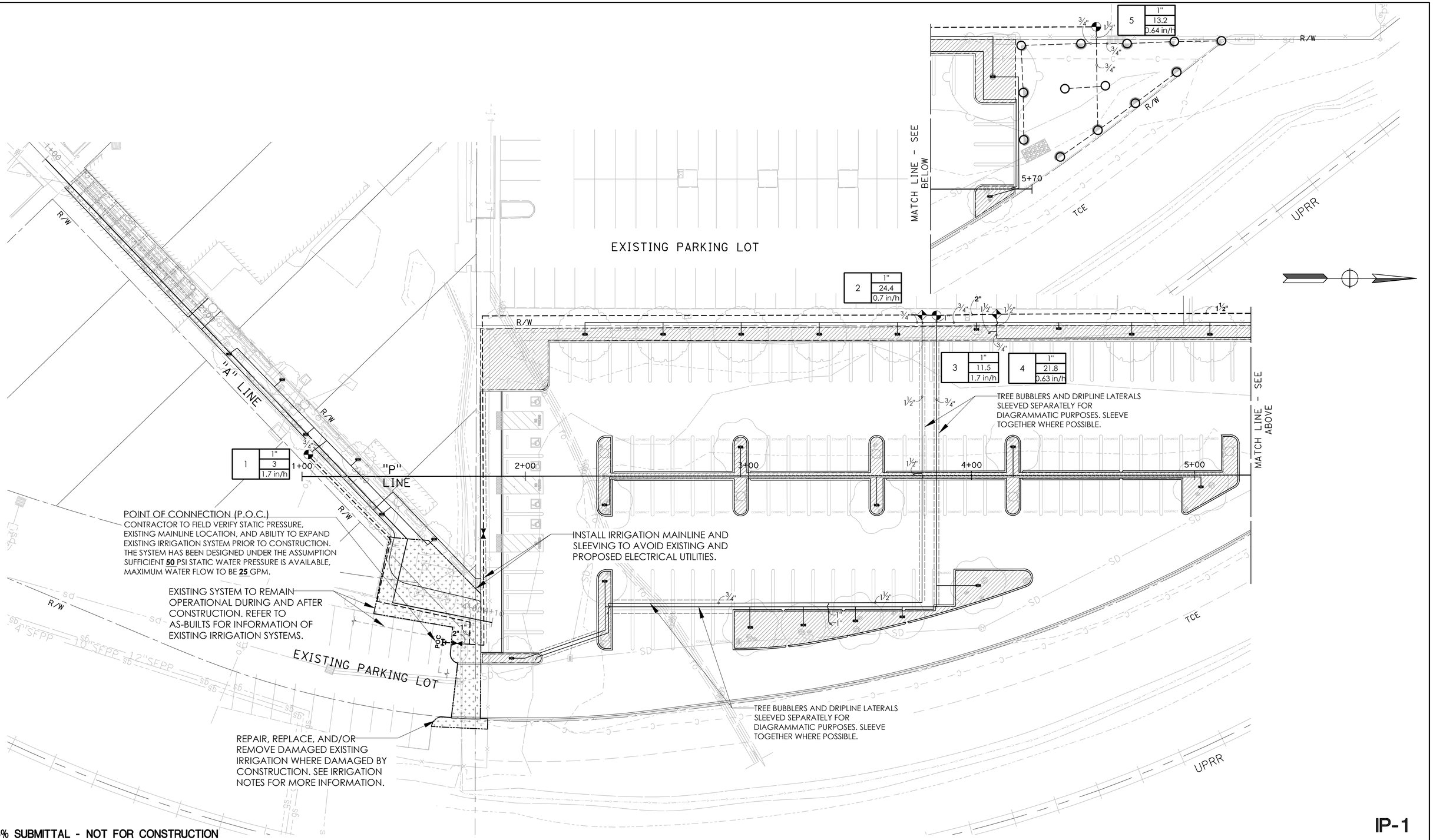
MARK THOMAS
701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT
IRRIGATION LEGEND

17 OF 29



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NO.	REVISIONS	BY	DATE

BENCH MARK

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DESIGN BY:	ZB
DRAWN BY:	ZB
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BY:

PLANS APPROVAL DATE

LICENSED LANDSCAPE ARCHITECT TASHIRO GOTO LICENSE Signature 12-31-2026 Renewal Date Date STATE OF CALIFORNIA

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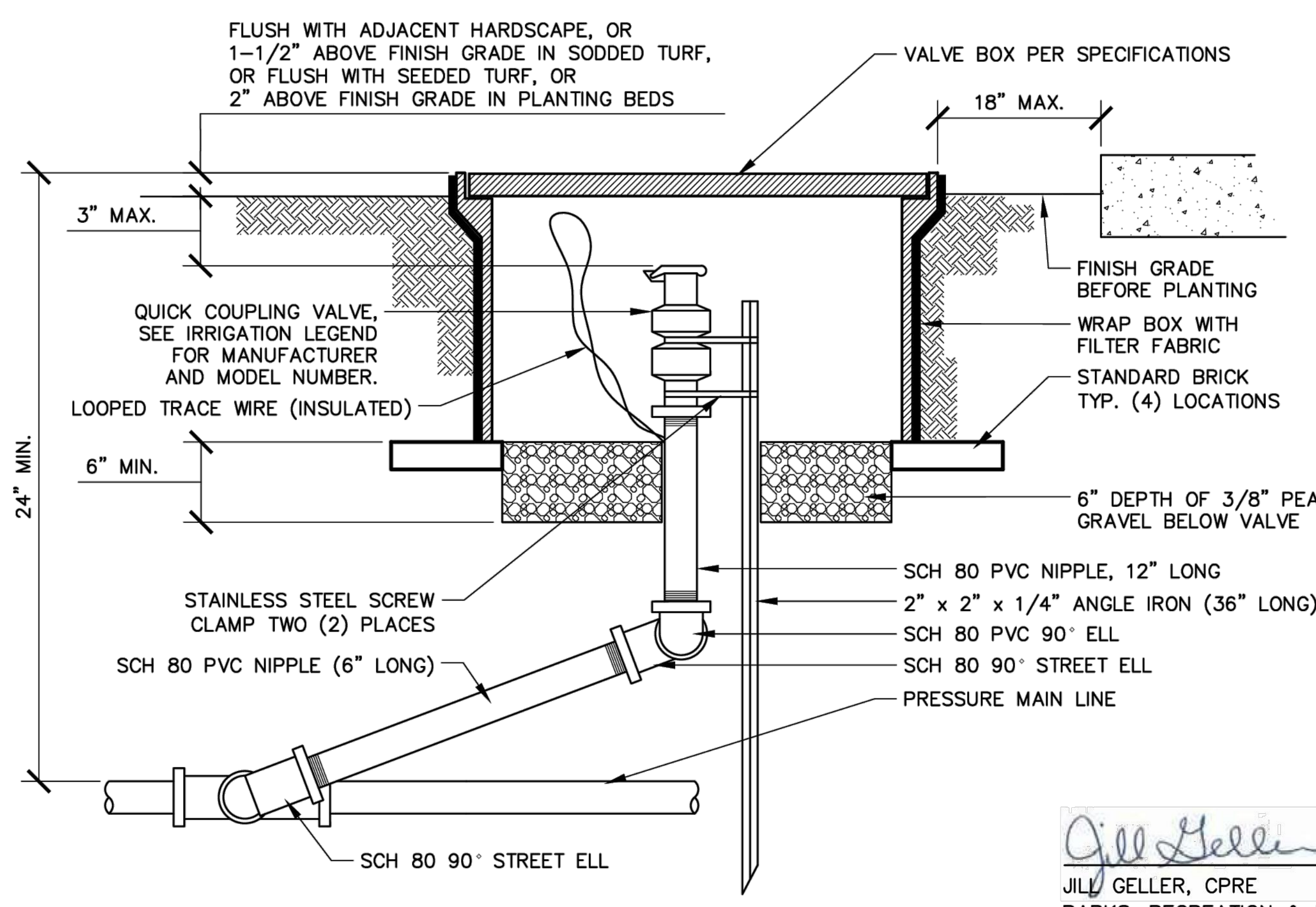
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT
IRRIGATION PLAN

18 OF 29



JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

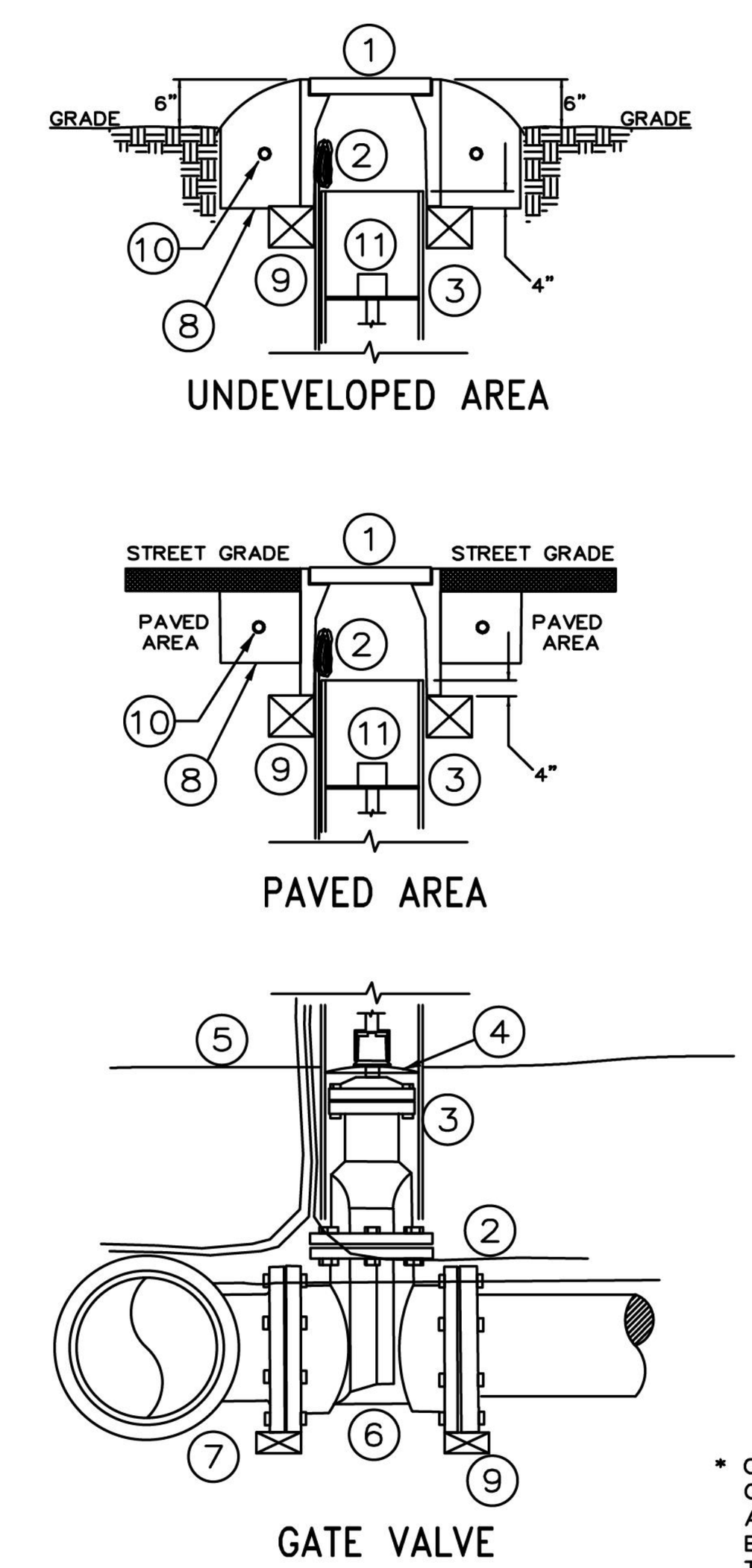
VALVE QUICK COUPLING

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–IR–13

NOTES
1. INSTALL VALVE BOXES SO THAT THE TOP OF THE BOX IS FLUSH WITH THE TOP OF THE ADJACENT HARDSCAPE.
2. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

1 ID-1 QUICK COUPLING VALVE
CITY OF ROSVEILLE STANDARD — N.T.S.



NOTES:

TRACING WIRE THROUGH VALVE BOXES SHALL BE PLACED OUTSIDE OF RISER BUT INSIDE OF BOX.

TRACING WIRE SHALL BE SPLICED INSIDE THE VALVE BOX PER (W–17) AND SHALL LOOP WITHIN THE VALVE BOX WITH 18" OF SLACK WIRE

ALL GATE VALVES SHALL BE CENTERED IN A ONE PIECE RISER STOCK WITH THE USE OF A RISER ALIGNER

OPERATOR NUTS DEEPER THAN 40 INCHES FROM FINISH GRADE SHALL REQUIRE A VALVE NUT EXTENSION 2 FEET MINIMUM IN LENGTH.

VALVE BOXES LOCATED IN A PAVED AREA SHALL BE PLACED IN A 6" X 6" CONCRETE COLLAR A MINIMUM OF 3" BELOW PAVEMENT

VALVE BOXES LOCATED IN A LANDSCAPED AREA SHALL BE PLACED IN A 6" X 6" CONCRETE COLLAR AT FINISHED GRADE.

VALVE BOXES LOCATED IN AN UNDEVELOPED AREA SHALL BE PLACED IN A 12" DEEP BY 6" WIDE CONCRETE COLLAR 6 INCHES ABOVE GRADE.

INSTALL (3" X 5" CONCRETE BRICK) UNDER ENTIRE PERIMETER OF BOX.

VALVES AND FITTINGS SHALL BE WRAPPED AND SEALED IN 8 MIL POLYETHYLEN.E

VALVE RISOR STOCK SHALL BE A MINIMUM OF 4" INSIDE VALVE BOX AND MINIMUM 2" BELOW METAL RING.

MATERIALS
1) CONCRETE VALVE BOX
2) #12 INSULATED TRACING WIRE OUTSIDE RISER
3) 8" RISER STOCK
4) RISER ALIGNER
5) PLASTIC BACKFILL TAPE
6) GATE VALVE
7) DUCTILE IRON TEE
8) CONCRETE COLLAR (SEE NOTES) *
9) CONCRETE BRICK (SEE NOTES)
10) #4 REBAR AROUND CIRCUM. (TYP.)
11) VALVE EXTENSION PER SECTION 81–12.B

* CONCRETE COLLAR SHALL BE PLACED FLUSH TO FINISH GRADE IN ALL COLLECTORS AND ARTERIALS, OPTIONAL IN ALL OTHER ROADWAYS. FINISH SURFACE SHALL BE MEDIUM BROOM FINISH WITH PATTERN PERPENDICULAR TO VEHICLE TRAVEL DIRECTION. SET COLLAR 1/8" BELOW ADJACENT FINISHED PAVEMENTS.

RICHARD PLECKER
ENVIRONMENTAL UTILITIES DIRECTOR

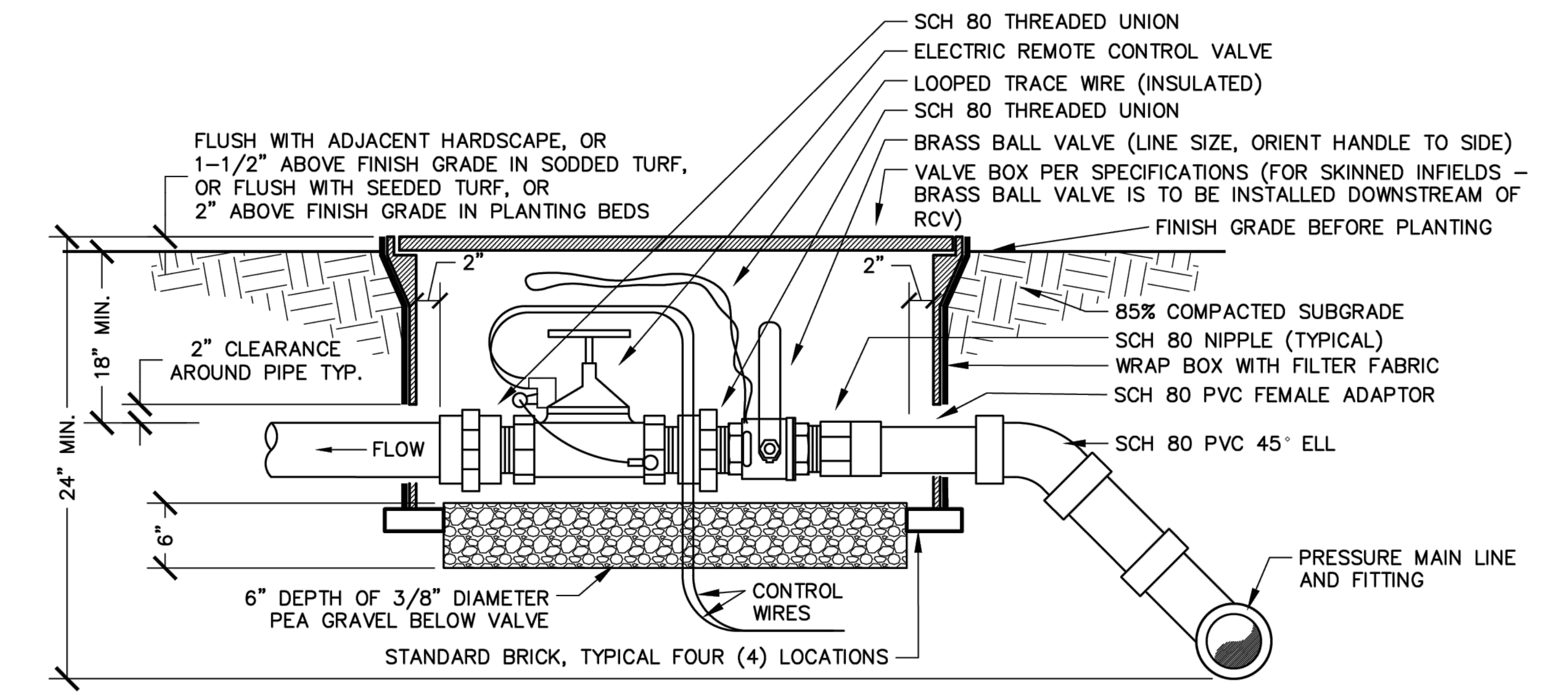
CITY OF ROSEVILLE CALIFORNIA — ENVIRONMENTAL UTILITIES DEPARTMENT

GATE VALVE & BOX

SCALE: NONE
REVISED: JANUARY 2020
DRAWN BY: R. VAN NESS
APPROVED BY: RICHARD PLECKER

W–16

2 ID-1 GATE VALVE AND VALVE BOX
CITY OF ROSVEILLE STANDARD — N.T.S.



NOTES
1. INSTALL VALVES A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
2. INSTALL VALVES IN PLANTER BEDS WHEREVER POSSIBLE.
3. PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
4. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPING.
5. USE TEFLON TAPE ON ALL MALE THREADS.
6. VALVES ON MAINLINES 3" AND LARGER REQUIRE SADDLE TAPS, 2 ½" AND SMALLER MAINLINE REQUIRES GLUED SCHEDULE 80 FITTINGS.
7. PROVIDE SCHEDULE 80 THREADED UNION ON BOTH UPSTREAM AND DOWNSTREAM SIDES.
8. INSULATE AROUND PIPE AT BOX OPENINGS WITH PLASTIC SHEETING TO PREVENT SOIL FROM ENTERING BOX.
9. REFER TO SPECIFICATIONS FOR REQUIREMENTS FOR TAPING, EXPANSION COILS, WIRE CONNECTIONS, ETC.
10. ALL RCV'S SHALL BE TAGGED INDICATING STATION #'S.
11. ALL VALVE BOXES SHALL HAVE STATION #'S PERMANENTLY BURNED ON VALVE BOX LIDS. MARKINGS SHALL BE AS FOLLOWS:
TURF VALVES: T#
LANDSCAPE AREA VALVES: L#
BUBBLER VALVES: B#
12. REFER TO PK–51 FOR INFIELD VALVES DETAILS AND INFIELD VALVE BOX LAYOUT

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

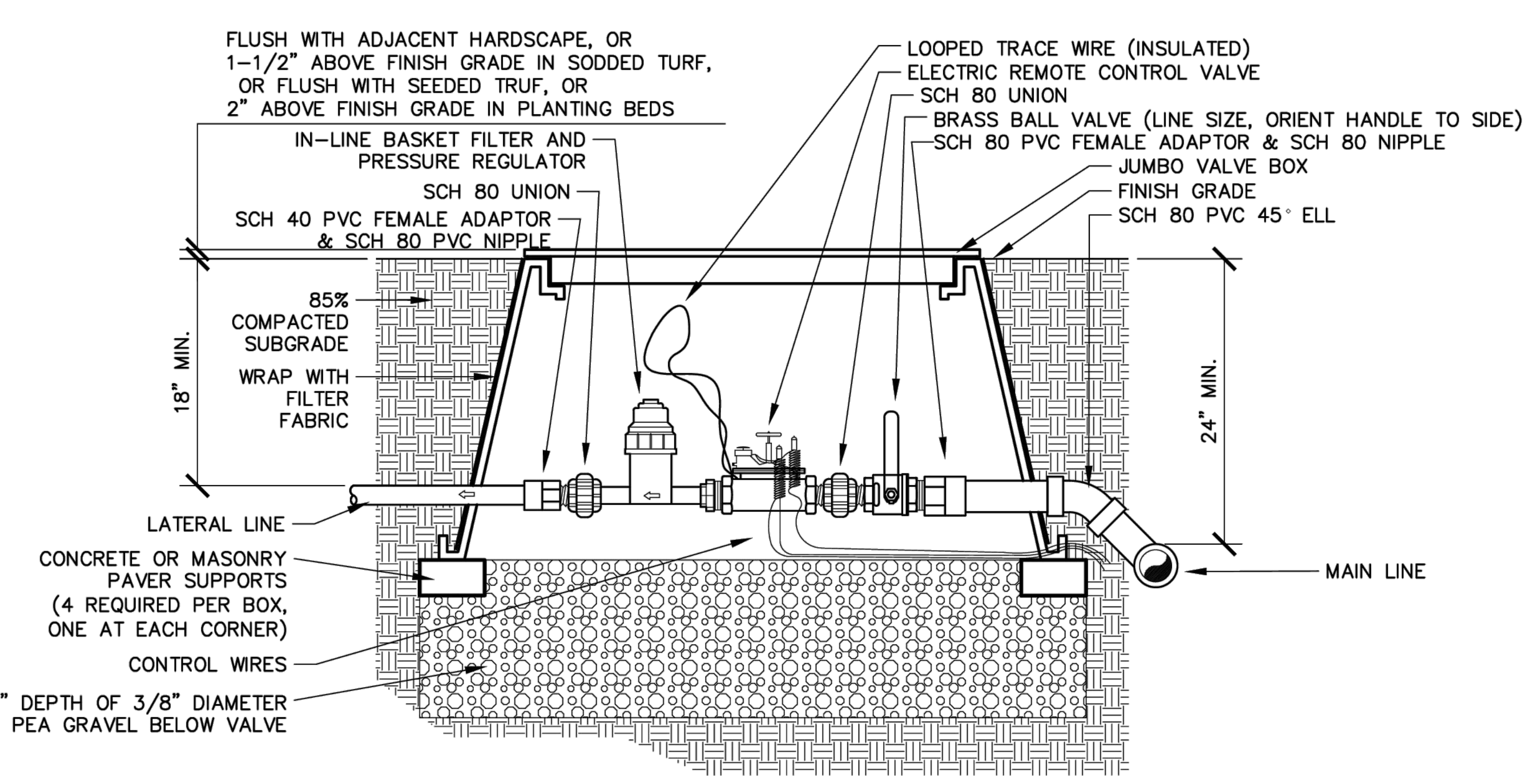
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

VALVE REMOTE CONTROL AT GRADE

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–IR–14

3 ID-1 REMOTE CONTROL VALVE ON GRADE
CITY OF ROSEVILLE STANDARD — N.T.S.



NOTES
1. INSTALL VALVES A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
2. INSTALL VALVES IN PLANTER BEDS WHEREVER POSSIBLE.
3. PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
4. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPING.
5. USE TEFLON TAPE ON ALL MALE THREADS.
6. VALVES ON MAINLINES 3" AND LARGER REQUIRE SADDLE TAPS, 2 ½" AND SMALLER MAINLINE REQUIRES GLUED SCHEDULE 80 FITTINGS.
7. PROVIDE SCHEDULE 80 THREADED UNION ON BOTH UPSTREAM AND DOWNSTREAM SIDES.
8. INSULATE AROUND PIPE AT BOX OPENINGS WITH PLASTIC SHEETING TO PREVENT SOIL FROM ENTERING BOX.
9. REFER TO SPECIFICATIONS FOR REQUIREMENTS FOR TAPING, EXPANSION COILS, WIRE CONNECTIONS, ETC.
10. ALL RCV'S SHALL BE TAGGED INDICATING STATION #'S.
11. ALL VALVE BOXES SHALL HAVE STATION #'S PERMANENTLY BURNED ON VALVE BOX LIDS. MARKINGS SHALL BE AS FOLLOWS:
TURF VALVES: T#
LANDSCAPE AREA VALVES: L#
BUBBLER VALVES: B#

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

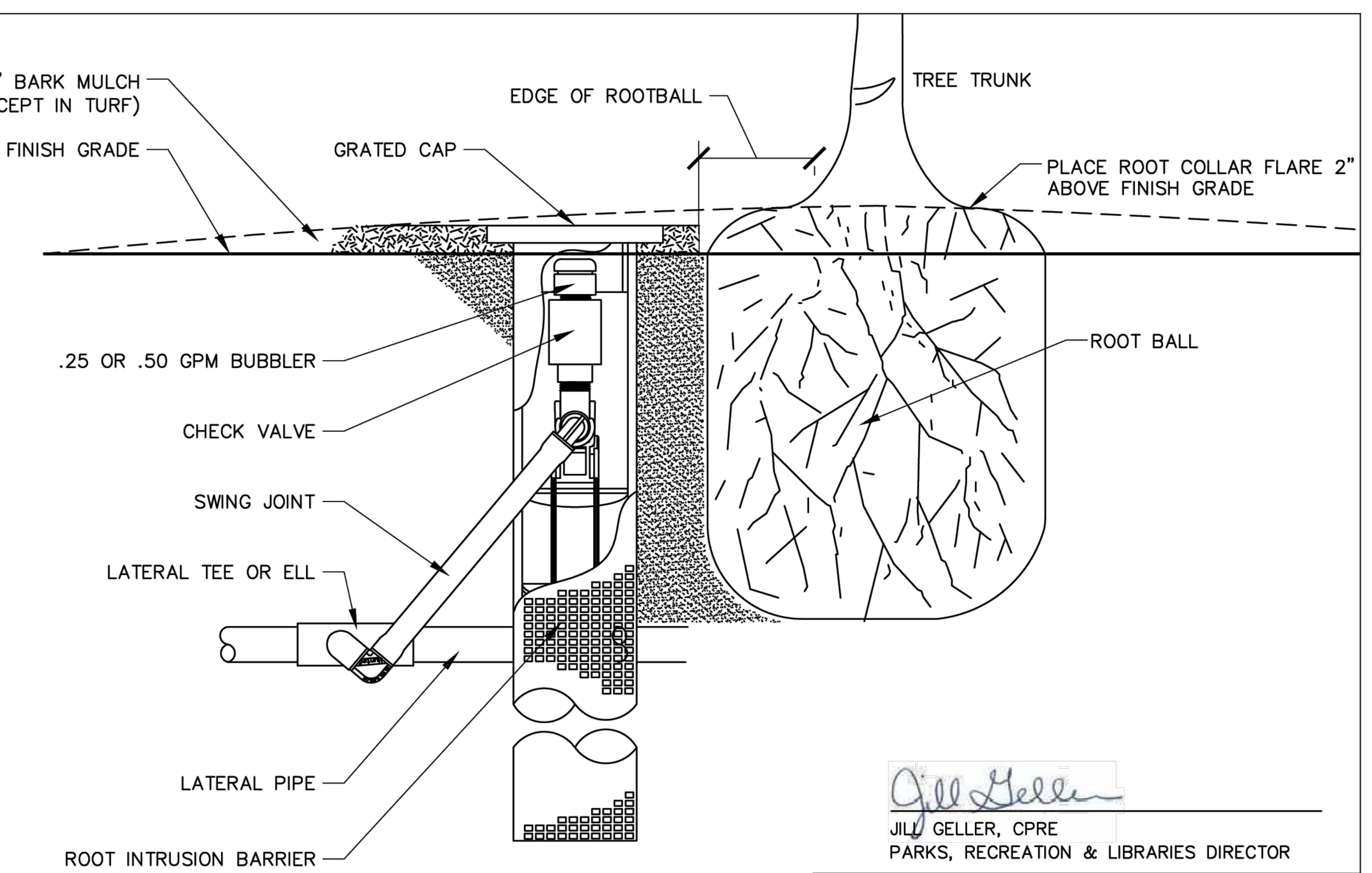
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

VALVE DRIP CONTROL

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–IR–12

4 ID-1 DRIP REMOTE CONTROL VALVE
CITY OF ROSEVILLE STANDARD — N.T.S.



NOTE
1. INSTALL FILTER FABRIC SLEEVE
2. SEE PLANS AND SPECS FOR APPROVED MANUFACTURERS AND MODEL NUMBERS

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

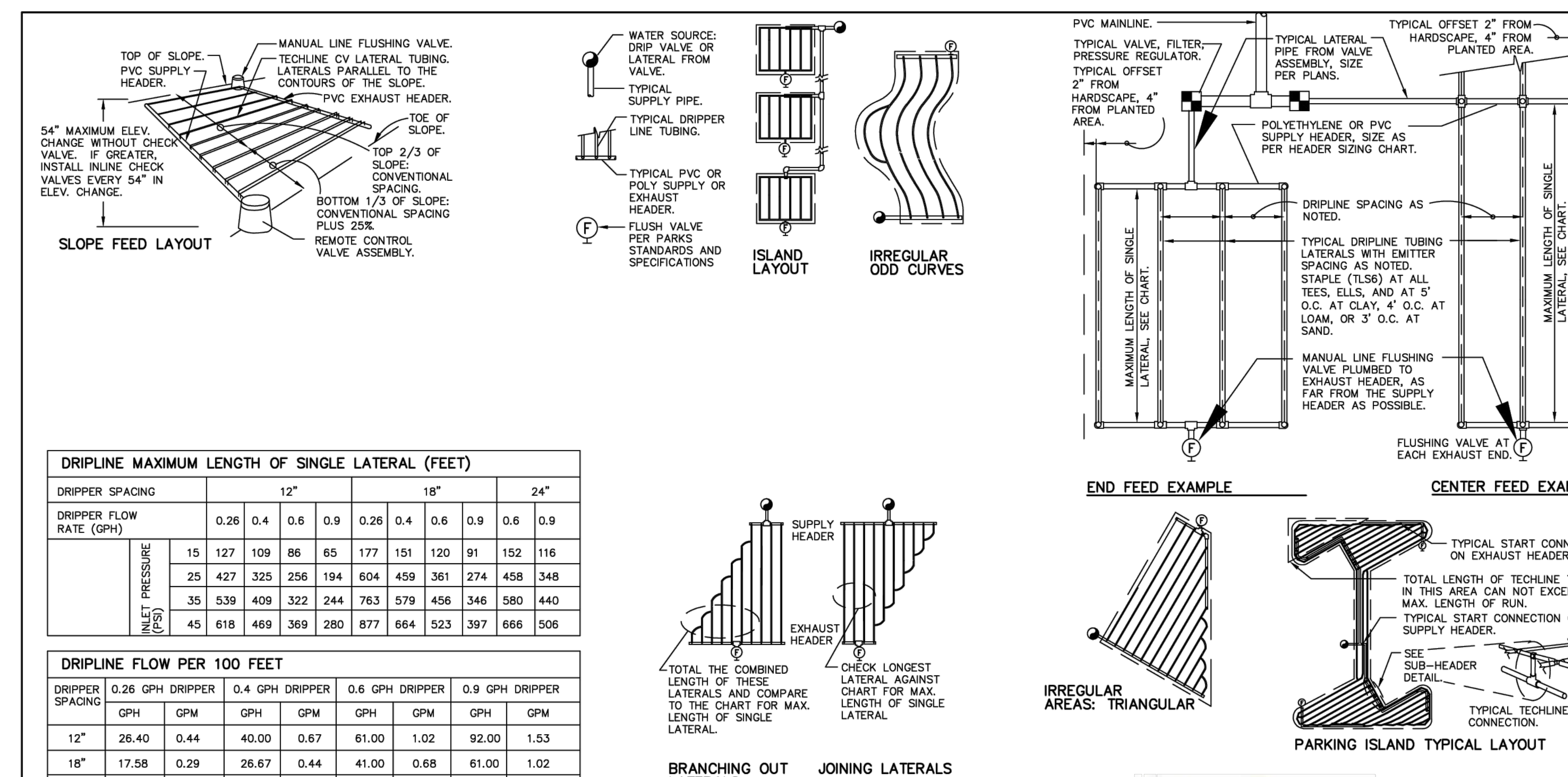
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

ROOT WATERING SYSTEM

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–IR–8

5 ID-1 TREE BUBBLER ASSEMBLY
CITY OF ROSEVILLE STANDARD — N.T.S.



DRIPLINE MAXIMUM LENGTH OF SINGLE LATERAL (FEET)

DRIPPER SPACING		12"				18"				24"	
DRIPPER FLOW RATE (GPH)		0.26	0.4	0.6	0.9	0.26	0.4	0.6	0.9	0.6	0.9
INLET PRESSURE (PSI)	15	127	109	86	65	177	151	120	91	152	116
	25	427	325	256	194	604	459	361	274	458	348
	35	539	409	322	244	763	579	456	346	580	440
	45	618	469	369	280	877	664	523	397	666	506

DRIPLINE FLOW PER 100 FEET

DRIPPER SPACING	0.26 GPH DRIPPER		0.4 GPH DRIPPER		0.6 GPH DRIPPER		0.9 GPH DRIPPER	
	GPH	GPM	GPH	GPM	GPH	GPM	GPH	GPM
12"	26.40	0.44	40.00	0.67	61.00	1.02	92.00	1.53
18"	17.58	0.29	26.67	0.44	41.00	0.68	61.00	1.02
24"	N/A	N/A	N/A	N/A	31.00	0.51	46.00	0.77

DRIPLINE GENERAL GUIDELINES FOR WATERING TIME

	TURF			SHRUB & GROUND COVER		
	CLAY	LOAM	SANDY	CLAY	LOAM	SANDY
DIPPER FLOW (GPH)	0.26	0.4	0.6	0.26	0.4	0.6
DRIPPER INTERVAL	18"	12"	12"	18"	18"	12"
LATERAL (ROW) SPACING	18"–22"	18"–22"	12"–16"	18"–24"	18"–24"	16"–20"
APPLICATION RATE (IN/HR)	.19–0.15	.43–.35	.96–.72	.19–.21	.29–.21	.72–.58
TIME TO APPLY 1/4"	79–100	35–43	16–21	79–107	52–71	21–26

SUPPLY AND EXHAUST HEADER SIZING CHART

STEP 1: ADD LENGTH OF ALL TECHLINE LATERAL TUBING CONNECTED TO THE HEADER.
STEP 2: DIVIDE THIS TOTAL LENGTH BY 100 TO INDICATE THE LENGHT IN UNITS OF 100.
STEP 3: LOCATE THE GPM THAT APPLIES FOR EACH UNIT OF 100 FEET LENGTH ON THE CHART "TECHLINE FLOW PER 100 FEET". MULTIPLY THIS GPM NUMBER TIMES THE UNITS OF 100 FEET FOR THE TOTAL GPM AT THIS HEADER.
STEP 4: SIZE THE HEADER WITH THE FOLLOWING:
1 TO 6 GPM: 3/4" HEADER. 6 TO 10 GPM: 1" HEADER.
10 TO 20 GPM: 1 1/4" HEADER. 20 TO 30 GPM: 1 1/2" HEADER.

NOTES
1. USE SUPPLY AND EXHAUST HEADER SIZING CHART UNLESS NOTED ON PLANS
2. REFER TO PLANS FOR LOCATION OF SUPPLY AND EXHAUST AREA PER DRIP AREA AND FEED LAYOUT
3. AIR RELIEF VALVES TO BE LOCATED AT THE HIGHEST ELEVATION OF EACH DRIP AREA
4. DRIP INDICATOR AND FLUSH VALVE TO BE LOCATED AT THE LOWEST ELEVATION OF EACH AREA OF DRIP AND INSTALLED PER PARKS STANDARDS AND SPECIFICATIONS

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

TYPICAL DRIPLINE DRIPGRID REQUIREMENTS

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–IR–16

6 ID-1 SUBSURFACE INLINE DRIP SYSTEM
N.T.S.

ID-1

95% SUBMITTAL - NOT FOR CONSTRUCTION

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION NAVD88 164.49' DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D.I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY: ZB
DRAWN BY: ZB
CHECKED BY: TG
SCALE: 1"=20'
DATE: 5/21/2026
PROJECT NO: 25–B1198

BY:
PLANS APPROVAL DATE

LICENSED LANDSCAPE ARCHITECT TAISHIRO GOTO LIC#4983 Signature 12–31–2026 Renewal Date Date STATE OF CALIFORNIA

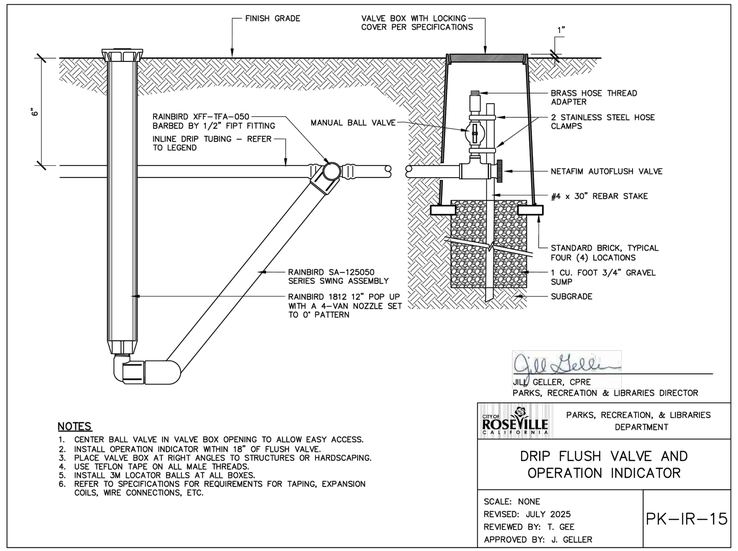
MARK THOMAS
701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381–9100

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746–1300

CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT
IRRIGATION DETAILS

19 OF 29



NOTES

1. CENTER BALL VALVE IN VALVE BOX OPENING TO ALLOW EASY ACCESS.
2. INSTALL OPERATION INDICATOR WITHIN 18" OF FLUSH VALVE.
3. PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
4. USE TEFLON TAPE ON ALL MALE THREADS.
5. INSTALL 3M LOCATOR BALLS AT ALL BOXES.
6. REFER TO SPECIFICATIONS FOR REQUIREMENTS FOR TAPING, EXPANSION COILS, WIRE CONNECTIONS, ETC.

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

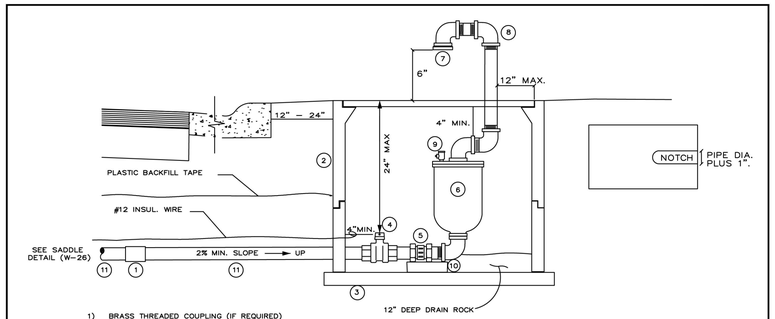
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

DRIP FLUSH VALVE AND OPERATION INDICATOR

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-IR-15

1 ID-2 DRIP FLUSH VALVE AND OPERATION INDICATOR
CITY OF ROSVEILLE STANDARD N.T.S.



1) BRASS THREADED COUPLING (IF REQUIRED)
2) B-40 UTILITY BOX W/TRAFFIC COVER MARKED, "RSVL ARV" IF EXTENSION IS REQ. MOTAR EXTENSION JOINT INSIDE & OUT.
3) 3" x 5" CONCRETE BRICK UNDER ENTIRE PERIMETER OF UTILITY BOX.
4) CURB STOP
5) BRASS UNION
6) COMBINATION AIR / VACUUM VALVE
7) PVC TERMINATION WITH INSECT/RODENT SCREEN.
8) USE SCH 80 PIPE AND FITTINGS ABOVE GROUND. EXPOSED PIPE AND FITTINGS SHALL BE PAINTED SAFETY BLUE TO MATCH CARBOLINE S150.
9) 1/4" TEST COCK
10) CONCRETE BLOCK FOR SUPPORT
11) THREADED BRASS PIPE

NOTE:

BURIED PIPE AND FITTINGS SHALL BE WRAPPED WITH 8 MIL POLYETHYLENE OR APPROVED EQUAL.

RICHARD PLECKER
ENVIRONMENTAL UTILITIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — ENVIRONMENTAL UTILITIES DEPARTMENT

1" AND 2" AIR RELEASE VALVE ASSEMBLY

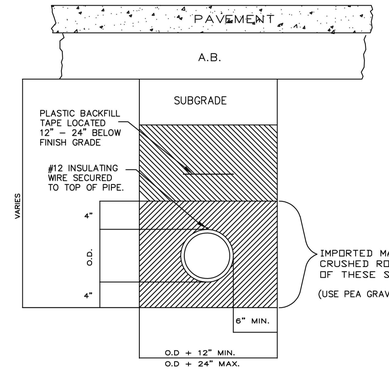
SCALE: NONE
REVISED: JANUARY 2024
DRAWN BY: R. VAN NESS
APPROVED BY: RICHARD PLECKER

W-12

2 ID-2 AIR RELEASE VALVE
CITY OF ROSVEILLE STANDARD N.T.S.

TRENCH BACKFILL REQUIREMENTS:

1. PROPOSED STREETS – REFER TO DETAIL TB-1 OF SECTION 31 FOR BACKFILL REQUIREMENTS ABOVE THE PIPE ZONE.
2. EXISTING STREETS – REFER TO DETAILS TB-1 AND TB-3, TB-3a OF SECTION 31 FOR BACKFILL REQUIREMENTS ABOVE THE PIPE ZONE.



NOTES:

BACKFILL SHALL BE MECHANICALLY CONSOLIDATED OR SHOVEL SLICED UNDER THE HAUNCHES OF THE PIPE.

IN ROCKY OR UNYIELDING SOIL, THE TRENCH SHALL BE EXCAVATED A MINIMUM OF 12" BELOW THE PIPE AND THE TRENCH WIDTH SHALL BE INCREASED BY 12".

ONE 12" WIDE STRIP OF BACKFILL TAPE SHALL BE USED FOR EVERY 12" PIPE DIAMETER OR FRACTION THERE OF.

RICHARD PLECKER
ENVIRONMENTAL UTILITIES DIRECTOR

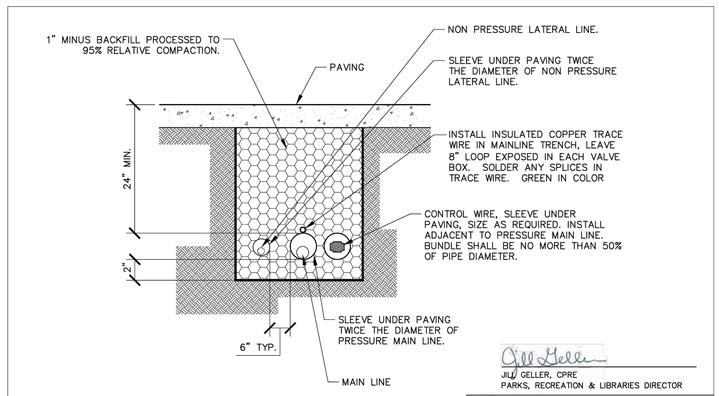
CITY OF ROSEVILLE CALIFORNIA — ENVIRONMENTAL UTILITIES DEPARTMENT

WATER MAIN TRENCH AND BACKFILL

SCALE: NONE
REVISED: OCTOBER 2020
DRAWN BY: R. VAN NESS
APPROVED BY: RICHARD PLECKER

W-1

3 ID-2 WATER MAIN TRENCH AND BACKFILL
CITY OF ROSEVILLE STANDARD N.T.S.



NOTES

1. ALL SLEEVES TO BE SCHEDULE 40 PVC.
2. EXTEND ALL SLEEVES 12" BEYOND EDGE OF HARDSCAPING.
3. CAP BOTH ENDS OF ALL SPARE SLEEVES AND MARK BOTH ENDS WITH 3M LOCATOR BALLS.
4. INSTALL SPARE SLEEVE UNDER ROADWAYS

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

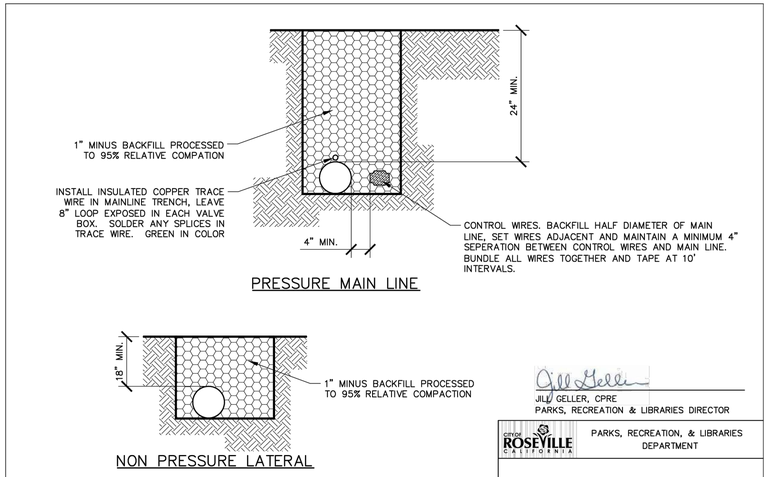
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

PIPE AT PAVEMENT

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-IR-4

4 ID-2 PIPE SLEEVING
CITY OF ROSEVILLE STANDARD N.T.S.



NOTES

1. RECLAIMED WATER REQUIRES BURIED TAPE LINE PER PUBLIC WORKS CONSTRUCTION STANDARDS.

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

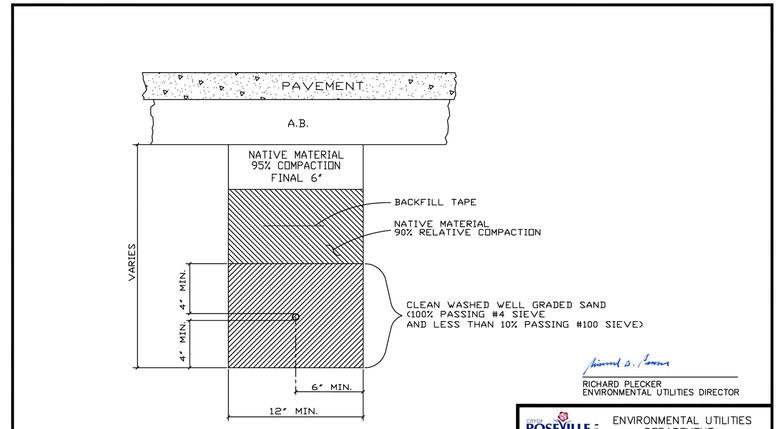
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

PIPE TRENCH

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-IR-5

5 ID-2 LATERAL AND MAIN LINE TRENCHING
CITY OF ROSEVILLE STANDARD N.T.S.



RICHARD PLECKER
ENVIRONMENTAL UTILITIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — ENVIRONMENTAL UTILITIES DEPARTMENT

TRENCH AND BACKFILL FOR ALL WATER LINES 2" AND SMALLER

SCALE: NONE
REVISED: JANUARY 2016
DRAWN BY: R. VAN NESS
APPROVED BY: RICHARD PLECKER

W-18

6 ID-2 TRENCH AND BACKFILL FOR LINES 2" OR SMALLER
CITY OF ROSEVILLE STANDARD N.T.S.

95% SUBMITTAL - NOT FOR CONSTRUCTION

ID-2

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49' **DATUM** CITY

DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D.I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	ZB
DRAWN BY:	ZB
CHECKED BY:	TG
SCALE:	1"=20'
DATE:	5/21/2026
PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

LICENSED LANDSCAPE ARCHITECT — REGISTERED CONTROL LICENSEE — Signature — 12-31-2026 Renewal Date — Date — STATE OF CALIFORNIA

MARK THOMAS
701 UNIVERSITY AVE, SUITE 200
SACRAMENTO, CALIFORNIA 95825
(916) 381-9100

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
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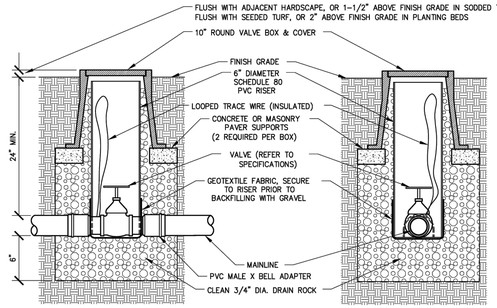
CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT
IRRIGATION DETAILS

20 OF 29



JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

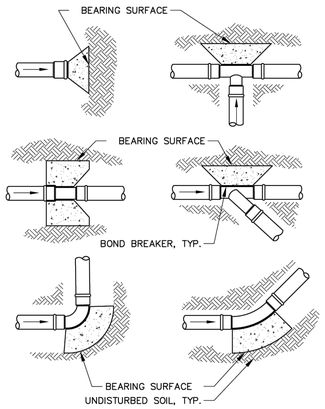
VALVE 3 INCH AND SMALLER

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-IR-10

NOTES
1. COMPACT SOIL AROUND BOX TO 90% MINIMUM COMPACTION.
2. PLACE DRAIN ROCK PRIOR TO INSTALLING VALVE BOX.
3. GATE VALVE AND FITTINGS SHALL BE LINE SIZE UNLESS OTHERWISE NOTED.
4. USE TEFLON TAPE ON ALL THREADED FITTINGS.
5. LOCATE VALVES IN SHRUB/GROUNDCOVER AREAS WHENEVER POSSIBLE.
6. LOOP EXTRA TRACER WIRE UP TO TOP OF BOX.

1 ID-3 VALVES 3" AND SMALLER
CITY OF ROSEVILLE STANDARD — N.T.S.



MINIMUM BEARING SURFACE AREA

PIPE SIZE	TEE AND PLUG	90 DEGREE BEND	45 DEGREE BEND
1-1/2"	0.45 SQ. FT.	0.63 SQ. FT.	0.34 SQ. FT.
2"	0.69 SQ. FT.	0.97 SQ. FT.	0.53 SQ. FT.
2-1/2"	1.0 SQ. FT.	1.41 SQ. FT.	0.77 SQ. FT.
3"	1.48 SQ. FT.	2.10 SQ. FT.	1.14 SQ. FT.
4"	2.43 SQ. FT.	3.45 SQ. FT.	1.87 SQ. FT.
6"	5.25 SQ. FT.	7.41 SQ. FT.	4.02 SQ. FT.
8"	9.08 SQ. FT.	12.83 SQ. FT.	6.96 SQ. FT.
10"	14.93 SQ. FT.	21.07 SQ. FT.	11.44 SQ. FT.

NOTES
1. SIZE THRUST BLOCKS AS SPECIFIED ABOVE.
2. DO NOT ENCASE CONTROL WIRES IN THE CONCRETE.
3. ALL FITTINGS MUST BE WRAPPED WITH POLYETHYLENE TO PREVENT CONCRETE FROM ADHERING TO BOLTS OR PIPES.
4. JOINTS AND BOLTS SHALL BE ACCESSIBLE FOR REPAIRS.

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

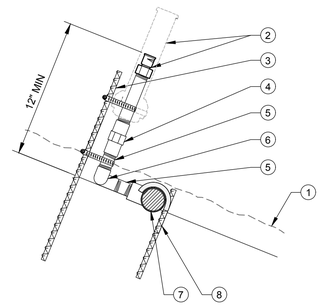
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

THRUST BLOCKS

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-IR-9

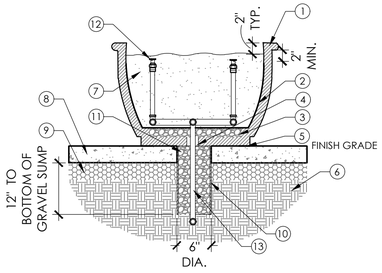
2 ID-3 THRUST BLOCKS
CITY OF ROSVEILLE STANDARD — N.T.S.



KEY:
1. MULCH LAYER PER PLANTING PLAN.
2. SHRUB ADAPTER W/ NOZZLE OR ROTOR SHRUB HEAD PER LEGEND (COLOR CODED PURPLE FOR RECYCLED WATER IF SPECIFIED)
3. EPOXY COATED SPRINKLER STABILIZER (18" LONG MINIMUM W/ STAINLESS STEEL GEAR CLAMPS
4. INLINE CHECK VALVE
5. SCH 80 UVR PVC NIPPLE
6. UVR-PVE SCH 40 STREET ELL (TXT)
7. UVR-PVC LATERAL LINE PER LEGEND & UVER-PVC SCH 40 TEE FITTING (SXSXT)
8. EPOXY COATED PIPE STABILIZER 18" LONG MIN. W VINYL COVER

NOTES:
1. USE 3/4" TEFLON TAPE FOR THREAD FITTINGS.
2. INSTALL HEADS / RISER PERPENDICULARLY PLUMB TO FINISH GRADE.
3. INSTALL RISER 24" FROM WALL OR FENCE
4. ADJUST NOZZLES TO PREVENT OVERSPRAY ONTO HARDSCAPE. SPRAY / ROTOR HEADS WITHIN 10" OF HARDSCAPE SHALL BE BURIED.
5. ADD RW STICKERS TO RISER FOR RECYCLED WATER USE.

3 ID-3 SPRAY HEAD / ROTOR ON FIXED RISER ON SL OPE (ON GRADE)
N.T.S.



KEY:
1. MODULAR PLANTER OR POT - SEE PLANTING LEGEND
2. FILTER FABRIC
3. 2" LAYER OF 3/4" DIA. DRAIN ROCK
4. 2" DIA. CORE DRILLED HOLE
5. EXTERIOR SILICONE SEALANT, CONTINUOUS AROUND THE BASE OF POT
6. COMPACTED SUBGRADE
7. PLANTER POT SOIL
8. CONCRETE PAVING
9. AGGREGATE BASE
10. PIPE SLEEVING
11. 3/4" DRAIN ROCK SUMP
12. IRRIGATION NOZZLE, SEE IRRIGATION LEGEND FOR FURTHER INFORMATION.
13. 3/4" IRRIGATION LATERAL, SEE IRRIGATION LEGEND FOR FURTHER INFORMATION.

NOTES:
1. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR MORE INFORMATION.
2. FOR TREE PLANTING SEE 'TREE POT PLANTING' DETAIL.

4 ID-3 POTTED BUBBLER
N.T.S.

95% SUBMITTAL - NOT FOR CONSTRUCTION

ID-3

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION NAVD88 164.49' DATUM CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT S.L. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	ZB
DRAWN BY:	ZB
CHECKED BY:	TG
SCALE:	1"=20'
DATE:	5/21/2026
PROJECT NO:	25-B1198

BY:
PLANS APPROVAL DATE

LICENSED LANDSCAPE ARCHITECT — ASHRED GOTO LEVERETT — Signature — 12-31-2026 Renewal Date — Date — STATE OF CALIFORNIA

MARK THOMAS
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DEPARTMENT OF PUBLIC WORKS
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ROSEVILLE, CA 95678
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CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT
IRRIGATION DETAILS

21 OF 29

PLANTING NOTES

MULCH: CONTRACTOR SHALL INSTALL A UNIFORM THREE INCH LAYER OF GROUND WOOD PRODUCT MULCH IN ALL PLANTING AREAS, AND A UNIFORM THREE INCH LAYER OF 'NON-FLOATING' MULCH IN ALL BIORETENTION AREAS, SEE SPECS. MULCH SHALL NOT TOUCH TREE TRUNKS. MULCH SHALL NOT TOUCH TREE TRUNKS. MULCH SAMPLE SHALL BE SUBMITTED AND APPROVED BY CITY ENGINEER PRIOR TO INSTALLATION.

2. IMPORTED AMENDED TOPSOIL: CONTRACTOR SHALL EXCAVATE ALL PLANTING AREAS, PER PLANTING PLANS, A MINIMUM OF 27" DEPTH BELOW FINISH GRADE OF SURROUNDING HARDSCAPE. ALL EXISTING GRAVEL, ROADWAY PAVEMENT AND AGGREGATE BASE WITHIN THE PLANTING AREAS SHALL BE REMOVED BEFORE INSTALLING IMPORTED AMENDED TOPSOIL. CONTRACTOR TO PROVIDE SUBMITTAL TO CITY PRIOR TO ORDERING. REFER TO CIVIL PLANS FOR PLANTING AREA GRADING AND SLOPES.
3. BIORETENTION SOIL MEDIA: CONTRACTOR SHALL INSTALL BIORETENTION SOIL MEDIA IN ALL BIORETENTION AREAS AS SHOWN ON PLANTING PLANS. A MINIMUM OF 24" IN DEPTH. CONTRACTOR SHALL SUBMIT SAMPLES FOR BIORETENTION SOIL MEDIA FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. INSTALL PER PLANS, DETAILS, AND SPECIFICATIONS. (6/PD-1)
4. FINISHED GRADE: CONTRACTOR SHALL INSTALL TOPSOIL AND BIORETENTION SOIL MEDIA 3" BELOW FINISH GRADE OF SURROUNDING HARDSCAPE TO ALLOW FOR A 3" LAYER OF MULCH. REFER TO CIVIL PLANS FOR PLANTING AREA GRADING AND SLOPES.
5. TREES: ALL NEW TREES SHALL BE INSTALLED PER PLAN AND DETAILS. (1/PD-1)
6. SHRUBS: ALL SHRUBS SHALL NOT BE PLANTED WITHIN 3' MINIMUM OF ANY TREES, INSTALL PER DETAILS. (2/PD-1) (3/PD-1)
7. ROOT BARRIERS: CONTRACTOR SHALL INSTALL LINEAR ROOT BARRIER ANYWHERE TREES ARE LOCATED WITHIN 6-FEET OF PAVEMENT AS SHOWN ON PLANS, PER SPECIFICATIONS. (4/PD-1)
8. CONTRACTOR SHALL NOT EXCAVATE SOIL WITHIN THE DRIP LINE OF EXISTING TREES TO REMAIN.

LEGEND

SYMBOL	DESCRIPTION
	LIMITS OF TOPSOIL, PLANT ESTABLISHMENT, AND BARK MULCH. SEE PLANTING NOTES.
	LIMITS OF BIORETENTION SOIL MIX, PLANT ESTABLISHMENT, AND NON-FLOATING MULCH. SEE PLANTING NOTES AND CIVIL DRAWINGS.
	ROOT BARRIER, INSTALL PER DETAIL (4/PD-1)
	DECORATIVE BOULDERS (5/PD-2)
	EXISTING TREES TO REMAIN, TYP. PROTECT IN PLACE
	PLANTER POTS (6/PD-2)
	MODULAR PLANTERS (6/PD-2)
	TRASH RECEPTACLE
	EXISTING PLANTING TO BE REPAIRED AND/OR REPLACED
	EXISTING PLANTING TO BE REMOVED
	STRING LIGHTS, MOUNTED TO SHADE STRUCTURE, TYP.

PLANT LEGEND

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	WATER USAGE (WUCOLS)
TREES						
	ARB MAR	ARBUTUS X 'MARINA'	MARINA STRAWBERRY TREE STANDARD	24" BOX		L
	CER OCC	CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX		L
	CHI LIN	CHILOPSIS LINEARIS	DESERT WILLOW	24" BOX		L
	LAU NOB	LAURUS NOBILIS	SWEET BAY	15 GAL.	POT	L
	PIS CHI	PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX		L
	QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX		L

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	WATER USAGE (WUCOLS)	SPACING
SHRUBS							
	ACH MIL	ACHILLEA MILLEFOLIUM	COMMON YARROW	5 GAL.		L	24" o.c.
	CAR TUM	CAREX TUMULICOLA	FOOTHILL SEDGE	5 GAL.		L	36" o.c.
	DIP AUR	DIPLACUS AURANTIACUS	STICKY MONKEYFLOWER	5 GAL.		L	24" o.c.
	FES CAL	FESTUCA CALIFORNICA	CALIFORNIA FESCUE	5 GAL.		L	36" o.c.
	FRA CAL	FRANGULA CALIFORNICA	CALIFORNIA COFFEEBERRY	5 GAL.		L	48" o.c.
	IRI DOU	IRIS DOUGLASIANA	DOUGLAS IRIS	5 GAL.		L	36" o.c.
	MUH RIG	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL.		L	48" o.c.
	SAL GRE	SALVIA GREGGII 'FURMANS RED'	FURMAN'S RED AUTUMN SAGE	5 GAL.		L	36" o.c.
	SOL VEL	SOLIDAGO VELUTINA CALIFORNICA	CALIFORNIA GOLDENROD	5 GAL.		L	24" o.c.
	TEU FRU	TEUCRIUM FRUTICANS 'COMPACTUM'	COMPACT BUSH GERMANDER	5 GAL.		L	36" o.c.

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	WATER USAGE (WUCOLS)	SPACING
SEED MIX							
	SEED	NON-IRRIGATED HYDROSEED		SEED		L	

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BENCH MARK

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DRAWN BY:	ZB
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SCALE:	1"=20'
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PROJECT NO:	25-B1198

BY:

PLANS APPROVAL DATE

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ROSEVILLE, CA 95678
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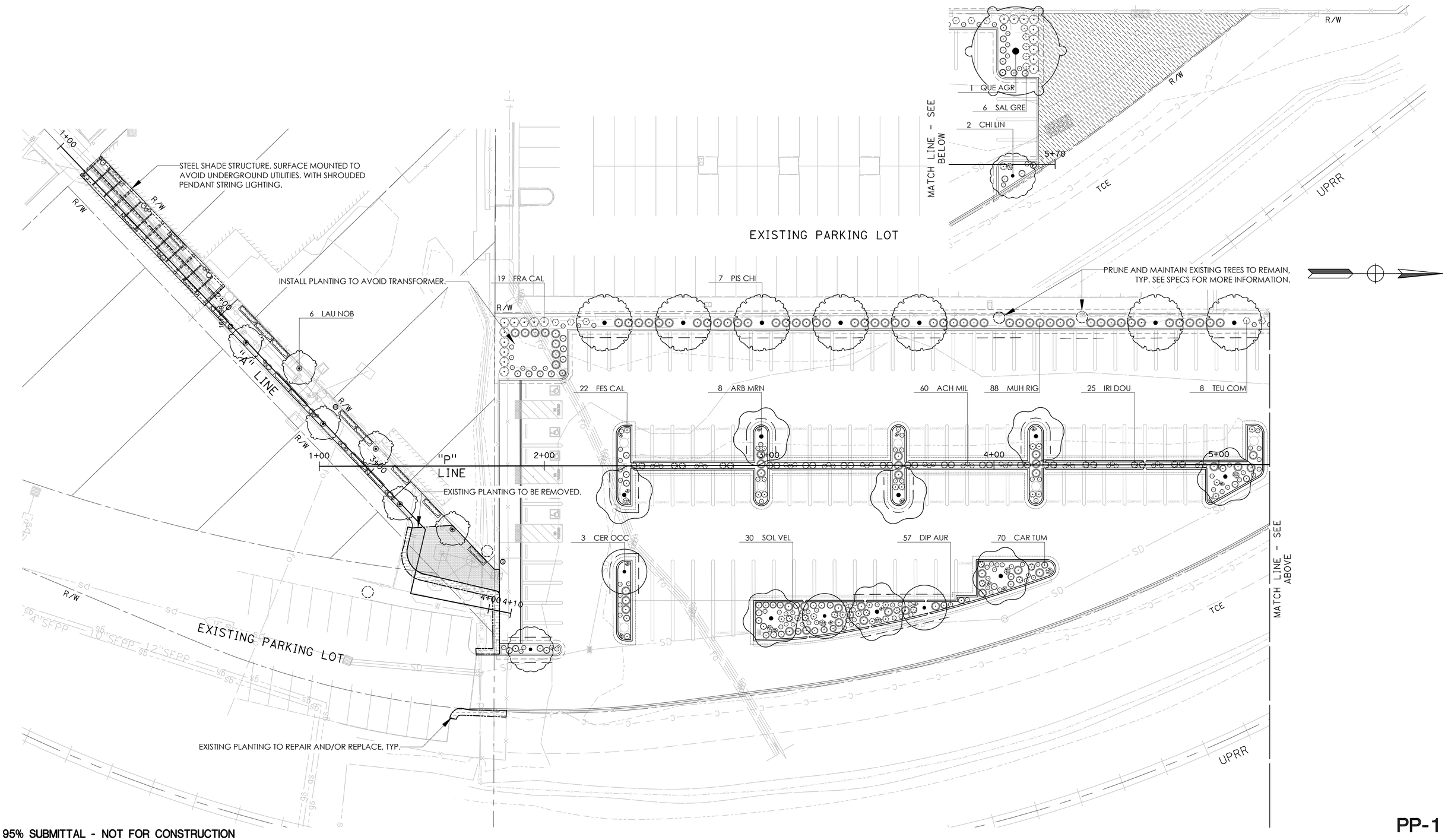
CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT
PLANTING LEGEND



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PP-1

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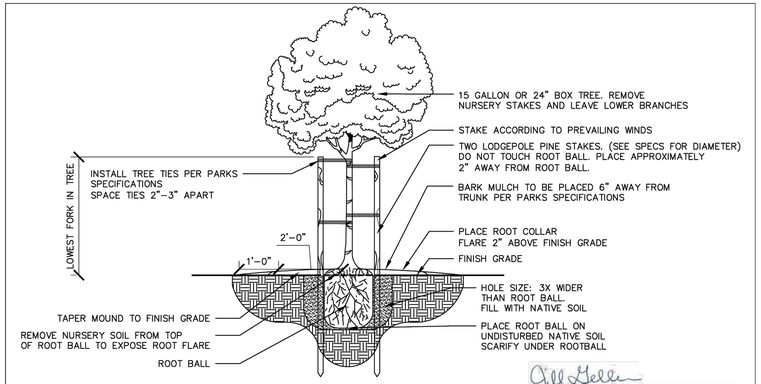
ROSEVILLE SURFACE PARKING LOT PROJECT
PLANTING PLAN

23 OF 29



JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

NOTES

1. SCORE ROOT BALL AND CUT GIRDLING ROOTS ON ALL FOUR SIDES OF ROOT BALL.
2. FOR LAWN AREAS: PROVIDE A 5' DIA. AREA FREE OF TURF.
3. TREES FURNISHED IN #15 NURSERY CONTAINERS REQUIRE 2" DIA. STAKES. TREES LESS THAN 8' IN HEIGHT REQUIRE AN 8' STAKE. TREES 8' OR GREATER IN HEIGHT REQUIRE A 10' STAKE. TREES FURNISHED IN 24" BOXES REQUIRE 3" DIA. BY 10' LONG STAKES.
4. INSTALL 2 TREE TIES AT 2/3 OF TREE HEIGHT AND 2 TREE TIES AT 1/2 OF TREE HEIGHT PER PARKS SPECIFICATIONS
5. TREE STAKES SHOULD BE INSERTED INTO THE GROUND TO A MINIMUM DEPTH OF 18".
6. TREES TO BE STRUCTURALLY PRUNED BEFORE PLANTING. ESTABLISH A CENTRAL LEADER AND REDUCE OR REMOVE CODOMINANT LEADERS.

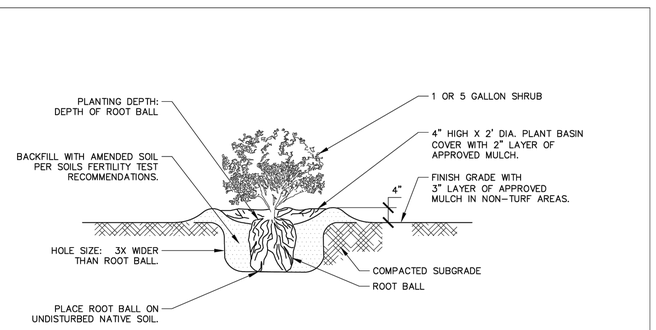
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

TREE PLANTING

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–LS–4

1 PD-1 TREE PLANTING
CITY OF ROSVEILLE STANDARD N.T.S.



JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

NOTES

1. AMENDMENT SHALL BE CONSISTENT WITH SOILS FERTILITY TEST.
2. PLANTING AREAS SHALL BE TREATED WITH PRE–EMERGENT AFTER PLANTING IS COMPLETE AND PRIOR TO MULCH INSTALLATION.
3. SCORE ROOT BALL IN VARIOUS LOCATIONS.

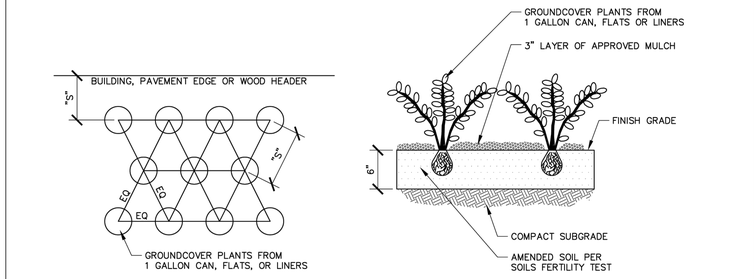
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

SHRUB PLANTING

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–LS–2

2 PD-1 SHRUB PLANTING
CITY OF ROSEVILLE STANDARD N.T.S.



JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

NOTES

1. "S" REFERS TO PLANT SPACING, SEE PLANT TABLE ON CONSTRUCTION DOCUMENTS.

CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

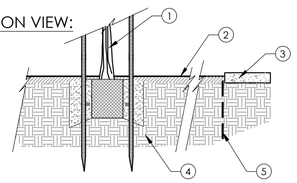
GROUNDCOVER PLANTING

SCALE: NONE
REVISED: JULY 2025
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

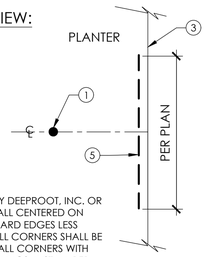
PK–LS–1

3 PD-1 SHRUB AND GROUNDCOVER SPACING
CITY OF ROSEVILLE STANDARD N.T.S.

SECTION VIEW:



PLAN VIEW:



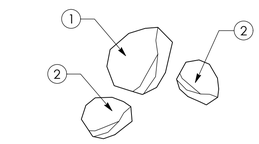
KEY:

1. TREE PLANTING
2. BARK MULCH, REFER TO SPECIFICATIONS
3. ADJACENT CURB OR PAVEMENT, SEE PLAN
4. NATIVE OR IMPORT SOIL
5. LINEAR ROOT BARRIER, BY DEEPROOT, INC. OR APPROVED EQUAL. INSTALL CENTERED ON TREE, PARALLEL TO ALL HARD EDGES LESS THAN 5'-0" FROM TREE. ALL CORNERS SHALL BE 90 DEGREES. CONNECT ALL CORNERS WITH MANUFACTURER'S COUPLINGS. INSTALL PER MANUFACTURER'S SPECIFICATIONS. ALIGN TOP OF ROOT BARRIER PANELS FLUSH WITH FINISHED GRADE IN PLANTER

NOTES:

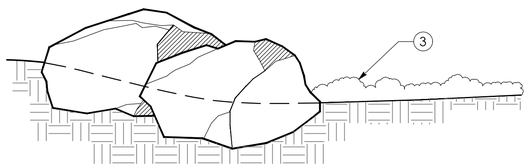
1. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR MORE INFORMATION.

4 PD-1 TREE ROOT BARRIER
N.T.S.



KEY:

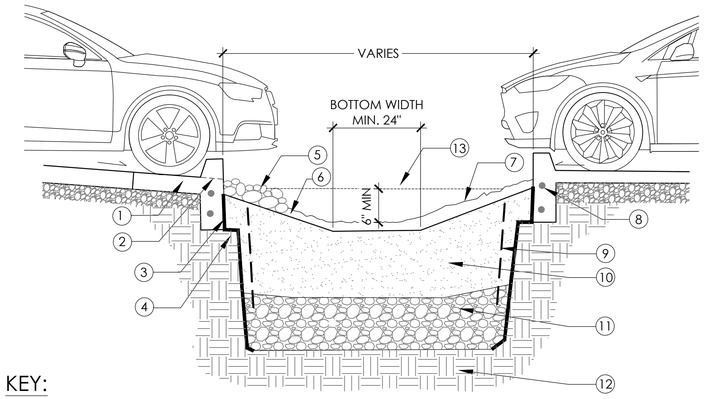
1. BOULDER 3' - 4' LENGTH, 3' - 4' WIDTH, 2' - 3' HEIGHT.
2. BOULDER 2' - 3' LENGTH, 2' - 3' WIDTH, 1'-6" - 2' HEIGHT.
3. PLANTING OR TURF BED, SEE PLANTING PLAN AND SPECIFICATIONS.



NOTES:

1. BOULDERS TO BE PLACED 1/3 HEIGHT INTO GRADE WITH NO ACUTE ANGLES BETWEEN ROCK FACE AND FINISH GRADE. MINIMUM SIZE 2'-6" IN DIAMETER. LANDSCAPE ARCHITECT TO FIELD VERIFY PLACEMENT OF ALL BOULDERS.

5 PD-1 BOULDER PLACEMENT
N.T.S.N.T.S.



KEY:

1. CURB AND GUTTER. SEE CIVIL PLANS.
2. CURB INLET, SEE CIVIL PLANS.
3. 30ML LINER (TYPICAL)
4. MAINTAIN 6" BENCH NATIVE SOIL (TYPICAL)
5. 6" DEPTH OF 3" - 6" ROUNDED, WASHED COBBLE
6. MULCH 3" DEPTH (TYPICAL)
7. 3:1 MAX SLOPE (TYPICAL)
8. 24" DEEP CURB
9. TREE ROOT BARRIER (4 / PD-1)
10. BIORETENTION SOIL MEDIA, 24" MIN. DEPTH
11. CLASS 2 PERMEABLE, 12" MIN. DEPTH
12. EXISTING SUBGRADE
13. 6" MIN. 12" MAX PONDING DEPTH

6 PD-1 BIOSWALE PLANTING
N.T.S.

95% SUBMITTAL - NOT FOR CONSTRUCTION

PD-1

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LICENSED LANDSCAPE ARCHITECT — TASSERIES COTO DE PEREST — Signature — 12-31-2026 Renewal Date — Date — STATE OF CALIFORNIA

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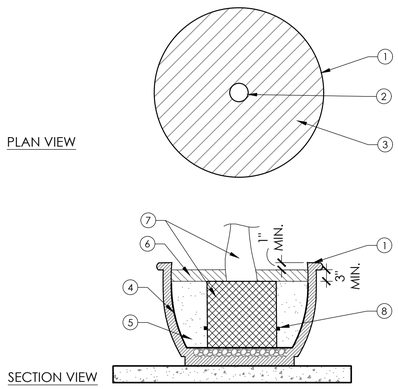
CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT
PLANTING DETAILS

24 OF 29



KEY:

1. MODULAR PLANTER OR POT
2. SHRUB OR TREE, CENTER IN PLANTER OR POT
3. MULCH
4. FILTER FABRIC
5. PLANTER POT SOIL
6. 3" MULCH LAYER
7. TREE AND ASSOCIATED ROOT BALL. SET ROOT BALL 2" ABOVE FINISHED GRADE. SEE PLANS.
8. FERTILIZER TABLETS, SEE SPECIFICATIONS.

1 / PD-2 TREE AND SHRUB PLANTING IN POT OR PLANTER

N.T.S.

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PD-2

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LICENSED LANDSCAPE ARCHITECT TASHIRO GOTO LICENSES Signature 12-31-2026 Renewal Date Date STATE OF CALIFORNIA

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CITY OF ROSEVILLE CALIFORNIA

ROSEVILLE SURFACE PARKING LOT PROJECT
PLANTING DETAILS

25 OF 29

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE LATEST EDITIONS OF THE CITY OF ROSEVILLE CONSTRUCTION AND IMPROVEMENTS STANDARDS (INCLUDING THE LATEST AMENDMENTS), STANDARD CONSTRUCTIONS SPECIFICATIONS, THE LATEST CALTRANS STANDARD PLANS, THE LATEST CALTRANS STANDARD SPECIFICATIONS, AND THE LATEST EDITION OF THE CA MUTCD.
2. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FROM THE NEGLIGENCE OF ENGINEER.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES. REFER TO THE SPECIAL PROVISIONS FOR PERMITS NEEDED.
4. THESE PLANS ARE HEREBY MADE PART OF THE CONTRACT SPECIFICATIONS FOR THIS PROJECT.

VERIFICATION-LOCATION:

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UNDERGROUND UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL CONTACT U.S.A. AND HAVE UTILITIES MARKED AT LEAST 72 HOURS BEFORE BEGINNING WORK. WHERE MARKINGS ARE NEAR PROPOSED FOUNDATIONS, THE CONTRACTOR SHALL LOCATE UNDERGROUND UTILITIES BY POT HOLING PRIOR TO EXCAVATING.
6. THE CONTRACTOR IS SOLELY RESPONSIBLE TO PROVIDE ALL LABOR AND EQUIPMENT NECESSARY TO LOCATE EXISTING UNDERGROUND FACILITIES BEYOND THE INFORMATION PROVIDED BY U.S.A. MARKING INCLUDE, BUT NOT LIMITED TO, METAL DETECTORS, WIRE LOCATIONS (OR WIRE LOCATING EQUIPMENT), AND POTHOLING.
7. LOCATIONS OF LIGHT STANDARDS, PULL BOXES, AND SERVICE PEDESTALS AS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL LOCATE THESE ITEMS AND THE ENGINEER SHALL APPROVE SAID LOCATIONS PRIOR TO EXCAVATION.
8. IN CASE OF BORING, CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

SUBGRADE:

9. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A. AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
10. ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.
11. THE UPPER SIX (6) INCHES OF THE SUB GRADE SHALL BE COMPACTED TO 95% MINIMUM RELATIVE COMPACTION.
12. PRIOR TO EXCAVATION OF TRENCHES FIVE (5) FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE PUBLIC WORKS DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A COPY OF THE COMPANY'S ANNUAL CAL OSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CAL OSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.
13. NO TRENCHING SHALL OCCUR BENEATH THE DRIP LINE OF ANY OAK TREE TO BE SAVED UNLESS STATED ON THESE PLANS "TRENCHING UNDER THIS TREE IS APPROVED".

EROSION CONTROL:

14. EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL EFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING OR EQUIVALENT METHOD, FOR THE PROTECTION OF LIFE, OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS AND SHALL PROVIDE CITY OF ROSEVILLE WITH A COPY OF OSHA PERMIT.
15. CONSTRUCTION ACTIVITIES OCCURRING BETWEEN OCTOBER 15 AND APRIL 1 SHALL HAVE EROSION AND SEDIMENT CONTROL MEASURES IN PLACE OR CAPABLE OF BEING PLACED WITHIN 24 HOURS. THE CONTRACTOR SHALL ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM.
16. ADJACENT STREET FRONTAGES SHALL BE SWEPT AT LEAST ONCE A DAY TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES.
17. THE CONTRACTOR SHALL MEET AND FOLLOW ALL NPDES REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTION.

RESTORATION:

18. ALL EXISTING UTILITIES AND IMPROVEMENTS, INCLUDING SUBSTRUCTURES, THAT ARE DAMAGED BY THE CONTRACTOR, WHICH ARE NOT DESIGNATED BY THE PLANS OR SPECIFICATIONS TO BE DISTURBED, SHALL BE RESTORED OR REPAIRED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
19. CONTRACTOR SHALL RESTORE ALL DISTURBED LANDSCAPING AND IRRIGATION SYSTEMS TO ORIGINAL CONDITION AND/OR REDESIGN AND INSTALL IRRIGATION TO ACCOMMODATE NEW STRUCTURES WITHIN THIS PROJECT.
20. THE DEVELOPERS CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE PRE-EXISTING DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE PUBLIC WORKS INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.

MISC.:

21. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING ONE-WEEK PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE ENGINEERING DIVISION, ENVIRONMENTAL UTILITIES DEPARTMENT, AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING.
22. SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL REQUEST IN WRITING FROM THE ENGINEER SUCH FURTHER EXPLANATION AS MAY BE NECESSARY.
23. PARKING OF VEHICLES AND EQUIPMENT OR STORAGE OF MATERIALS UNDER THE DRIPLINE OF TREES SHALL NOT OCCUR AT ANY TIME.

ABBREVIATIONS:

PEU	PHOTOELECTRIC UNIT

Underground Service Alert

Call: TOLL FREE

1-800-642-2444

72 HOURS BEFORE YOU DIG

THIS SHEET IS ACCURATE FOR ELECTRICAL WORK ONLY

E-1

NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49' **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9
3 1/4" BRASS DISK STAMPED 2018 PLS 8278,
TOP OF CURB AT D. I. WEST SIDE OF
WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL
AMERICAN CITY BLVD.

DESIGN BY:	EM
DRAWN BY:	EM
CHECKED BY:	KC
SCALE:	N/A
DATE:	5/22/2026
PROJECT NO:	R25-4429.00

BY:

PLANS APPROVAL DATE

95% SUBMITTAL

Fehr & Peers
1013 Galleria Blvd Suite 255 Roseville, CA 95678
(916) 773-1900

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET #100
ROSEVILLE, CA 95678
(916) 774-5331

CITY OF ROSEVILLE CALIFORNIA

HISTORIC OLD ROSEVILLE PARKING LOT LIGHTING PROJECT

LIGHTING PLAN GENERAL NOTES AND DETAILS

26 OF 29

PROJECT NOTES (THIS SHEET ONLY):

1. EXISTING 200A SERVICE EQUIPMENT ENCLOSURE (120/240 V) TO REMAIN WITH THE FOLLOWING CIRCUITS:
   (ALL CIRCUITS ARE UNMETERED)
   CIRCUIT 1 (240 V, STREET LIGHTING)
   CIRCUIT 2 (240 V, STREET LIGHTING)
   CIRCUIT 3 (120 V, VIEWING PLATFORM LIGHTING)
   CIRCUIT 4 (120 V, WATER TOWER LANDMARK LIGHTING)
   CIRCUIT 5 (120 V, IRRIGATION CONTROLLER #1)
   CIRCUIT 6 (120 V, IRRIGATION CONTROLLER #2)

   PROTECT ENCLOSURE AND ASSOCIATED EQUIPMENT IN PLACE.
2. EXISTING CONDUIT AND CONDUCTORS TO REMAIN. PROTECT IN PLACE.
3. EXISTING PULL BOX TO REMAIN. PROTECT IN PLACE.
4. EXISTING 2"C, 2#6 (WATER TOWER LANDMARK LIGHTING) TO REMAIN. PROTECT IN PLACE.
5. EXISTING 2"C, 3#1 (SERIVCE) TO REMAIN. PROTECT IN PLACE.
6. EXISTING 4"C, SERVICE WIRES TO REMAIN. PROTECT IN PLACE.
7. EXISTING 100 KVA PAD MOUNT TRANSFORMER TO REMAIN. PROTECT IN PLACE.
8. REMOVE EXISTING GARDCO GROUND LIGHTS AROUND WATER TOWER. INSTALL NEW IN-GROUND COLOR KINETICS 3000K WHITE LIGHT BURSTSCAPE IN-GRADE SPOTLIGHT LIGHTING FIXTURES OR CITY APPROVED EQUAL PER DETAIL 'B' ON THIS SHEET. CONNECT NEW IN-GROUND LIGHTS TO EXISTING WATER TOWER LANDMARK LIGHTING CIRCUIT.
9. EXISTING WATER TOWER LANDMARK TO REMAIN. EXISTING LIGHTS ON TOP OF STRUCTURE TO REMAIN. PROTECT IN PLACE.
10. 2"C, 2#6 (PATH LIGHTING Ckt 3), TBD (SHADE STRUCTURE LIGHTING), 1#6 (GROUND).
11. 2"C, TBD (SHADE STRUCTURE LIGHTING), 1#6 (GROUND).
12. REMOVE AND SALVAGE EXISTING STREET ELECTROLIER. ABANDON FOUNDATION.
13. 3"C, 3#14 (PEU), 2#6 (PATH LIGHTING Ckt 3), 2#6 (PARKING LOT LIGHTING Ckt 1), 2#6 (PARKING LOT LIGHTING Ckt 2), TBD (SHADE STRUCTURE LIGHTING), 1#6 (GROUND).
14. 3"C, 3#14 (PEU), 2#6 (PARKING LOT LIGHTING Ckt 1), 2#6 (PARKING LOT LIGHTING Ckt 2), 1#6 (GROUND).
15. 2"C, 2#6 (PARKING LOT LIGHTING Ckt 1), 1#6 (GROUND).
16. 2"C, 2#6 (PARKING LOT LIGHTING Ckt 1), 2#6 (PARKING LOT LIGHTING Ckt 2), 1#6 (GROUND).
17. INSTALL 200A 120/240 V SINGLE PHASE METERED SERVICE EQUIPMENT ENCLOSURE AND FOUNDATION PER CITY OF ROSEVILLE PARKS DESIGN & CONSTRUCTION STANDARDS. INCLUDE TWO (2) 240 V PARKING LOT LIGHTING CIRCUIT BREAKERS, ONE (1) 240 V PATH LIGHTING CIRCUIT BREAKER, AND TBD SHADE STRUCTURE LIGHTING CIRCUIT BREAKER.
18. 4"C, 3#4 (SERVICE).
19. NEW TRANSFORMER TO BE INSTALLED BY ROSEVILLE ELECTRIC. SERVICE CONNECTION SHALL BE COORDINATED WITH ROSEVILLE ELECTRIC.
20. 2"C, 2#6 (PARKING LOT LIGHTING Ckt 2), 1#6 (GROUND).
21. INSTALL SECONDARY BOX PER ROSEVILLE ELECTRIC STANDARDS. SERVICE CONNECTION SHALL BE COORDINATED WITH ROSEVILLE ELECTRIC.
22. INSTALL CONDUIT AND SERVICE WIRES (SIZE AND TYPE TBD) PER ROSEVILLE ELECTRIC STANDARDS. SERVICE CONNECTION SHALL BE COORDINATED WITH ROSEVILLE ELECTRIC.
23. 2"C. SEE SHEET PP-1 FOR SHADE STRUCTURE LIGHTING.

LEGEND (THIS SHEET ONLY):

- (#) NEW 58W C2430L-A3SR7N74064A5SNNNA (TYPE 5 DISTRIBUTION) LUMINAIRE OR CITY APPROVED LIGHT FIXTURE ON 12' VISCO STEEL/CAST IRON, FLUTED, TAPERED POLE WITH DECORATIVE BASE (VISCO B17), OR CITY-APPROVED EQUAL. (# INDICATES CIRCUIT NUMBER)
- NEW COLOR KINETICS BURSTSCAPE IN-GRADE SPOTLIGHT WITH 3000K WHITE LIGHT OR CITY APPROVED EQUAL.
- EXISTING 100 KVA PAD MOUNT TRANSFORMER.
- NEW ROSEVILLE ELECTRIC TRANSFORMER (BY OTHERS).

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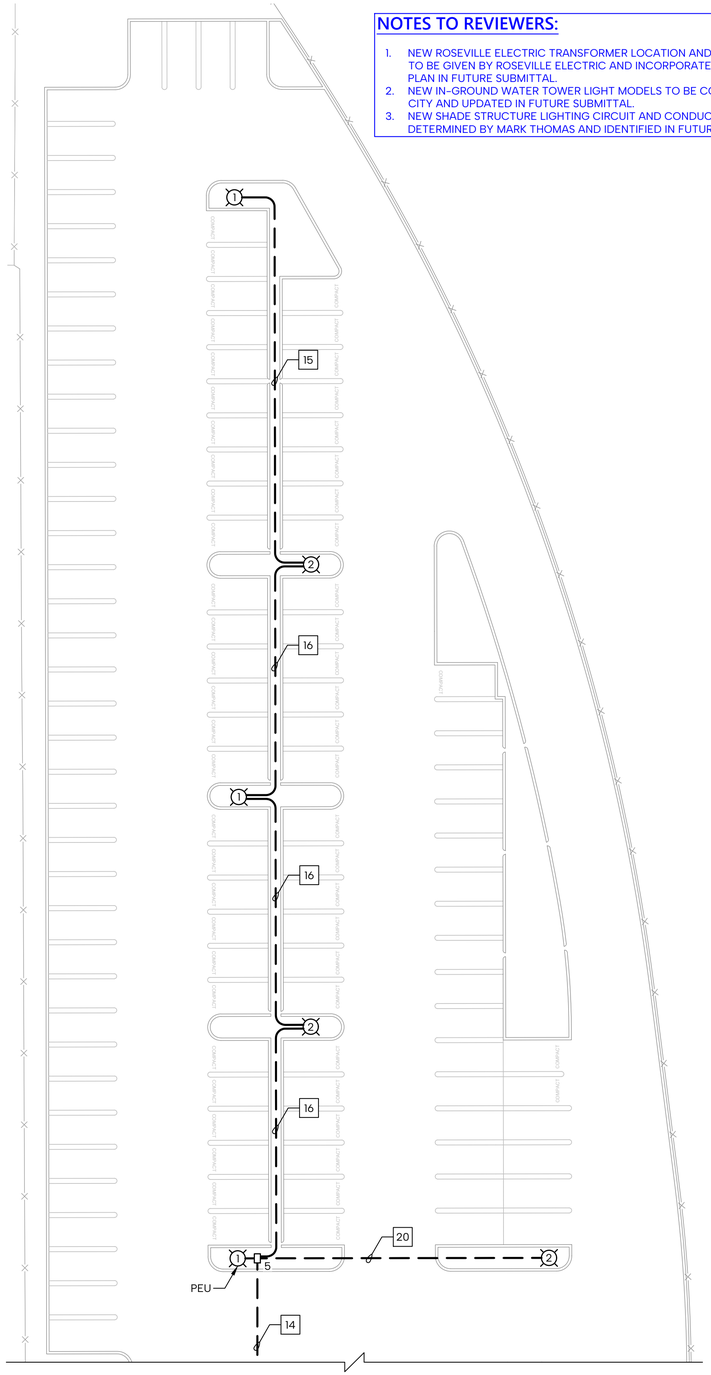
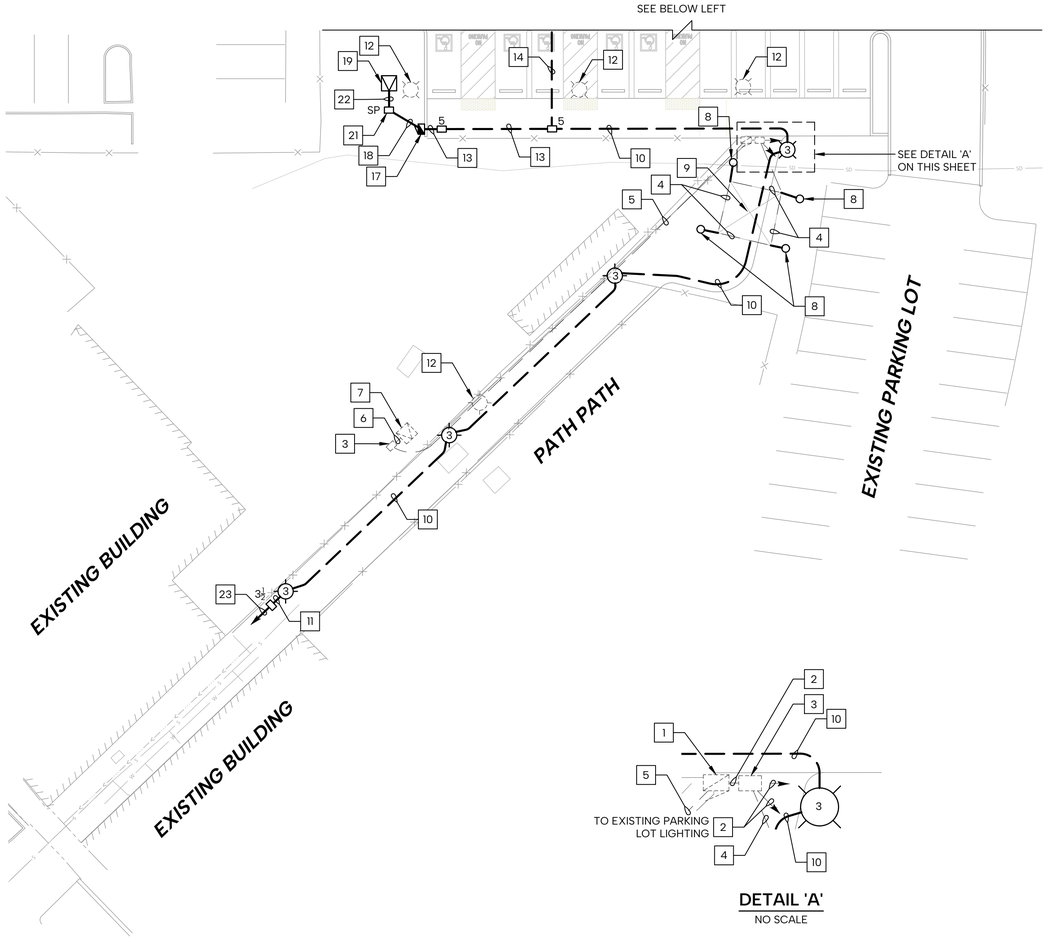
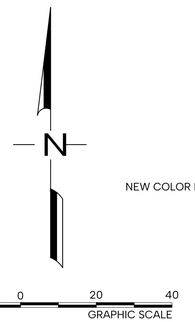
72 HOURS BEFORE YOU DIG

NOTES TO REVIEWERS:

1. NEW ROSEVILLE ELECTRIC TRANSFORMER LOCATION AND INFORMATION TO BE GIVEN BY ROSEVILLE ELECTRIC AND INCORPORATED INTO THIS PLAN IN FUTURE SUBMITTAL.
2. NEW IN-GROUND WATER TOWER LIGHT MODELS TO BE CONFIRMED BY CITY AND UPDATED IN FUTURE SUBMITTAL.
3. NEW SHADE STRUCTURE LIGHTING CIRCUIT AND CONDUCTORS TO BE DETERMINED BY MARK THOMAS AND IDENTIFIED IN FUTURE SUBMITTAL.

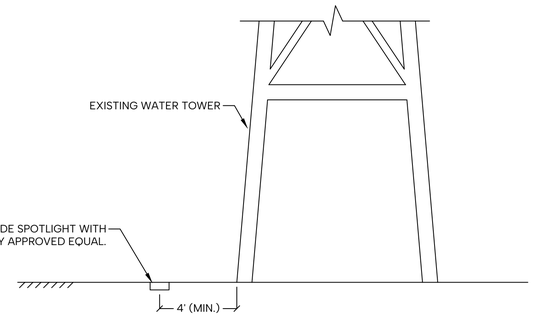






20 0 20 40
1"=20' GRAPHIC SCALE

DETAIL 'A'
NO SCALE



DETAIL 'B'
NO SCALE

THIS SHEET IS ACCURATE FOR ELECTRICAL WORK ONLY

E-2

NO.	REVISIONS	BY	DATE

BENCH MARK
ELEVATION NAVD88 164.49' **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9
3 1/4" BRASS DISK STAMPED 2018 PLS 8278,
TOP OF CURB AT D. I. WEST SIDE OF
WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL
AMERICAN CITY BLVD.

DESIGN BY:	EM
DRAWN BY:	EM
CHECKED BY:	KC
SCALE:	1" = 20'
DATE:	5/22/2026
PROJECT NO:	R25-4429.00

BY:
PLANS APPROVAL DATE

95% SUBMITTAL

Fehr & Peers
1013 Galleria Blvd Suite 255 Roseville, CA 95678 (916) 773-1900

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET #100
ROSEVILLE, CA 95678
(916) 774-5331

CITY OF ROSEVILLE CALIFORNIA

HISTORIC OLD ROSEVILLE PARKING LOT LIGHTING PROJECT

LIGHTING PLAN
PARKING LOT AND PATH LIGHTING

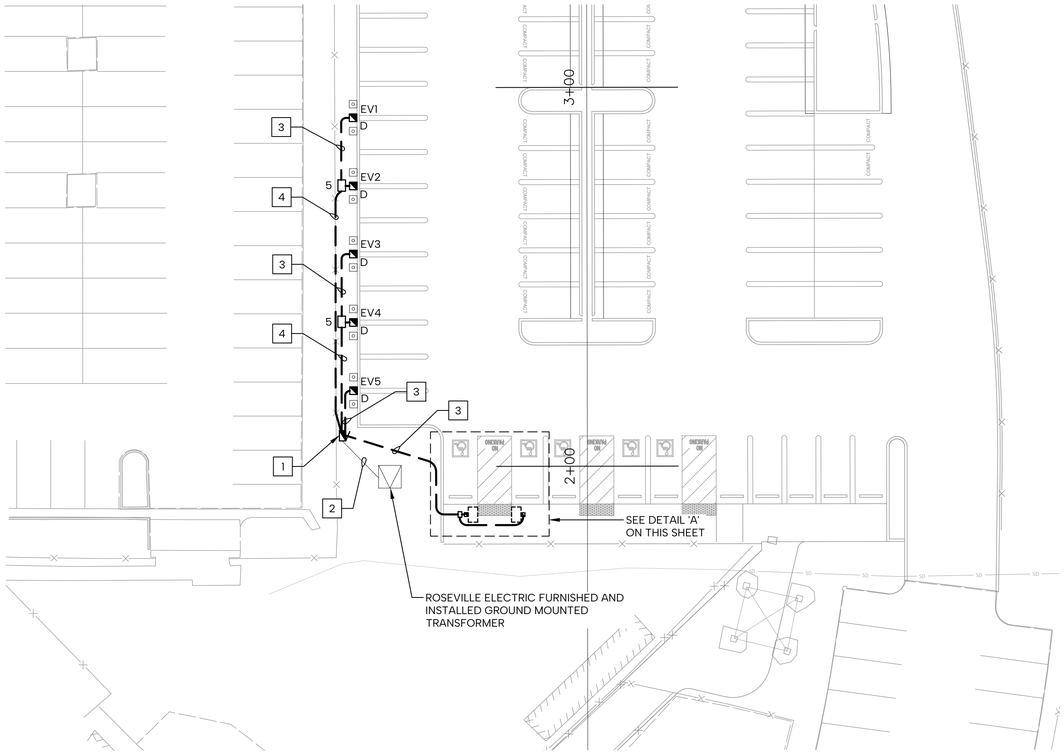
27 OF 29

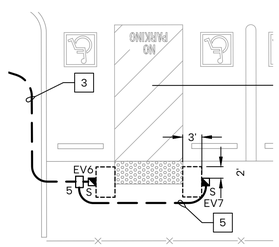
PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL 750A 120/240 V SINGLE PHASE METERED SERVICE EQUIPMENT ENCLOSURE. SEE SERVICE ENCLOSURE AND WIRING DIAGRAM ON SHEET E-4.
2. 4"C (SERVICE CONNECTION SHALL BE COORDINATED WITH ROSEVILLE ELECTRIC).
3. 2-1/2"C, 4#4 CU, 1#10 CU (GROUND)
4. 2-1/2"C, 8#4 CU, 1#10 CU (GROUND)
5. 2-1/2"C, 2#4 CU, 1#10 CU (GROUND)

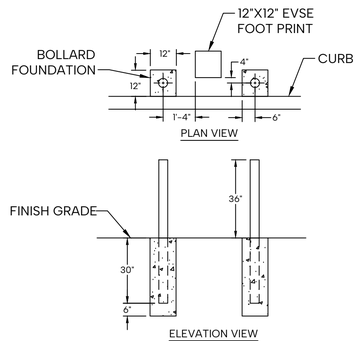
LEGEND (THIS SHEET ONLY):

- FURNISH AND INSTALL ELECTRIC VEHICLE CHARGING STATION (EVSE)
- D,S D=DUAL (24 kW) S=SINGLE (12 kW)
- PROTECTIVE BOLLARD (SEE DETAIL "B" ON THIS SHEET)





DETAIL 'A'
1"=10'-0"



DETAIL "B"
EVSE PROTECTIVE BOLLARD
NO SCALE

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72 HOURS BEFORE YOU DIG

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E-3

NO.	REVISIONS	BY	DATE

BENCH MARK

ELEVATION NAVD88 164.49' **DATUM** CITY
DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D. I. WEST SIDE OF WASHINGTON BLVD, APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

DESIGN BY:	EM
DRAWN BY:	EM
CHECKED BY:	KC
SCALE:	1" = 20'
DATE:	5/22/2026
PROJECT NO:	R25-4429.00

BY:

PLANS APPROVAL DATE

95% SUBMITTAL

Fehr & Peers
1013 Galleria Blvd Suite 255 Roseville, CA 95678 (916) 773-1900

CITY OF ROSEVILLE
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ROSEVILLE, CA 95678
(916) 774-5331

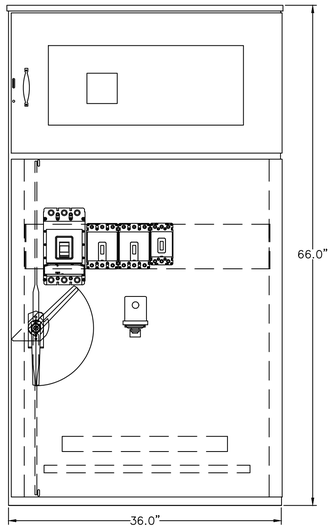
CITY OF ROSEVILLE CALIFORNIA

HISTORIC OLD ROSEVILLE PARKING LOT LIGHTING PROJECT

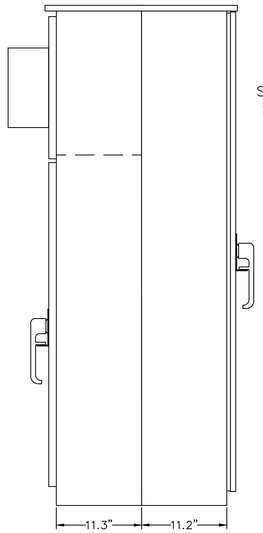
EV CHARGING

28 OF 29

SECTION 2

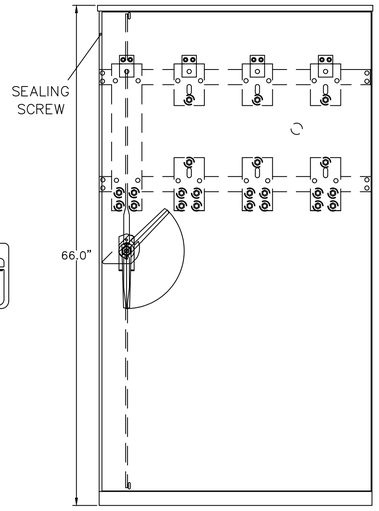


FRONT VIEW

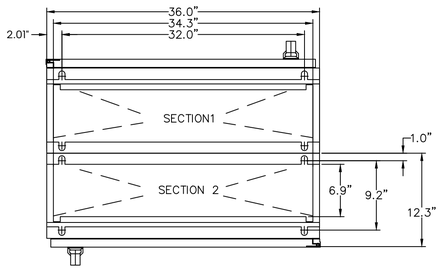


RIGHT SIDE VIEW

SECTION 1



BACK VIEW



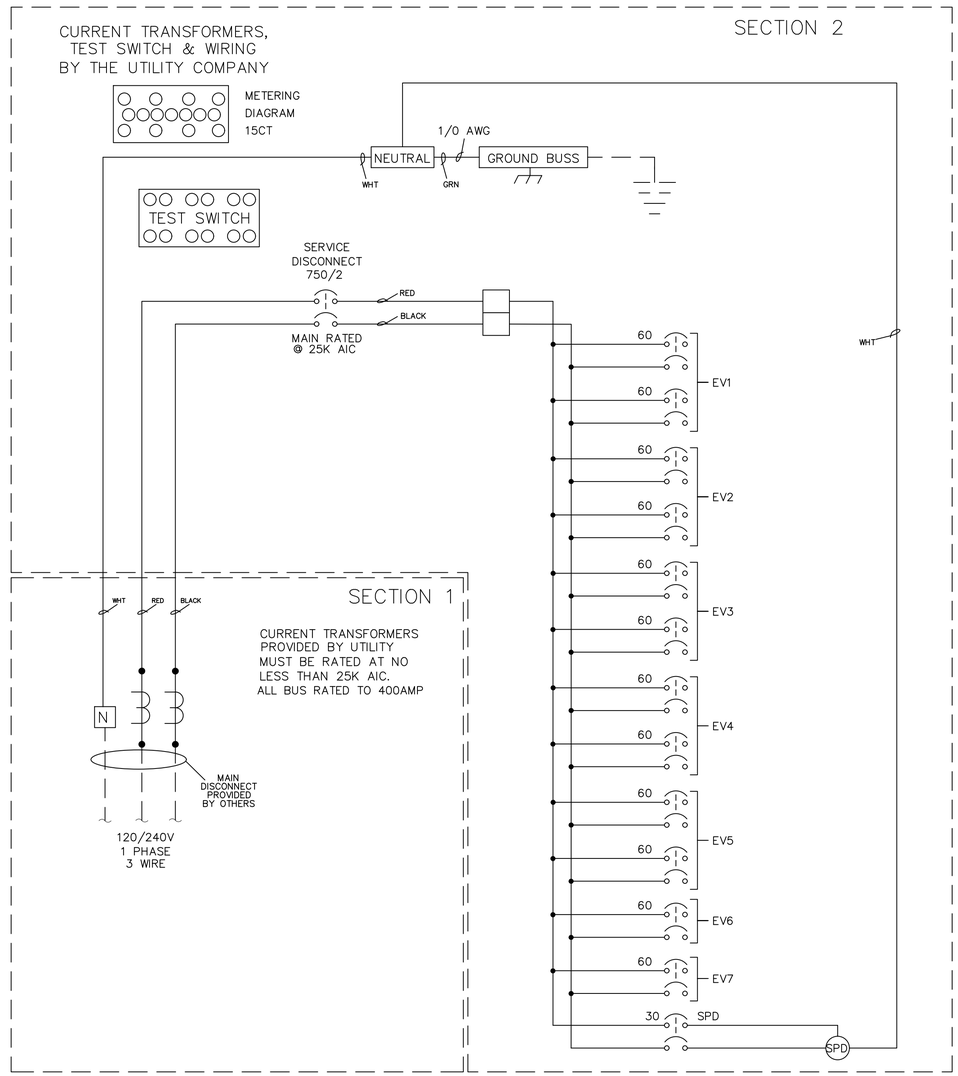
PANEL BASE PLAN

SECTION 1 - COMBINATION UNDERGROUND SERVICE TERMINATION & BUSSED CT CABINET

SECTION 2 - METER / TEST SWITCH / MAIN / DISTRIBUTION

ENCLOSURE CONSTRUCTION NOTES

1. EXTERIOR, 1/8" ALUMINUM, AND INTERIOR 14 GA COLD ROLLED STEEL ELECTRICALLY WELDED AND REINFORCED WHERE REQUIRED.
2. CONSTRUCTION WILL BE TYPE 3R, RAINTIGHT.
3. ALL NUTS, BOLTS AND SCREWS WILL BE STAINLESS STEEL.
4. NUTS, BOLTS & SCREWS WILL NOT BE VISIBLE FROM OUTSIDE OF ENCLOSURE.
5. NAMEPLATES WILL BE PROVIDED AS REQUIRED.
6. CONTROL WIRING WILL BE MARKED AT BOTH ENDS BY PERMANENT WIRE MARKERS.
7. A PLASTIC COVERED WIRING DIAGRAM WILL BE ATTACHED TO THE INSIDE OF THE FRONT DOOR.
8. ENCLOSURE WILL BE FACTORY WIRED AND CONFORM TO REQUIRED NEMA AND UL 508A STANDARDS.
9. ENCLOSURE RATED AT 25K AIC WITH EXCEPTION OF METER SOCKET AND SUPPORT HARDWARE.
10. ANODIZE AFTER FABRICATION.



ALL BREAKERS RATED AT 25KAIC MINIMUM

NOTE: LOAD CURRENT FOR ALL BREAKERS NOT TO EXCEED 80% OF BREAKER AMPERAGE

SERVICE EQUIPMENT WIRING DIAGRAM

Underground Service Alert
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E-4

NO.	REVISIONS	BY	DATE

BENCH MARK

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DESCRIPTION CITY OF ROSEVILLE BENCHMARK 9 3 1/4" BRASS DISK STAMPED 2018 PLS 8278, TOP OF CURB AT D. I. WEST SIDE OF WASHINGTON BLVD. APPROX. 80' SOUTH OF ALL AMERICAN CITY BLVD.

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CITY OF ROSEVILLE CALIFORNIA

HISTORIC OLD ROSEVILLE PARKING LOT LIGHTING PROJECT
EV CHARGING SERVICE ENCLOSURE AND WIRING DIAGRAM

29 OF 29



Streets & Bridges Project Manual

Name of project:

Historic Old Town Parking Lot Improvement Project

Department:

Public Works—Engineering

CITY OF ROSEVILLE CALIFORNIA

TABLE OF CONTENTS

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Notice to Contractors	NTC
Instructions to Bidders	INT
Proposal	PROP
Insurance Broker Information Packet	INS
Standard Construction Specifications	SCS
Assembly Bill No. 626	AB 626
Special Provisions (if applicable)	SP
Construction Details	CD

NOTICE TO CONTRACTORS

CITY OF ROSEVILLE

DEPARTMENT OF PUBLIC WORKS

Name of Project: HISTORIC OLD TOWN PARKING LOT IMPROVEMENT PROJECT

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposal will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until **Tuesday, August 18th, 2026 at 3:00 p.m.** Late proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on **Tuesday, August 18th, 2026** at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: **HISTORIC OLD TOWN PARKING LOT IMPROVEMENT PROJECT.**

A pre-bid meeting will be held at **NOT APPLICABLE.**

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at https://www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name

and address of the Bidder, and marked in capital letters on the front and back of the envelope as follows:

HISTORIC OLD TOWN PARKING LOT IMPROVEMENT PROJECT

(Name of Bidder)

(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the

public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The City has determined that the Contractor shall possess a valid **CLASS A, GENERAL ENGINEERING CONTRACTOR'S LICENSE** at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 "Legal Relations and Responsibility" of the Standard Construction Specifications.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Vehicles with a GVWR greater than 8,500 lbs. and light – duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean

Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets. In addition, certain off-road diesel vehicles may be subject to the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation. For more information, please visit the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation webpage at https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation.

All questions prior to the deadline for bid submissions shall be directed to the attention of **BRIAN GULEWICH** via **PUBLIC PURCHASE** at **5:00 p.m.** The deadline for submissions of questions and clarifications regarding the Contract Documents is **SEVEN (7)** calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

_____
City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

1-1.01 **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in Standard Construction Specifications Section 1.

1-1.02 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03 **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

SECTION 2: BID REQUIREMENTS

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked "PROP" plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of

Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02 **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself, and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05 **CALIFORNIA AIR RESOURCES BOARD REGULATIONS.** Contractor shall comply with any applicable regulations of the California Air Resources Board ("CARB") set forth below.

A. In-Use Off-Road Diesel-Fueled Fleets. If Contractor will use vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. for the project, it shall submit a valid Certificate of Reported Compliance to the City as provided in § 2449(n).

B. Advanced Clean Fleets. Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City either a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6, or a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

2-1.06 **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed "Noncollusion Declaration" in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.07 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.08 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.09 **SCHEDULE OF BID PRICES.** Bidders are directed to submit firm unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern. The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the Standard Construction Specifications, Supplemental

Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term "unbalanced bid" is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work under a bid item will be performed during the course of the Project or that the Work will be performed at the quantities included in the Schedule of Bid Prices. As provided in the Standard Construction Specifications, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.10 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.11 **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.12 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.13 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

SECTION 3: EVALUATION OF BIDS

3-1.01 **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals $1,000,000, but the Bidder has written $1,250,000 as the Grand Total Bid Price, the City will consider $1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

3-1.02 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

3-1.03 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

4-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the Standard Construction Specifications, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the Standard Construction Specifications. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance

certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to

Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

5-1.01 **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

PROPOSAL

PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Standard Specifications, Standard Construction Specifications, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled _____ _____, City of Roseville, California. This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers _____. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item ("unit") price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment,

delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance with the Contract Documents.

Accompanying this Proposal is _____.

(Notice: Insert the words "Cash $_____," "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: _____

_____

_____

_____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

_____

_____

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By_____	By_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

_____	_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is

authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB-CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

_____

_____
(Signature of Bidder)

_____

_____
Business Address

_____
Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____

a, _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Roseville in the penal sum of _____ dollars ($_____), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Roseville, acting by and through the Public Works Director, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of the City of Roseville, as aforesaid, for certain construction specifically described as follows, for which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street, Roseville, California, on _____, 20__ FOR

_____

(Copy here the exact title of work as it appears on the Proposal.)

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20___.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

_____

_____
Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

Project _____

Contractor _____

SCHEDULE OF BID ITEMS

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

_____
(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No_____

If the answer is yes, explain the circumstances in the following space.

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an "as is" basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

Print Name	Signature
Name of Business/Company/Corporation	Date
Address	Phone

END OF PROPOSAL

AGREEMENT

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and _____, a _____, ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the _____day of _____, 20_____, approved plans and specifications for the _____ _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the _____ day of _____, 20_____; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the _____ day of _____, 20_____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

_____

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR _____

_____ dollars ($_____) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of **$3,000** per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within _____ Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE	CONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____day of _____, 20_____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

_____
_____

BY: _____
its: _____

and

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

INSURANCE BROKER INFORMATION PACKET

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

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NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as _____. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled "Insurance Requirements." Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to Special Provisions for modifications of the Standard Construction Specifications, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: $_____.

Bonds must be sent to the following staff person:

_____

_____

_____

Insurance documents must be provided by email to roseville@ebix.com. When sending the documents via email, please refer to the project name so that the documents can be matched with the Contract for which they are submitted. Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the Standard Construction Specifications:

7-1.06 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and

limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the

Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not ____ Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract.

Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage

for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the ____ day of _____, 20___.

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: ____ _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:	SURETY:
BY:_____	BY:_____
PRINT NAME: _____	**PRINT NAME:** ____ _____
PRINT TITLE: _____	**PRINT TITLE:**_____
AND	MAILING ADDRESS:
BY: _____	_____
PRINT NAME: _____	_____
PRINT TITLE:_____	_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

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ADOPTION OF STATE SPECIFICATIONS

1. The State of California Department of Transportation ("Caltrans") Standard Specifications dated 2015, are hereby adopted as the Standard Specifications of the City of Roseville except insofar as they may be modified by these Standard Construction Specifications.

2. Except for Division 1, Section 2, numbering in these Standard Construction Specifications conforms to that in the Caltrans Standard Specifications. The existence of a section in these Standard Construction Specifications means that the corresponding section of the Standard Specifications is modified in some respect. Unless otherwise specified, the modified Standard Specification provisions are deleted entirely, and the provisions of these Standard Construction Specifications are substituted.

DIVISION 1. GENERAL PROVISIONS

SECTION 1. GENERAL

ACCEPTANCE. Shall mean the formal Acceptance by resolution of the Roseville City Council of an entire Contract which has been completed in all respects in accordance with the Plans and specifications and any modifications thereof previously approved, causing a notice of completion to be filed with the County Recorder.

ATTORNEY GENERAL. The City Attorney of the City of Roseville.

CITY ATTORNEY. The City Attorney of the City of Roseville.

CITY CLERK. Shall mean the City Clerk of the City of Roseville.

DEPARTMENT. Shall mean the Department of Public Works of the City of Roseville, also referred to as the Department of Contract Administration. References made to the Department of Transportation otherwise shall mean the State of California Department of Transportation.

DIRECTOR. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ENGINEER. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ESTIMATED COST. The estimate prepared by the Public Works Director of quantities of work to be performed.

LIQUIDATED DAMAGE. The amount to be deducted from payments due or to become due to the Contractor for delay, as set forth in the Special Provisions.

PLANS. The official Project Plans, Standard Plans, Improvement Plans, Construction Standards, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Director which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Plans whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

a. Standard Plans - The Standard Plans of the Department of Transportation of the State of California.

b. Project Plans - The Project Plans are specific details and dimension peculiar to the Work and supplemented by the Standard Plans, insofar as the same may apply.

c. Construction Standards - The City of Roseville Design and Construction Standards.

STATE. Reference to the State or State of California shall mean City or City of Roseville unless the reference is to a law or regulation of the State, and reference to Sacramento shall mean Roseville unless otherwise noted.

SECTION 2. BIDDING

SECTION 2 SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed shall be submitted as its bid. Bids not presented on forms so furnished will be disregarded.

The proposal form is bound in a book together with the Notice to Contractors, special provisions, and Contract. The proposal shall set forth for each item of work, in clearly legible figures and words, an item price and a total for the item in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as required therein.

All items shown on the schedule of bid items shall be properly filled in and shall include all costs of labor, materials, equipment, and State, Federal, or other taxes applicable to the transaction. The completed forms shall be without inter-lineations, erasures or alterations of any nature. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the name and post office address of each member of the

firm or partnership must be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer of said corporation. If the proposal is signed by an agent, a "Power of Attorney" must be filed with the proposal.

The proposal shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the time and date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Proposal forms shall be obtained from the Director of Public Works, City of Roseville, California. Proposal forms are not transferable.

2-1.02 **REJECTION OF PROPOSALS AND DISQUALIFICATION OF BIDDERS.** Proposals may be rejected if they show any alterations of the forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one (1) proposal for the work contemplated, will cause the rejection of all proposals in which the Bidder is interested. The City reserves the right to reject any and all proposals.

2-1.03 **PROPOSAL GUARANTY.** All bids shall be presented under sealed cover and accompanied by one (1) of the following forms of Bidder's security.

a. Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City.

b. The security shall be in an amount equal to at least ten percent (10%) of the bid amount. A bid will not be considered unless one (1) of the forms of Bidder's security is enclosed with it.

c. A Bidder's bond will not be accepted unless it conforms to a bond form approved by the City Attorney. Upon request "Bidder's Bond" forms may be obtained from the Department.

2-1.04 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the Director. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and City is under no obligation to return the bids.

2-1.05 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a

basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

2-1.06 **PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

2-1.07 **COMPETENCY OF BIDDERS.** If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with the Bid on a form approved by the City Attorney, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City Attorney prior to the time for awarding bids on the specific project for which it is submitted, a joint bid submitted by said Bidders will be disregarded. No bid will be accepted from or a Contract awarded to any Bidder to whom a proposal form has not been issued pursuant to Section 2-1.06.

2-1.08 **GUARANTY AND WARRANTY.** The Contractor shall guarantee and warrant all materials supplied as being fit for the purpose intended. The Contractor shall guarantee and warrant all work performed as having been accomplished in a proper and workman-like manner. The guarantee and warranty required by this section shall continue for a period of one (1) year after Acceptance of the Work.

Should any failure of the work occur within a period of one (1) year, after Acceptance of the project by the City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) calendar days after being given written notice of such failure; provided, however, that in case of emergency where in the opinion of the Engineer, providing a reasonable attempt has been made to notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work the faithful performance bond may be reduced at the discretion of the City Council to not less than ten percent (10%) of the Contract price to cover said guarantee.

Additional guarantees or warranties may be required by the Special Provisions.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.04 **CONTRACT AWARD.** The right is reserved to reject any and all proposals. The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) calendar days after the public opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the Roseville City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) calendar days after the public opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred and four (104) calendar days after public opening of the proposals. The above time periods within

which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

All bids will be compared on the basis of the Director's estimate of the quantities of work to be done.

3-1.05 **CONTRACT BONDS.** The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be in a form approved by the City Attorney and shall be secured by a surety company satisfactory to the City Attorney. If the Contract price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

3-1.18 **CONTRACT EXECUTION.** The Contract, in form and contents satisfactory to the City, shall be executed by the successful Bidder and returned, together with the Contract bonds and certificates of insurance within fifteen (15) calendar days after written notice that the Contract has been awarded, or as otherwise directed, in writing, by the City. No proposal shall be considered binding upon the City until the execution of the Contract by the City.

3-1.20 **FAILURE TO EXECUTE CONTRACT.** Section 3-1.20, "Failure to Execute Contract" is added as follows:

"Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds

and insurance as provided herein within fifteen (15) calendar days, or within a different timeframe specified by City in writing, after such Bidder has received notice that the Contract has been awarded to him or her, shall be just cause for the annulment of the award and the forfeiture of the Bidder's security to the City as Liquidated Damages. The successful Bidder may file with the Roseville City Council a written notice, signed by the Bidder or his or her authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him or her. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds and insurance within the time prescribed by Section 3-1.18."

SECTION 4. SCOPE OF WORK

There are no amendments to the Standard Specifications.

SECTION 5. CONTROL OF WORK

5-1.02 **CONTRACT COMPONENTS.** These Standard Construction Specifications, the Standard Specifications, the Standard Plans, the Improvement Plans, Construction Standards, Project Plans, project Special Provisions (and any addenda), the Agreement, Contract Change Orders, and all supplementary documents are all essential parts of the Contract between Contractor and the City. A requirement occurring in one (1) is as binding

as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

In resolving inconsistencies among two (2) or more sections of the Contract Documents, precedence shall be given in the following order:

A. Special Provisions

B. City of Roseville Standard Construction Specifications

C. City of Roseville Design and Construction Standards

D. State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans

E. Drawings

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the Plans, the Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the Plans, reference shall be made to the Director, whose decision thereon shall be final.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-1.20B(5) **CITY OF ROSEVILLE ENCROACHMENT PERMITS.** Section 5-1.20B(5), "City of Roseville Encroachment Permits" is added as follows:

"The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by

the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director."

5-1.20B(6) **CITY OF ROSEVILLE BUSINESS LICENSE.** Section 5-1.20B(6), "City of Roseville Business License" is added as follows:

"The Contractor shall obtain a business license from the City prior to commencing work."

5-1.20B(7) **OTHER PERMITS.** Section 5-1.20B(7), "Other Permits" is added as follows:

"The Contractor in coordination with the Director shall procure any necessary permits which the City has not specifically mentioned as obtaining."

5-1.31 **JOB SITE APPEARANCE.** The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

5-1.38 **MAINTENANCE AND PROTECTION RELIEF.** Section 5-1.38 is deleted.

5-1.43 **POTENTIAL CLAIMS AND DISPUTE RESOLUTION.** Section 5-1.43 is deleted in its entirety and replaced with the following:

5-1.43A **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to payment for any additional compensation for any act or failure to act by the City, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the City due written Notice of Potential Claim as hereinafter specified.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within three (3) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit a complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) calendar days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for

additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities

affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these Standard Construction Specifications, including but not limited to Section 5-1.43B.

It is the intention of this Section 5-1.43A that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he or she shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

5-1.43B **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) calendar days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) calendar days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claims that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claims shall be processed and made within sixty (60) calendar days after the public entity issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a

qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall be responsible for the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 9-1.22.

5-1.46 **FINAL INSPECTION AND CONTRACT ACCEPTANCE.** When the Director has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the Plans and specifications, the Director will recommend that the Roseville City Council formally accept the work, and immediately upon and after such Acceptance by the City, the Contractor will be responsible for the work done for a period of one (1) year.

SECTION 6. CONTROL OF MATERIALS

6-1.03 **LOCAL MATERIALS.** Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the Contract, they will drain and will blend in with the surrounding terrain.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02K(2) **WAGES.** The provisions of paragraphs 1and 2 of Section 7-1.02K(2) of the Standard Specifications are amended to read as follows:

"Pursuant to the provisions of California Labor Code Section 1773, the City has identified the source, stated below, of the general prevailing rate of wages applicable to the

work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and are incorporated herein as part of the Contract.

Pursuant to California Labor Code Section 1773.2, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work."

7-1.02K(6)(b) **EXCAVATION SAFETY.** For trenches or excavation five feet (5') or deeper, the Contractor shall obtain from the Division of Industrial Safety, a permit authorizing such construction.

7-1.02O **VEHICLE CODE.** Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Vehicle Code Divisions 11, 12, 13, 14, and 15. Attention is directed to the statement in Section 591 that this section shall not relieve the Contractor nor any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

7-1.03 **PUBLIC CONVENIENCE.** Section 7-1.03 of the Standard Specifications is amended in part as follows:

1. Delete paragraph 10 ("Install signs, lights, flares . . .") and substitute the following:

"In order to expedite the passage of public traffic through or around the work, the Contractor shall install signs, lights, flares, temporary railing (type K), barricades, and other facilities for the sole convenience and direction of public traffic as may be required. Also, as may be required, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, temporary railing (type K), barricades, flaggers, and other facilities shall be included in the lump sum paid for traffic control and no additional compensation will be allowed therefor.

In addition to the requirements previously specified for furnishing facilities and flaggers to expedite the safe passage of the public through or around the work, the Contractor shall at his or her expense furnish and erect within or adjacent to the work such warning, regulatory, or guide signs, markers, or devices as are necessary."

2. Add a paragraph at the end of the section to read as follows:

"In addition to the requirements hereinbefore specified for furnishing facilities and flaggers for expediting the passage of public traffic through or around the work, the Contractor shall furnish and erect, within or adjacent to the limits of the Contract, such warning, regulatory, and guide signs as may be required. The Contractor shall furnish, install and remove all such signs. Payment for furnishing, installing and removing all such signs shall be included in the lump sum price paid for traffic control and no additional compensation will be allowed therefor."

7-1.04 **PUBLIC SAFETY.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor

shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements

of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

In accordance with California Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred or more square feet (100') of asbestos must be “Certified” in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these Standard Construction Specifications is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection, as provided in the proposal as separate Bid Items.

7-1.05 **INDEMNIFICATION.** The City of Roseville and its officers, agents, employees, and volunteers, including but not limited to the Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or any things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or his or her subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville and its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person including, but not

limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute.

The duty of the Contractor to defend, indemnify, and save harmless includes, but is not limited to, the duties to defend as set forth in Civil Code Section 2778. The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Roseville, its officers, agents, employees, and volunteers from any and all claims, suits, or actions as set forth above regardless of existence or degree of fault or negligence, on the part of the City, the Contractor, the subcontractor or employee of any of these; except the duty does not apply where the injury or damage is due to the sole or active negligence or willful misconduct of the City.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) calendar days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior

to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.16F, "Retentions," of the Standard Construction Specifications.

C. If the City had retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

7-1.06 **INSURANCE COVERAGE.** Section 7-1.06 Insurance in the Standard Specifications shall be deleted in its entirety and replaced with the following:

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the

City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers'

Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance (If Required by Risk Management):** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The

maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and

obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

SECTION 8. PROSECUTION AND PROGRESS

8-1.04 **START OF JOB SITE ACTIVITIES.** The Contractor shall begin work by the date specified in the "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is begun. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance of a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor's own risk and as a volunteer.

SECTION 9. PAYMENT

9-1.11C **PAYMENT INCLUSIONS.** The following is added to Section 9-1.11C Payment Inclusions:

"No additional compensation will be made to the Contractor for claims of increased overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order. No compensation for extended performance will be granted unless the delay exceeds more than half of the float time available at the time of the delay."

9-1.16E(4) **STOP NOTICE WITHHOLDS.** The City may, at its option and at any time, retain out of amounts due the Contractor, sums sufficient to cover claims (including costs and attorneys' fees), filed pursuant to California Civil Code Section 9350 et seq.

9-1.16F **RETENTIONS.** The Department shall retain five percent (5%) of the Contract price as part security for the fulfillment of the Contract by the Contractor.

9-1.16G **PAYMENT OF WITHHELD FUNDS.** Section 9-1.16G, "Payment of Withheld Funds" is added as follows:

"Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to without any retention. If the Contractor so elects, a deposit with the City of securities with a value equivalent to the retention that would otherwise be withheld by the City shall be made. Said security shall be as provided in California Public Contract Code Section 22300, and shall be approved by the City both as to sufficiency and form. In the alternative, the Contractor may elect to deposit such securities in an escrow account and enter into a standard form Escrow

Agreement for Security Deposits in Lieu of Retention. Blank Agreements are available from the Public Works Director and the City Attorney's Office."

9-1.17 **PAYMENT AFTER CONTRACT ACCEPTANCE.** "Final Payment" shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Roseville shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty five (35) calendar days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Placer.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment (including the final payment) or certificate shall be construed to be an Acceptance of any defective work or improper materials. Final payment shall not release the Contractor from one (1) year guarantee of the work as provided in Section 7-1.17, "Acceptance of Contract" and Section 2-1.12 "Guarantee and Warranty" of these Specifications.

SECTION 14. ENVIRONMENTAL STEWARDSHITP

14-8.02 **NOISE CONTROL.** The provisions of Section 14-8.02 of the Standard Specifications are amended by adding the following:

"The Contractor shall additionally conform to the provisions of Roseville Municipal Code Chapter 9.24 where such provisions are more restrictive than these specifications."

14-9.01 **AIR QUALITY GENERAL.** The provisions of Section 14-9.01, "Air Quality General" of the Standard Specifications are amended by adding the following:

"Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from the Placer County Air Pollution Control District and City of Roseville Fire Marshall. A copy of the permits shall be filed with the Director

before beginning any burning. All such burning shall be conducted in strict conformance with the provision stipulated in said permits and at such times and in such manner as to prevent fire from spreading to areas adjoining the right-of-way."

14-11.02A **ASBESTOS REMOVAL AND DISPOSAL.** Section 14-11.02A, "Asbestos Removal and Disposal" is added as follows:

"The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease work and notify the City."

END OF STANDARD SPECIFICATIONS

ASSEMBLY BILL NO. 626

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of $375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) ”Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) ”Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.
The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.
If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SPECIAL PROVISIONS

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STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	**Abbreviations (Sheet 1 of 3)**
A3B	**Abbreviations (Sheet 2 of 3)**
A3C	**Abbreviations (Sheet 3 of 3)**
A10A	**Legend - Lines and Symbols (Sheet 1 of 5)**
A10B	**Legend - Lines and Symbols (Sheet 2 of 5)**
A10C	**Legend - Lines and Symbols (Sheet 3 of 5)**
A10D	**Legend - Lines and Symbols (Sheet 4 of 5)**
A10E	**Legend - Lines and Symbols (Sheet 5 of 5)**
A10F	**Legend - Soil (Sheet 1 of 2)**
A10G	**Legend - Soil (Sheet 2 of 2)**
A10H	**Legend - Rock**

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	**Pavement Markers and Traffic Lines - Typical Details**
A20B	**Pavement Markers and Traffic Lines - Typical Details**
A20C	**Pavement Markers and Traffic Lines - Typical Details**
A20D	**Pavement Markers and Traffic Lines - Typical Details**
A24A	**Pavement Markings - Arrows**
A24B	**Pavement Markings - Arrows and Symbols**
A24C	**Pavement Markings - Symbols and Numerals**
A24D	**Pavement Markings - Words**
A24E	**Pavement Markings - Words, Limit and Yield Lines**
A24F	**Pavement Markings - Crosswalks**
RSP A24H	**Pavement Marking Arrows**

EXCAVATION AND BACKFILL

A62A	**Excavation and Backfill - Miscellaneous Details**
A62B	**Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall**
A62D	**Excavation and Backfill - Concrete Pipe Culverts**

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73C	**Delineators, Channelizers and Barricades**

CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING

RSP A88A	**Curb Ramp Details**
RSP A88B	**Curb Ramp and Island Passageway Details**
RSP D72B	**CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6**
RSP D72C	**CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6**
RSP D72F	**CIP Drainage Inlets Notes**
RSP D72G	**CIP Drainage Inlets Tables**
RSP D73B	**Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6**
RSP D73F	**Precast Drainage Inlets Notes**
D77A	**Grate Details No. 1**
D77B	**Grate Details No. 2**

TEMPORARY WATER POLLUTION CONTROL

T51	**Temporary Water Pollution Control Details (Temporary Silt Fence)**

T56	**Temporary Water Pollution Control Details (Temporary Fiber Roll)**
T58	**Temporary Water Pollution Control Details (Temporary Construction Entrance)**
T59	**Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)**
T61	**Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)**
T62	**Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)**
T63	**Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)**

ROADSIDE SIGNS

RS1	**Roadside Signs - Typical Installation Details No. 1**
RS2	**Roadside Signs - Wood Post - Typical Installation Details No. 2**
RS4	**Roadside Signs - Typical Installation Details No. 4**

SPECIAL PROVISIONS
FOR
ROSEVILLE SURFACE PARKING LOT PROJECT

SCOPE

The work described in these Special Provisions must be done in conformance with the latest editions of the City of Roseville Design and Construction Standards, and 2015 State Standard Specifications and Plans, unless otherwise noted in these Special Provisions or Plans, except insofar as they may be modified by these Special Provisions.

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
510096A	DRAIN INLET (TYPE F)	51
	DECORATIVE STEEL FENCE	80
	DECORATIVE STEEL GATE	80

Add to section 1-1.07B:

Administrator: The Public Works Director, as created by law, also the City

Agency: Department of Public Works, City of Roseville

Bidder: Prime Contractor

Bid book: Bid Proposal

City: City of Roseville

City Council: City Council of the City of Roseville, a Charter City in the State of California

Contract Documents: Plans, Notice to Bidder and Special Provisions, and Bid Book and Contract

Department: Department of Public Works, City of Roseville

Department of Transportation: State of California Agency

Department of Industrial Relations: State of California Agency

District: The Public Works Department, City of Roseville

Division of Labor Standards Enforcement: State of California Agency

Laboratory: The laboratories authorized by the Engineer to test materials and work involved in the contract

Office Engineer: City of Roseville, Department of Public Works

Transportation Building: Department of Public Works, City of Roseville

Replace the following definitions in section 1-1.07B:

Director: Director of Public Works, City of Roseville

Engineer: The Director of Public Works/City Engineer, and agents or assistants duly authorized by the Director of the Public Works/City Engineer to act on their behalf

^^

2 BIDDING

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
	Geotechnical Report Dated: January, 2026

^^

4 SCOPE OF WORK

Replace section 4-1.03 with:

The project consists of the construction of the Roseville Surface Parking Lot Project consisting of the following improvements:

1. Constructing a parking lot
2. Alleyway aesthetic improvements

The work includes improvements including: clearing and grubbing, excavation, curb, gutter and sidewalk, grading, roadway and sidewalk construction, utilities including water, sewer, storm drain, electrical, striping, and other minor improvements.

^^

5 CONTROL OF WORK

Add to section 5-1.01:

For the award of the "Project", the City will provide inspection and Resident Engineer (RE) on an eight-hour (8) day and a forty-hour (40) week (Monday through Friday) basis only. You must reimburse the City at a rate of $175/hr for all inspection and $200/hr for RE time in excess of those hours listed above, including designated holidays and weekends. Requests for authorization to perform work outside the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, must be made in writing at least 48 hours in advance.

Attention is directed to Section 7-1.03 of these Special Provisions concerning project working hour restrictions.

Designated holidays are observed: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectively) must be a designated holiday. Refer to the latest editions of the City of Roseville Design and Construction Standards for the holidays and weekends.

Provide a competent person during normal working hours to assist the Engineer, when required, in checking lines and grades of the Contractor's layout and measuring quantities for payment purposes. Cooperate with the Engineer so that checking, and measuring may be accomplished with the least interference to your operations. No additional compensation will be made to you for fulfilling this requirement.

Replace section 5-1.05 with:

5-1.05 ORDER OF WORK

Contractor’s attention is directed to right-of-way and temporary construction easements shown on the project plans and attached hereto, that will need to be considered and requirements adhered to at or adjacent to each private property, when determining the means and methods for construction. Full compensation for all work associated with the requirements outlined are considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Prior to beginning work, the Contractor must install appropriate chain link fencing (with clean new scrim and without any signage) and enclosures around the Area of Work. It is the contractor’s sole responsibility to review and adhere to the requirements set forth in each temporary construction easement, included in Appendix D, for each private property listed below:

- UPRR

The Contractor must not occupy other City property, parking lots adjacent to the construction area, easements, or right-of-way, or allow others to occupy these, for construction of the project.

The Contractor must remove equipment, materials, and rubbish from the work areas and must leave the areas in a presentable condition at all times. The Contractor is to perform continuous work at each location and shall not leave any location unattended or incomplete for an extended period of time.

Attention is directed to "Water Pollution Control" of the State Standard Specifications regarding the submittal and approval of the Contractor prepared Stormwater Pollution Prevention Plan, prior to performing work having potential to cause water pollution.

The Contractor must also prepare a traffic control plan that conforms to Section 12, “Construction Area Traffic Control Devices” of the City of Roseville Construction Standards, the California MUTCD and as described within these Special Provisions prior to construction. The traffic control plan must be approved by the City of Roseville Public Works Traffic Section and follow the sequence reflected on the traffic handling plans.

The first order of work shall be to place the order for long lead time materials and equipment including electrical materials that will be furnished by the Contractor for this project. Submittals for long lead items shall be submitted within 10 working days of contract award by City Council, and orders placed within 1 working day of submittal(s) approval(s). Should the City have to supply the Contractor with material and/or equipment to do the work, the Contractor will be charged accordingly per agreed upon cost. Contractor is responsible for providing all materials and shall not rely on the City for any materials other than what is explicitly described and stated in the contract documents. The Contractor must furnish the Engineer with a statement from the equipment vendor(s) that the order for said equipment has been received and accepted by said vendor(s). Said statement must include an anticipated date of delivery of said equipment to the Contractor. Said statement must be furnished to the Engineer within 1 working day after order has been placed. Signal and lighting equipment must be completed by the end of the Contract. The Contractor must pay liquidated damages per the Special Provisions if the installation of signal and lighting cannot be completed within the above time frame.

Where improvements are immediately adjacent to property owners with landscaped or irrigated areas, Contractor must coordinate with the property owner to confirm the irrigation system is not in conflict with, or has been relocated outside, the project improvements, and is in good working condition. Any damage to the existing irrigation by the Contractor must be repaired by the Contractor at the Contractor's cost.

Contractor must protect all existing irrigation component/systems not identified on the plans. Existing irrigation components/systems shall be relocated to maintain irrigation of existing plantings adjacent to the work areas. Contractor shall schedule a test of the irrigation system prior to any modification with the presence of the Engineer, Parks representatives, and private property owner representatives, and shall get written buyoff from the associated representatives after relocation work has been completed. Failure to perform testing shall deem the contractor liable for all landscaping repair.

The Contractor must coordinate with the Parks Construction Inspector prior to disturbing the existing landscape and irrigation owned by the City. The Contractor must field verify the locations of existing irrigation systems prior to construction activities. All new components and landscaping must be per the latest version of the Parks Standards. No disruption of the existing irrigation watering system will be allowed during construction. All adjacent systems must maintain automatic programmed watering schedules throughout the construction. The Contractor is responsible for repairing or replacing and adjusting any portions of the existing irrigation systems impacted during construction of the improvements of this Contract. Existing sod and shrubs areas impacted by construction activities must be restored per the latest version of the Parks Standards. Time is of the essence on this contract, and the order of all other work must be such as to assure the completion of the project within the allotted working days as described herein while complying with the requirements set forth in the plans, specifications and contract document. Full compensation for conforming to these requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

The Contractor shall provide a sequence of work for the tie-in to the transmission water main and submit to the Engineer for review and approval.

Replace the paragraphs in section 5-1.26 with:

5-1.26A Summary

Section 5-1.26 includes specifications for furnishing and setting construction stakes and marks.

Conform to Chapter 12, Construction Surveys, of the Caltrans publication entitled, "Surveys Manuel," except as amended below.

5-1.26B Action Submittals

Before starting any survey work, submit for Engineer's approval the proposed procedures, methods, equipment, and typical stake markings to be used.

Upon completion of the construction staking and prior to acceptance of the contract, submit all computations, survey notes, and other data used to accomplish the work.

5-1.26C Materials

Stakes must be wooden hubs with sufficient length to assure solid embedment in the grounds. Use nails only when setting points on existing pavement.

5-1.26D Construction

You are responsible to provide all surveys at your cost to control the lines, elevations, and dimensions of the work in conformance with the plans. Any deviations from the lines, elevation, and dimensions shown on the plans must receive prior approval from the Engineer.

You are responsible for the accuracy of your own layout work and you are liable for the preservation of all established lines, grades, and layout points.

Furnish and set construction stakes and marks required for the completion of the work. Set stakes with the accuracy adequate to assure that the completed work conforms to the lines, grades, and sections shown on the plans. Remove construction stakes when no longer needed.

Set hubs using total stationing. Horizontal tolerances must be within the tolerances specified in the Caltrans Survey Manual.

Set grades stakes at even 50-foot stations and at vertical and horizontal transition points.

Only use a level to establish the elevation of all hubs and points used for setting grades. Submit the required cut-sheets to the Engineer prior to starting any work for approval.

Coordinate with the City for Vertical Control Benchmark. If you destroy any of the survey control points, replace the control points at your cost. Notify the Engineer before replacing the control points. The Engineer will verify you work.

Make all computations necessary to establish the exact position of the work from control points. Maintain neat, legible, and accurate records of all computations, survey notes, and other records necessary to accomplish the work. Submit such records prior to beginning the work that requires their use.

All delay and costs due to the correcting of survey points found to be out of tolerance will be your responsibility.

Stakes damaged or destroyed by the public or your operations will be replaced at your expense. Submit all survey records to the Engineer for the project records.

5-1.26E Payment

Full compensation for conforming to these requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Add between the 2nd and 3rd paragraphs of section 5-1.36D:

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Utility address	Location	Days
COMCAST		Comcast Box in the alley	30

Add section 5-1.36F:

The City of Roseville is a member of the Underground Service Alert (USA). The Contractor must notify USA at 1-800-642-2444 at least 72 hours in advance of beginning work on the project. The Contractor is cautioned that there may be underground and overhead facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer, and storm drain facilities. The Contractor must coordinate with the City of Roseville Environmental Utilities Department regarding work within 5-feet on either side of water transmission mains, including but not limited to, potholing, excavation, and utility adjustments.

Where possible conflicts may exist, the Contractor must verify the grade and location of existing underground utility prior to any work by careful hand digging.

It shall be the responsibility of the Contractor to protect existing roadway facilities (including but not limited to culverts, manholes, monuments, railings, signs, traffic signal detectors, and other roadway appurtenances). Facilities damaged due to the Contractor's operations shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.

In the event that a sign is knocked down or street maintenance type work is required in the City of Roseville, the Contractor shall immediately call Street Maintenance at (916) 774-5790 during business hours or (916) 847-1611 during non-business hours so a repair crew can be dispatched. If traffic signal detector facilities, signal or lighting facilities are cut or damaged during construction, Traffic Signal Maintenance shall be immediately contacted at (916) 774-5339 during business hours or at (800) 745-8894 during non-business hours. Traffic signal detector loops shall be replaced within 24 hours; Traffic signal wiring shall be repaired immediately. If loops are not replaced within 24 hours, temporary video detection shall be required to provide temporary detection, at the contractor's cost.

The surfaces of all roadway facilities within the limits of work (i.e. manhole covers, water valve covers, monument lids, etc.) shall be protected from micro-surfacing application. All material used to protect the facilities shall be removed and disposed of properly after the resurfacing work. After the resurfacing work, the surfaces of all roadway facilities shall have a clean surface.

^^

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.03:

The use of flaggers, barricades and construction signing shall comply with the current edition of the MUTCD and/or State of California Manual of Traffic Controls for "Construction and Maintenance Work Zones" or as required by the Engineer. All construction traffic control devices shall be in place and operational prior to beginning work or different phases throughout the contract.

Construction activities which are under City contract shall not be permitted at any time other than between the hours of 7:00 a.m. to 4:00 p.m. Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and holidays with approval with the City. Only work that does not require motorized vehicles or power equipment shall be allowed on state, federal and designated holidays and outside of the noted working hours. If work outside the times specified above becomes necessary, request authorization from the Engineer to perform work outside of these hours at least 48 hours in advance.

You shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. You shall provide and maintain all traffic control and safety items. You will provide flaggers as required and you will be responsible for the entire cost of flaggers. You will assumes the sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Unless otherwise approved by the Engineer, a minimum of three travel lanes in each direction, not less than 11’ wide, shall be maintained at all times on all roads within the construction limits. You shall submit a traffic control plan to the Engineer for acceptance, allow a minimum 7 days to review time for approval. The traffic control plan shall include the anticipated limits and time required for the closure. You cannot

begin any work until the Traffic Control Plan has been accepted by the City and the Contractor has notified adjacent businesses of the work and anticipated road closure and impacts. Contractor to provide a minimum of six (6) portable changeable message signs. Portable changeable message signs shall be used for prior notifications of road/parking area closures. PCMS's are to be placed a minimum 14 days in advance of start of construction, and are to be in place for entire duration of project.

The minimum traveled way described above shall be open for use by public traffic on Saturdays, Sundays, designated holidays, after 4:00 p.m. on Fridays and the day preceding designated holidays, and when construction operations are not actively in progress. Designated holidays are listed in Section 5-1.01 of these Special Provisions.

Whenever vehicles or equipment are parked within a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators; placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or a C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed in a location approved by the Engineer.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon your written request, if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

You shall notify local residents and businesses 72 hours prior to cutting off their access for periods in excess of 2 hours. Notice must be given in writing two days prior to cutting off access and verbally the evening prior to cutting of access. For businesses that only have one primary driveway for access, you will coordinate the work to always maintain access to their driveway or develop an alternative access point for them. You will need to get in writing an approval from the business to modify their driveway location and provide that to the Engineer 72 hours prior to modifying the driveway. If two driveways access a single business, one of those driveways shall always remain accessible. For locations where driveway reconstruction work is required, the driveway may be closed for a maximum of twenty-one (21) calendar days, no exceptions, and must be coordinated directly with each property owner or business.

Personal vehicles of your employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. No equipment will be allowed to be parked within any traffic lane or median after work hours.

You shall notify the Engineer of your intent to begin work at least 3 days before work begins. You shall cooperate with local authorities relative to handling traffic through the work area and shall make your own arrangements to keep the working area clear of parked vehicles.

Three days prior to implementing any City approved road or lane closures, you shall notify the Engineer. You shall notify the Engineer at a minimum of seventy-two (72) hours in advance of any revisions to the road or lane closure schedules.

Temporary lane closures will only be allowed during approved working hours. During the closures, the contractor shall maintain access to adjacent properties. No lane closures may begin without an approved traffic control plan. A copy of the accepted traffic control plan must be kept at the job site at all times.

- Working hours are subject to change during holiday traffic from the months of November and December. 8 PM, 9 PM, and 10 PM start times will shift one (1) hour, shortening the working hours.

The Contractor shall cooperate, keep current and notify the City of Roseville’s Public Information Officer, local police and fire department, ambulance services, and trash collectors of the proposed construction operations at least five (5) days before work is to begin. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make their own arrangements in keeping the working area clear of parked vehicles.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

^^

8 PROSECUTION AND PROGRESS

Replace paragraphs of section 8-1.04B with:

Time is of the essence on this contract. The “Notice to Proceed” will be issued within two weeks after the contract has been awarded to the Contractor. Contractor shall begin work no later than 15 calendar days after receiving the "Notice to Proceed" letter executed by the Director of Public Works or authorized staff representing the City of Roseville.

This work shall be diligently prosecuted to completion before the expiration of **90 Working Days** beginning on the fifteenth calendar day after receiving the "Notice to Proceed" letter.

All work, including all punch list items, shall be completed within 90 working days of the first working day.

A preconstruction meeting shall be held between you and the Engineer for the purpose of discussing the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. Your representative at this conference shall include all major superintendents for the work and may include major subcontractors and material suppliers.

The Contractor shall plan to phase construction of the project accordingly to comply with appropriately scheduling the utility and sign relocations and adjustments as outlined in plans and these Special Provisions.

You shall be responsible to coordinate utilities relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities shall be confirmed in writing by utility representatives and you prior to the preconstruction meeting or within five (5) working days after the preconstruction meeting.

Add to section 8-1.10A:

The City specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Contractor shall pay to the City of Roseville the sum of $5,200.00 per day, each and every calendar day’s delay in finishing the work (regardless of weather conditions) in excess of the number of working days to complete the entire project. Any payment made after the completion date shall not be construed as a waiver of liquidated damages.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

^^

9 PAYMENT

Add to section 9-1.02A:

Payment for all work bid at a price per unit of measurement will be based upon actual quantities of work as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the proposal.

The Contractor shall make no claim for anticipated profits, or loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done or materials furnished and the estimated amount.

Replace *Reserved* in section 9-1.12 with:

9-1.12 Cost Break Down

The Contractor shall furnish to the Engineer a cost break-down and schedule of values as specified in Section 9-1.16B for each contract lump sum item of work described in all applicable Sections as part of this Project. For lump sum items not specifically identified below, the contractor shall provide a schedule of values as directed by the engineer. No lump sum item work shall begin without an approved schedule of values.

Bid Item No. 1: Traffic Control System

The contract lump sum price paid for Traffic Control System shall include full compensation for performing the scope of work specified in the Section 12 “Temporary Traffic Control” of the Special Provisions section and the City’s TTC Guidelines, including all necessary designation of an individual dedicated traffic control coordinator, traffic control plan submittals, project signs, construction signs, implementation and maintenance of the approved traffic control plans for all work in construction zones throughout the duration of the project. This item shall include any flagging costs and arrow boards that the contractor utilizes under the traffic control plan. This item also includes performing pedestrian safety plan submittals, and implementation and maintenance of the approved pedestrian safety plans for all work in construction zones throughout the duration of the project. This item shall include any signage, barricades, cones, k-rail, surface-mounted channelizers, temporary ramps, and all other appurtenances required to implement pedestrian safety.

Payment for complying with the provisions for Temporary Traffic Control shall be paid by lump sum. Payments for the lump sum item shall be determined based on the percentage of the bid item work completed as determined by the Engineer at the time the progress payment is prepared.

Bid Item No. 2: Job Site Management

The contract lump sum price paid for “Job Site Management” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-stormwater management, and dewatering activities, including identifying, sampling, testing, handling, and disposing of hazardous waste resulting from your activities, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

Bid Item No. 3: Prepare Storm Water Pollution Prevention Plan

The contract lump sum price paid for Prepare Storm Water Pollution Prevention Plan shall include full compensation for providing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in performing the work specified in Section 13, "Water Pollution Control" of these Special Provisions, including developing and implementing the water pollution prevention plan, installing and maintaining BMPs, providing a water pollution control manager, conducting water pollution control training, and monitoring, inspecting, and correcting water pollution control practices and complying with the project storm water pollution prevention plan.

Bid Item No. 7: Water Pollution Control

The contract lump sum price paid for Water Pollution Control shall include full compensation for providing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in performing the work specified in Section 13, "Water Pollution Control" of these Special Provisions, including maintaining, removing and disposing construction site best management practices.

Bid Item No. 8: Clearing and Grubbing

The contract lump sum price paid for Clearing and Grubbing shall include full compensation for providing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in performing the work specified in Section 17, "Clearing and Grubbing" of the Standard Specifications, including consulting with Arborist, pruning prior to construction, and complying with City and County requirements relating to construction activities near oak trees.

Bid Item No. 86: Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site and as referenced in the State Standard Specifications.

Replace the 1st paragraph of section 9-1.16A with:

Submit all requests for progress payments using the forms included in Appendix A:

1. Form CC 1: Progress Payment Request - This form is to be completed and signed by you and attached as a cover sheet to each request for payment. This form will be mandatory on all contract payment requests.
2. Form CC2: Progress Payment Request (Detail) - This form may be used by you to provide the detail required to verify the payment quantities. (City will accept your form if it provides the required information.)
3. Form CC3: Quantity Changes Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the project, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract item of work.

Add to the end of section 9-1.16C:

The following items are eligible for partial progress payment even if they have not yet been incorporated into the work:

1. Bar Reinforcing
2. Water pipes and Appurtenances
3. Storm Drain Pipes and Appurtenances
4. Miscellaneous Metal

Add to section 9-1.17D(1):

Submit Form CC4: Final Release Form from Appendix A. This form must accompany all requests for final payment.

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DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to the end of section 10-1.02C(2):

You must protect all existing irrigation component/systems not identified on the plans. Existing irrigation components/systems shall be relocated to maintain irrigation of existing plantings adjacent to the work areas. Contractor shall schedule a test of the irrigation system prior to any modification with the presence of the Engineer, Parks representatives, and private property owner representatives, and shall get written buyoff from the associated representatives after relocation work has been completed. Failure to perform testing shall deem the contractor liable for all irrigation and landscaping repairs.

If you damage any City irrigation component or system you will replace in accordance with the latest City Standards at your cost.

If you damage any private irrigation component or system you will replace it to an equal or better condition at your cost.

Contractor is required to water existing landscaping by alternative means, when irrigation systems are turned off for work.

10-1.02C(Landscaping)

You must protect all existing landscaping, including trees, not identified on the plans to be removed.

If you damage any landscaping not identified to be removed, you will replace at your cost.

10-1.02F Potholing for Utilities

It is recognized by you and the City that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location of utilities, as shown on the drawings, represents the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

All existing utilities are to remain in service and operational during construction. All required relocation of existing facilities which interfere with the work shall be made by the owning agencies or as identified in these Special Provisions and plans.

Perform all operations necessary to excavate, expose, and verify the location of existing utility mains and laterals that may cross or be in conflict with the proposed facilities and at tie-in locations.

Notify Underground Service Alert (USA) at 1-800-642-2444 and all utility companies which have underground facilities within the limits of work 72 hours before beginning any excavation work.

Where a possible at-grade conflict with existing underground utilities appears on the plans, determine its location a minimum of 100 feet ahead of the work prior to trenching unless prior pothole information is shown. Grade and alignment changes must be made only if approved by the Engineer.

The horizontal and vertical locations shown for the existing underground utilities are approximate. It is your responsibility to locate all utility lines in the construction area prior to excavation. Any damage to existing utility, structure, or service, whether or not indicated on the plans must be repaired at your expense in a manner approved by the Engineer.

Submit a report for each pothole. The report must be typed and clearly drawn to show all necessary details, including:

1. Sketch showing the location, date, depth, conditions encountered, person in charge of potholing, and any other information requested by the Engineer
2. Utility and City Public Work person(s) notified

Do not proceed with excavation operations where underground utilities lie as shown on the plans or marked by USA until related potholing work has been completed to the satisfaction of the Engineer. Notify the Engineer of any potential conflicts with underground utilities.

Hand dig as necessary to protect existing utilities.

Notify the Engineer of conflicts in which there is less than two foot of separation between the existing and proposed utility.

Payment for potholing utilities is included in the payment for the various items of work involved.

Replace the paragraph in section 10-1.04 with:

10-1.04A General

Not Used

10-1.04B Preconstruction Conference

As requested by the Engineer the Contractor and representatives of sub-contractors may be requested to attend a preconstruction meeting. Agenda and preparation and distribution of the meeting minutes must be per the requirements set forth by the Engineer.

10-1.04C Progress Meetings

Schedule appropriately throughout progress of work at weekly intervals, or at intervals determined by the Engineer.

Make arrangements for attendance of appropriate participants, including Subcontractors.

Progress Meeting Agenda must be determined by the Engineer and may include:

1. Review minutes of previous meetings
2. Review of Work in progress
3. Field observations, problems, and decisions
4. Identification of problems which impede progress
5. Review: Submittal schedule; status of submittals; off-site fabrication; delivery schedules; and progress schedule
6. Corrective measures to regain projected schedules, if any
7. Planned progress during succeeding work period; Contractor to provide a three-week “look-ahead” schedule at each meeting; coordination of projected progress; effect of proposed changes on progress schedule and coordination
8. Maintenance of quality and work standards
9. Other business relating to Work

10-1.04D Safety Meetings

Run weekly meetings and require attendance of construction crew and Subcontractors. Record minutes and distribute copies within two calendar days after meeting to participants, the Engineer, and those affected by decisions made.

Replace the last paragraph in section 10-6 with:

Contractor is responsible to develop water supply. Full compensation for conforming to these requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor. If the contractor chooses to use City water, a hydrant permit from the Environmental Utilities Department must be obtained prior to use.

**^^^

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

For details on working hours, lane closures, and red flash restrictions listed in, see Section 7 above.

Replace *Reserved* in section 12-4.02C(3)(d):

The Contractor will be responsible for notifying residents and businesses of the proposed construction. Notifications shall be distributed to affected residents and businesses within a minimum 200 feet radius of the job limits, including residents and businesses located on streets adjacent to the construction.

Notifications to affected residents and businesses within the work areas shall consist of “door hanger” type formatted notifications. The notification shall state the street name, the working hours, and the anticipated begin and completion dates for each street. The City will provide a digital copy of “door hanger” for use by the Contractor.

The Contractor shall distribute the door hanger notifications a minimum of 5 working days in advance of any work. This shall be repeated for each duration of night work. Notifications shall be tucked neatly in doorjambs, handles, or partially under mats. Notifications shall not be glued, stapled, tacked, or otherwise attached to property. The Contractor shall take care to stay on designated walkways during delivery of notifications and be polite to citizens encountered.

When work requires the traffic signal be placed in red flash, the Contractor shall submit a Red Flash Request form at minimum 72 hours in advance of the date of work to the Resident Engineer and the City Traffic Engineering Team. Requests placed after 4:30pm shall be considered as placed 8:00am the following day. The Red Flash Request Form is included in the City of Roseville Construction Details. If no work is being performed within an intersection, the Contractor shall inform a City representative so the signal will be restored to normal operations. The intent is that the traffic signal is placed in Red Flash when lanes will be taken approaching and at the intersection and when work will occur within the limit lines.

At all intersections, the Contractor shall provide a minimum of 2 flaggers per intersection while the intersections are in red flash, or as determined by the Engineer.

The Contractor shall diligently progress with operations within signalized intersections and communicate with the Engineer for restoring signalized intersections to normal operations once the Contractor’s operations are complete within the limits of signalized intersections.

Replace Not Used in section 12-3.01D with:

Payment for furnishing and installing Temporary Barricades and Temporary Type K railing is included in the payment for Traffic Control System. Temporary Type K railing will be required as necessary for temporary traffic control setup.

Replace section 12-3.11D with:

Payment for furnishing and installing construction area signs is included in the payment for Traffic Control System.

Replace Not Used in section 12-3.23D with:

Temporary Type K railing will be required as necessary for temporary traffic control setup. Payment for furnishing and installing Temporary Type K railing is included in the payment for Traffic Control System.

Add to the end of section 12-3.32B:

The PCMS’ must be controlled either locally or remotely by a dedicated controller or computer.

Authorized users must be able to both locally and remotely override motorist information messages.

The general system functions of the PCMSs must be capable of:

1. Preventing any unauthorized users or systems from gaining access to the PCMSs through an industry authentication and encryption standard level of security.
2. Providing current operational status locally and remotely. Operational status must include current messages, communications system, and power status.
3. Delivering notifications either by telephone, voice, or text messages to alert support staff of trouble conditions.
4. Generating trouble alerts for conditions such as (1) low roadside equipment power or voltage, (2) system communications failure.
5. Measuring periodically and automatically the power levels of all equipment. Alert support staff, locally and remotely via a telephone message, in time to provide supplemental power before the system ceases to operate.
6. Displaying preprogrammed messages based on the time of day and day of week.

Add to the beginning of the RSS for section 12-3.32C:

Place PCMSs at the locations specified in these Special Provisions and as authorized by the Engineer.

Replace Not Used in section 12-3.32D with:

Payment for portable changeable message signs (PCMS) is included in the payment for Traffic Control System.

Replace Not Used in section 12-4.04D with:

Cost Break-Down

The Contractor shall furnish to the Engineer a cost break-down for Traffic Control System.

The Contractor shall determine the quantities required to complete the work shown on the plans. The quantities and values shall be included in the cost break-down submitted to the Engineer. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted.

No adjustment in compensation will be made in the contract lump sum prices paid for the traffic control items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

The sum of the amounts for the units of work listed in the cost break-down for traffic control shall be equal to the contract lump sum price bid for the work. Overhead, profit, and labor shall be included in each individual unit listed in the cost break-down.

The cost break-down shall be submitted to the Engineer within 15 days of the Notice to Proceed. The cost breakdown shall be approved, in writing, by the Engineer before any partial payment for the items of striping work will be made.

At the Engineer’s discretion the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the item or items of traffic control work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined at the Engineer’s discretion in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 4-1.03B, “Increased or Decreased Quantities,” of the Standard Specifications.

The cost break-down shall, as a minimum, include the following items:

ITEM	UNIT	MEASURE
Construction Area Signs	Type	Each
Channelizers	Type	Each

Full compensation for compliance with this section shall be considered included in the amount bid for Traffic Control System and no additional compensation shall be allowed.

^^

13 WATER POLLUTION CONTROL

Add to section 13-1.04:

Submit a Water Pollution Control Lump Sum Cost Break-Down which itemizes the contract lump sum for water pollution control work. Use the Water Pollution Control Lump Sum Cost Break-Down provided in this section as the basis for the cost break-down. Use the Water Pollution Control Lump Sum Cost Break-Down to identify items, quantities and values for water pollution control work, including Temporary Water Pollution Control Practices. You are responsible for the accuracy of the quantities and values used in the cost break-down submitted. Partial payment for the item of water pollution control will not be made until the Water Pollution Control Cost Break-Down is approved by the Engineer.

Line items indicated in the Water Pollution Control Lump Sum Cost Break-Down in this section with a specified Estimated Quantity must be considered "Project-Specific Minimum Requirements." Incorporate Project-Specific Minimum Requirements with Contractor-designated quantities and values into the Water Pollution Control Lump Sum Cost Break-Down.

Line items indicated in the Water Pollution Control Lump Sum Cost Break-Down in this section without a specified Estimated Quantity must be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the Manuals, or for other water pollution control work as identified in the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual. In the Water Pollution Control Cost Break-Down, list only those water pollution control practices selected for the project, including quantities and values required to complete the work for those items.

The sum of the amounts for the items of work listed in the Water Pollution Control Cost Break-Down must be equal to the contract lump sum price bid for water pollution control. Overhead and profit must be included in the individual items listed in the cost break-down.

WATER POLLUTION CONTROL LUMP SUM COST BREAK-DOWN

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
Soil Stabilization					
SS-1	Scheduling				
SS-2	Preservation of Property/Preservation of Existing Vegetation				
SS-3	Temporary Hydraulic Mulch (Bonded Stabilized Fiber Matrix)				
SS-6	Temporary Erosion Control (Straw Mulch with Stabilizing Emulsion)				
SS-7	Temporary Erosion Control Blanket (On Slope)				
SS-7	Temporary Erosion Control Blanket (In Swale or Ditch)				
SS-7	Temporary Cover (Geotextiles and Mats)				
SS-9	Earth Dikes/Drainage Swales & Lined Ditches				
SS-10	Outlet Protection/Velocity Dissipation Devices				
SS-12	Streambank Stabilization				
Sediment Control					
SC-1	Temporary Silt Fence				
SC-4	Temporary Check Dam				
SC-5	Fiber Rolls				
SC-7	Street Sweeping				
SC-10	Storm Drain Inlet Protection				
Tracking Control					
TC-1	Temporary Construction Entrance				
Wind Erosion Control					
WE-1	Wind Erosion Control				
TOTAL					

Adjustments in the items of work and quantities listed in the approved cost break-down must be made when required to address amendments to the SWPPP, except when the adjusted items are paid for as extra work.

No adjustment in compensation will be made to the contract lump sum price paid for water pollution control due to differences between the quantities shown in the approved cost break-down and the

quantities required to complete the work as shown on the approved SWPPP. No adjustment in compensation will be made for ordered changes to correct SWPPP work resulting from your own operations or from your negligence.

At the Engineer's discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the item or items of work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer's discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in section 9-1.06.

At your request and approved by the Engineer, changes to the water pollution control practices listed in the approved cost break-down, including addition of new water pollution control practices, will be allowed. Changes must be included in the approved amendment of the SWPPP. If the requested changes result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the water pollution control item. The net cost increase to the water pollution control item will be paid for as extra work as provided in section 4-1.05.

Payment for maintaining, removing and disposing construction site best management practices is included in the payment for water pollution control.

Add to section 13-3.01A:

This project's risk level is 2.

The contractor shall prepare the project Stormwater Pollution Prevention Plan (SWPPP).

Replace the 1st paragraph of section 13-3.01C(2)(a) with:

Within 15 days of contract approval, your Qualified SWPPP Developer (QSD) must complete and upload the Permit Registration Documents (PRD's) into the state-wide database of construction projects (referred to as the Storm Water Multi-Application Report Tracking System or SMARTS database). The PRD's include, but is not limited to, the Notice of Intent (NOI), a risk assessment, post-construction calculations, a site map, a SWPPP, a signed certificate and the first annual permit fee. Coordinate payment of the annual permit fee with the City.

A current QSD, for the State of California, must develop the SWPPP and submit the SWPPP and PRD's into SMARTS.

Before any construction operations can begin, the project must have a Waste Discharge Identification Number (WDID) issued by the State.

You are responsible for the implementation of the SWPPP during construction. You must have a current Qualified SWPPP Practitioner (QSP) implement the conditions of the SWPPP for the project

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a):

The following RWQCBs will review the authorized SWPPP:

1. Central Valley RWQCB Region 5

Replace the 6th paragraph of section 13-3.01C(2)(a) with:

If the Regional Water Quality Control Board requires time for review, allow 30 days for review.

Do not start job site activities until:

1. the SWPPP is approved by the Engineer
2. a waste discharge ID number (WDID) is issued
3. SWPPP review requirements have been fulfilled
4. Three (3) bound signed copies of the SWPPP has been delivered to the Engineer

Replace the paragraphs of section 13-5.04 with:

Not Used

Replace the paragraphs of section 13-6.04 with:

Not Used

Replace the paragraphs of section 13-7.03D with:

Not Used

**^^^

Add to section 14-11.01:

Prepare a site-specific Health and Safety Plan for the construction process, consistent with general industry standards and Occupational Safety and Health Administration (OSHA) requirements, which would address risks to construction personnel and public safety, such that the health and safety risks would be mitigated to an acceptable level.

Notify the Roseville Fire Department if evidence of soil or groundwater contamination is encountered.

^^

15 EXISTING FACILITIES

Add to section 15-1.03B:

Section 15-1.03B includes specifications for removing concrete curb, curb and gutter, sidewalk, curb ramp, and pedestrian ramps. Additionally, follow Section 73-10 for the removal of curbs and sidewalks.

Delete the 7th paragraph of section 15-1.03B

Add to the end of section 15-1.03C:

At least 2 business days before hauling the decorative fence to the salvaged material stockpile location, notify the Engineer and inform the Roseville Public Works at telephone no. (916) 746-1330.

The stockpile location is:

2080 Hilltop Circle
Roseville, CA 95747

Add to section 15-1.04 Payment:

Full compensation per square yard for Remove Concrete, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in removing concrete curb ramps, sidewalk, curb and gutter, curb, traffic islands, island paving as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Adjust Roseville Electric Box to Grade

This item includes the finish grade adjustment and encasement in Portland Cement Concrete of existing pull boxes. Such pull box adjustments shall be constructed in accordance with the plans, the Standard Specifications and these special provisions, and as directed by the Engineer.

Any necessary location ties required to accurately locate items after paving are also included. All mis-cut pavement openings shall be completely reconstructed to match the new pavement in all respects. Concrete is not an acceptable pavement replacement.

Measurement of Adjust Roseville Electric Box to Grade will be the number of such items acceptably adjusted to grade.

The contract unit price paid per each for Adjust Roseville Electric Box to Grade shall include full compensation for all labor, materials, tools, incidentals and equipment required to complete this item of the work, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Adjust Water Valve Cover to Grade

This item includes the finish grade adjustment and encasement in Portland Cement Concrete of existing water valves. Such valve or monument adjustments shall be constructed in accordance with the plans, the Standard Specifications and these special provisions, and as directed by the Engineer. Any necessary location ties required to accurately locate items after paving are also included. All mis-cut pavement openings shall be completely reconstructed to match the new pavement in all respects. Concrete is not an acceptable pavement replacement.

Measurement of Adjust Water Valve Cover to Grade will be the number of such items acceptably adjusted to grade.

The contract unit price paid per each for Adjust Water Valve Cover to Grade shall include full compensation for all labor, materials, tools, incidentals, and equipment required to complete this item of the work, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Adjust (Sanitary Sewer) Manhole to Grade

This item includes the finish grade adjustment and encasement in Portland Cement Concrete of existing manholes. Such manhole adjustments shall be constructed in accordance with the plans, the Standard Specifications and these special provisions, and as directed by the Engineer.

Any necessary location ties required to accurately locate items after paving are also included. All mis-cut pavement openings shall be completely reconstructed to match the new pavement in all respects. Concrete is not an acceptable pavement replacement.

Contractor will be required to furnish and install false manhole bottoms in advance of grinding, paving, or other street resurfacing work and removal of false manhole bottom is required after adjustment and inspection. City will require Contractor to ball and flush the entire system to the outfall point for failure to utilize false bottoms while adjusting manholes for grinding, paving, and other street resurfacing work.

Measurement of Adjust Manhole to Grade will be the number of such items acceptably adjusted to grade. The contract unit price paid per each for Adjust Manhole to Grade shall include full compensation for all labor, materials, tools, incidentals and equipment required to complete this item of the work, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

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DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Replace the section 17-2.04 with:

Full compensation for all work associated with Clearing and Grubbing, including all tree trimming and vegetation removal within excavation and embankment slope lines and any vegetation that conflicts with the proposed improvements, is considered as included in the lump sum price paid for Clearing and Grubbing and no additional compensation will be allowed therefor.

Tree removal is considered as general clearing and grubbing and will not be paid for separately. Logs, stumps and downed trees are considered as general clearing and grubbing. Prior to removal, all trees must be marked, measured and confirmed with the Engineer.

^^

19 EARTHWORK

Add to the end of section 19-2.02:

In addition to the requirements of Section 19-2 of the State Standard Specifications, the following shall also apply:

The Contractor shall use extra care in excavating unsuitable materials so as not to aggravate the conditions. If, in the opinion of the Engineer, the Contractor's methods and equipment are increasing the amount of unsuitable materials to be excavated, the Engineer will require the Contractor to take necessary steps to correct the situation. Should the problem continue, the Contractor shall pay all costs beginning from the time correction steps were last implemented.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Unsuitable materials shall be removed from the job site and not incorporated into embankments.

The Contractor shall make provisions to replace all material identified as unsuitable prior to placement of hot mix asphalt. Typical treatment for unsuitable base will include excavation of 12" of material and placement of Class II AB.

The estimated quantity for "Unsuitable Material" is for bidding purposes only and an estimated 50 cubic yards has been included. The quantity can be extended, reduced, or deleted at the discretion of the Engineer, with no change in the unit bid price. If unsuitable material is discovered, the Contractor will notify the Engineer for approval of excavation and backfill. If the Engineer does not approve that the material is unsuitable prior to excavation and backfill, the Contractor will be responsible for the cost of excavation and backfill.

The contract unit price paid per cubic yard for Unsuitable Material shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, rock removal, backfill, aggregate base, compaction, removal and incidentals, and for doing all work involved in constructing Unsuitable Material, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

Add to the end of section 19-2.04:

The contract unit price paid per cubic yard Roadway Excavation shall include full compensation for providing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in performing the work specified in Section 19, "Roadway Excavation" of the Standard Specifications, including but not limited to the roadway excavation in the landscape areas and the removal of dike.

^^

20 LANDSCAPE

Add to section 20-1.01A:

Landscape work must comply with provisions in the latest version of City of Roseville's Parks Construction Standards and Supplement.

Notify the Engineer not less than 72 hours prior to requiring initial access to the existing irrigation controllers. When the Engineer determines that access to the controllers is required at other times, arrangements will be made to provide this access.

Add to section 20-1.01C:

Submit a cost break-down for the contract square foot items of planting and irrigation system. Cost break-down tables must be submitted to the Engineer for approval within 10 working days after the contract has been approved. Cost break-down tables will be approved, in writing, by the Engineer before any partial payment will be made for the applicable items of planting and irrigation system involved.

Cost break-downs must be completed and furnished in the format shown in the samples of the cost break-downs included in this section. Line item descriptions of work shown in the samples are the minimum to be submitted. You may designate additional line item descriptions of work. If you designate additional line item descriptions of work, the quantity, value and amount for those line items must be completed in the same manner as for the unit descriptions shown in the samples. The line items and quantities given in the samples are to show the manner of preparing the cost break-downs.

Determine the quantities required to complete the work shown on the plans. The quantities and their values must be included in the cost break-downs submitted to the Engineer for approval. You are responsible for the accuracy of the quantities and values used in the cost break-downs submitted for approval.

The sum of the amounts for the line items of work listed in each cost break-down table for planting and for irrigation system work must be equal to the contract square foot price bid for Planting and Irrigation System, respectively. Overhead and profit must be included in each individual line item of work listed in a cost break-down table.

No adjustment in compensation will be made in the contract lump sum prices paid for planting and irrigation system due to differences between the quantities shown in the cost break-downs you submit and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

Individual line item values in the approved cost break-down tables will be used to determine partial payments during the progress of the work and as the basis for calculating an adjustment in compensation for the contract lump sum items of planting and irrigation system due to changes in line items of work ordered by the Engineer. When the total of ordered changes to line items of work increases or decreases the lump sum price bid for Planting and Irrigation System by more than 25 percent, the adjustment in compensation for the applicable lump sum item will be determined in the same manner specified for increases and decreases in the total pay quantity of an item of work in Section 4-1.05.

PLANTING COST BREAK-DOWN (SAMPLE)

UNIT DESCRIPTION	UNIT	APPROXIMATE QUANTITY	VALUE	AMOUNT
Turf from Sod	LS			
Shrubs, 1 Gallon	EA			
Soil Amendment, Fertilizer, and Fine Grading	SF			
Mulch	SF			
Plant Establishment	MO			

TOTAL_____

IRRIGATION SYSTEM COST BREAK-DOWN (SAMPLE)

UNIT DESCRIPTION	UNIT	APPROXIMATE QUANTITY	VALUE	AMOUNT
Controller and Pedestal	LS			
Remote Control Valve (Drip Zone Control Kit)	EA			
Subsurface Drip Irrigation	SF			
Valve and Valve Box Relocation	LS			
Miscellaneous Adjustments to Dripline, Spray Heads, Lateral Lines, and Bubblers	LS			

TOTAL_____

Add to section 20-1.01D(1):

Do not apply pesticides before approval from the Engineer.

Delete edits to section 20-1.01D(2) in the RSS and replace the 1st paragraph of section 20-1.01D(2) with:

The Engineer performs a progress inspection at:

1. During pressure testing of the pipelines on the supply side of control valves.
2. Before planting begins and after completion of the work specified for planting in Section 20-3.02C(2).
3. Before plant establishment work begins and after completion of the work specified for planting in Section 20-3.
4. At intervals of one month during the plant establishment period.

Add to section 20-1.02C:

Pesticide used must be limited to the following materials:

1. Aminopyralid
2. Diquat
3. Dithiopyr
4. Clopyralid MEA
5. Fluazifop-P-Butyl
6. Flumioxazin
7. Glyphosate
8. Imazapyr
9. Isoxaben (Preemergent)
10. Oryzalin (Preemergent)
11. Oxyfluorfen (Non-odor type)
12. Pendimethalin (Preemergent)
13. Prodiamine (Preemergent)
14. Sethoxydim
15. Melfluidide (Growth regulator)

Add to section 20-1.03B:

Granular preemergent shall be limited to the following material:

1. Oxadiazon

A minimum of 100 days must elapse between applications of preemergents.

Granular preemergent must be applied prior to the application of mulch. Mulch applications must be completed in these areas on the same working day.

Glyphosate must be used to kill stolon type weeds.

Replace item 1 in the list in the 1st paragraph of section 20-1.03C(1) with:

Removing existing plants including trees as shown to be removed

Add to section 20-2.01A(4)(d):

Tests must demonstrate to the Engineer, through one complete cycle of the irrigation controllers in the automatic mode, that the associated automatic components of the irrigation systems operate properly. If automatic components of the irrigation systems fail a functional test, these components must be repaired at your expense and the testing repeated until satisfactory operation is obtained.

Associated automatic components must include, but not be limited to, remote control valve actuator systems and remote control valves.

Upon completion of work on an irrigation system, including correction of deficiencies and satisfactory functional tests for the systems involved, the plants to be planted in the area watered by the irrigation system may be planted provided the planting areas have been prepared as specified in these special provisions.

Replace section 20-2.01A(4)(e) with:

A final check of existing and new irrigation facilities must be performed not more than 40 working days and not less than 30 working days prior to acceptance of the contract.

Remote control valves connected to existing irrigation controllers must be checked for automatic performance when the controllers are in automatic mode.

Unsatisfactory performance of irrigation facilities installed or modified must be repaired and rechecked at your expense until satisfactory performance is obtained, as determined by the Engineer.

Repair or replacement of existing irrigation facilities due to unsatisfactory performance must conform to section 20-10.02.

Nothing in this section will relieve you the responsibility for making good or repairing defective work or materials found before the formal written acceptance of the entire contract by the Director.

Payment for final irrigation system check is included in the payment for plant establishment work.

Replace the section 20-2.01B(7) with:

Valve boxes must be precast concrete within paved areas and reinforced plastic in all other areas.

Covers for concrete valve boxes shall be concrete.

Covers for plastic valve boxes must be glass fiber reinforced plastic.

Concrete Valve boxes must be identified on the top surface of the covers by stenciling with paint the appropriate abbreviations for the irrigation facilities contained in the valve boxes as shown. Valve boxes that contain remote control valves must be identified by the appropriate letters and numbers (controller and station numbers). The letters and numbers must be 2 inches in height. The stenciling paint must be a commercial quality, epoxy resin base paint of a color which contrasts with the valve box covers.

Valve boxes must be identified on the top surface of the covers by branding the appropriate abbreviations for the irrigation facilities contained in the valve boxes as shown. Valve boxes that contain remote control

valves must be identified by the appropriate letters and numbers (controller and station numbers). The letters and numbers must be 2 inches in height.

Add to section 20-2.04A(1):

Low voltage, as used in this section mean 36 V or less.

Allowance for new irrigation control wires and trenching must comply with the plans shown.

Add to section 20-2.04B:

You may use conductors that are not armor-clad if installed in a conduit.

Low voltage control and neutral conductors in pull boxes and valve boxes, at irrigation controller terminals, and at splices must be marked with adhesive cloth wrap-around markers.

Low voltage control and neutral conductors in pull boxes and valve boxes, at irrigation controller terminals, and at splices must be marked as follows:

1. Conductor terminations and splices must be marked with adhesive backed paper markers or adhesive cloth wrap-around markers, with clear, heat-shrinkable sleeves sealed over the markers.

2. Non-spliced conductors in pull boxes and valve boxes shall be marked with clip-on, "C" shaped, white extruded polyvinyl chloride sleeves. Marker sleeves shall have black, indented legends of uniform depth with transparent overlays over the legends and "chevron" cuts for alignment of 2 or more sleeves

Markers for the control conductors must be identified with the appropriate number or letter designations of irrigation controllers and station numbers. Markers for neutral conductors must be identified with the appropriate number or letter designations of the irrigation controllers.

New control and neutral conductors that are to replace existing control and neutral conductors must be the same size and color as the existing control and neutral conductors being connected to.

The color of low voltage neutral and control conductor insulation, except for the striped portions, must be homogeneous throughout the entire thickness of the insulation.

Insulation for conductors may be UL listed polyethylene conforming to UL44 test standards with a minimum insulation thickness of 41 mils for wire sizes

Replace the 8th paragraph of section 20-2.08B(5) with:

Fittings for irrigation sleeve must be schedule 40.

Add to section 20-2.06B(1)

Irrigation controller, enclosure pedestal, concrete pad, and associated components and incidentals shall be per plans.

Add to section 20-2.08C(1)

Sleeves must extend 6 inches beyond paving. The ends of the sleeve must be capped until use.

Replace the section 20-2.10B(2) with:

Ball valves must be per City Standards.

Ball valves must be of the same size as the pipeline which the valves serve, unless otherwise noted on the plans.

Add to section 20-3.01A(3)(c):

Submit certificate stating quantity, type, and composition, weight and origin for all amendments and chemicals must be delivered to the City's Representative before the material is used on the site.

Add to section 20-3.01A(4):

Request at least two working days in advance the following reviews prior to progressing with the work:

1. Completion of rough grading
2. Verification of amendment incorporation depths
3. Finish grade

Provide one-quart sample of proposed amendment to Sunland Analytical Lab Inc. (916)852-8557, for their testing for conformance to this specification. Do not deliver materials to the site until the City's Representative approves the samples. You are responsible for the testing costs.

Add to section 20-3.01B(3):

Organic Amendment must be determined from soils analysis results. For purposes of bidding only, assume the use of nitrogen-treated fir bark conforming to:

1. Physical Properties: 95% - 100% passing, sieve size 6.35 mm (1/4 inch), 80%-100% passing, sieve size 2.38mm (No. 8, 8 mesh), and 0%-30% passing, sieve size 500 micron (no. 35, 32 mesh).
2. Chemical Properties: Nitrogen Content (dry weight basis), 0.4%-0.6% iron content, minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts, maximum 3.5 millimhos/centime @ 25 degree C. as determined by saturation extract method; ash – 6.0%.

Add to section 20-3.01B(4)(a):

Fertilizer must be determined from soils analysis results. For purposes of bidding only, assume the use of 6-20-20 commercial fertilizer and iron sulfate.

Add to section 20-3.01C(1):

Organic amendment and fertilizer incorporation: Materials determined from the soils test must be uniformly distributed throughout all irrigated planting areas and incorporated to a homogeneously blended soil depth of six inches. For purposes of bidding only, assume per 1000 square feet:

6 cubic yards nitrogen stabilized organic amendment
30 pounds commercial fertilizer (6-20-20)
10 pounds iron sulfate

Apply iron sulfate cautiously, and avoid contact with concrete, since permanent staining may result. Any such stained concrete must be replaced at Contractor's expense.

Plant pits must have their sides and bottoms loosened or otherwise broken to prevent glazed or compacted surfaces, and must be as shown on the planting detail.

Only un-amended soil must be used beneath the root ball; cultivate bottom of plant pit to improve porosity. Backfill around sides of root ball must be the amended soil taken from adjacent prepared areas.

Spread material excavated from plant pits onto adjacent areas as replacement. If additional back fill be necessary, a mixture of one-third organic amendment/fertilizer mix and two-thirds topsoil may be used.

All container plants shall receive plant tablets as follows:

One-gallon and Two-gallon plants	Two 21-gram tablets
Five-gallon plants	Five 21-gram tablets
Fifteen-gallon plants	Twelve 21-gram tablets

Space the tablets evenly around the root ball halfway up backfill touching side of root ball. City's Representative may require excavation of up to 5 percent of all plants selected at random for conformance review.

Finish grade all irrigated planting areas unless otherwise noted, and remove all rocks and clods over one cubic inch to a depth of one inch below finish grade. All areas must be smooth and uniformly graded. Repair all erosion damage during the construction period.

Unless otherwise noted, all soil finish grades must be one inch below finish grade of walks, pavements, and curbs.

Add to section 20-3.02A:

Request the following reviews prior to progressing with the work:

1. Finish grade
2. Substantial completion
3. Final completion

Replace Not Used in section 20-3.02B with:

Plant botanical names must conform to "Standardized Plant Names", second edition, and secondly, "A Checklist of Woody Ornamental Plants of California", Manual 32, University of California. All plants of each clone, species, and cultivar must be delivered to the site labeled with their full botanical names. Every plant species must be labeled with no less than one label for every ten plants of a species.

Minimum quality of all plant material must conform to prevailing published specifications of the California Association of Nurserymen and the American Association of Nurserymen's American Standard for Nursery Stock unless otherwise indicated. Additional specifications must be indicated on the drawings.

The quantities shown on the plant list and in labels are for the City's Representative's use and are not to be construed as the complete and accurate limits of the contract. Furnish and install all plants shown schematically on the drawings.

All container-grown stock shall be grown in its container for at least six months prior to its planting. Contractor shall allow one percent of the quantity of plants for removal and inspection. Any plant material, within one year following the final acceptance of the project, determined by the City's Representative to be defective, restricted, declining or otherwise deficient due to abnormal root growth, shall be replaced by Contractor to the equal condition of adjacent plants at the time of replacement.

Turf from sod shall be minimum 95% purity and 85% germination. Inert matter shall not exceed 2.0% nor weed content 0.00%, with no noxious weeds. Sod type shall be as indicated on the drawings. Sod shall have a well-developed root structure sufficiently mature so that it will hold together when held by one end of the roll. Yellowing, brown, diseased, dried, or pest infested sod shall be rejected. Soil thickness of the sod shall be 1/4 inch to 5/8 inch thick excluding top-growth and thatch; top-growth shall be uniformly mowed to 1-1/2 inch to 2 inches for bluegrasses and ryegrasses with excess clippings and surface debris removed; size of rolls or slabs shall be consistent to the suppliers standard length and width and is not to vary by more than 2% in either dimension.

Foliage roots and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of all diseases, insect stages, burns, or disfiguring characteristics.

Before planting operations commence all or a representative sampling of plant material will be reviewed at the site by the City's Representative. Remove defective plants installed without such review from the site upon request by the City's Representative and substitute acceptable plant in its place.

Add to section 20-3.02C(1):

Before planting operations commence, all or a representative sampling of plant material shall be reviewed at the site by the City's Representative. Defective plants installed without such review shall be removed from the site upon request by the City's Representative and an acceptable plant substituted in its place.

Locations of all plants must be reviewed prior to planting

Maintain all plant material in a healthy growing condition prior to and during planting operations. You are responsible for vandalism, theft and damage to plant material until the commencement of the maintenance period.

Contractor shall be responsible for inspection of all root systems on plant materials. Inspection shall include, but not be limited to, checking for rootbound stock, encircling roots at the perimeter of the container, girdling roots at the top surface of the rootball, and other defective root conditions. Such inspections shall include the complete removal of soil from one percent of plant material containers, or at least one plant from each nursery and each plant type. Contractor shall cut defective or potentially defective girdling, rootbound, and encircling roots and spread the root system into the surrounding backfill. Plants with excessively defective root systems shall be rejected by the Contractor.

Sod installation: Finish grade to smooth even surface allowing for sod thickness at pavement and other structures to leave the sod one-half inch below the finish grade of adjacent structures. The soil surface shall be sufficiently firm to resist impressions over one-quarter inch deep, and shall be lightly rolled until meeting this firmness. The top six to eight inches of soil shall be watered until this zone has an optimum moisture content for root growth.

Sod shall be laid in rows with staggered ends neatly and tightly butted on all edges. Sod shall be protected from wind and sun exposure during storage with a maximum storage period of twenty-four hours. No overlap, gaps, ripples, or other uneven pavement will be accepted. Contractor shall lightly roll all sod after installation to insure optimum contact with the soil. Trimming and cutting around structures shall be completed with sharp tools and carefully fitted so the final appearance is a solid continuous turf.

Remove all trash, excess soil and other debris after completion of all operations. All walks and pavement must be swept and washed clean, leaving the entire area in a neat, orderly condition.

Add to the end of 4th paragraph of section 20-3.02C(3)(d)(ii):

Provide the Engineer with a copy of the instructions before applying the stimulant.

Replace 1st and 2nd paragraphs of section 20-3.02D with:

All work associated with soil amendment, fertilizer, and fine grading shall be included in the lump sum price bid for landscape soil preparation and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in soil amendment, fertilizer, and fine grading, and related incidental work.

Add to Section 20-4.01A:

Section 20-4 includes specifications for performing plant establishment work. The plant establishment period must not be less than 90 calendar days commencing from date of completion of contract work.

Add to Section 20-4.01C(1):

Submit watering schedule for use during the plant establishment period within 10 days after the start of the plant establishment period.

Contractor shall collect two one-quart samples in the container planting areas of the in-place topsoil 20 days after completion of planting and submit to Sunland Analytical, (916) 853-8557, for maintenance period fertilizer recommendation. Test results shall be made available to the City's Representative. Sample shall be a representative composite taken from several planting areas. Cost of soil test shall be paid for by the Contractor. For purposes of bidding only, assume the use of ammonium sulfate (21-0-0) at 5lbs per 1,000 SF, minimum two applications.

Add to Section 20-4.01D:

Request a final review of the project at least five (5) days in advance of the proposed date. Failure to request this notice will automatically extend the date of completion. The maintenance period will continue until project is deemed complete.

Add to Section 20-4.03B:

Keep all planting areas weed-free at all times during the maintenance period. All pest and disease control will be your responsibility. Keep all planting areas at optimum moisture for plant growth. Settlement of soil and plants and soil erosion will be repaired, and areas replanted as required. Replace dying or deficient plants as soon as they become apparent.

Control weeds within plant basins, including basin walls and ground cover, by hand pulling. Weeds within mulched and ground cover areas and outside of plant basins must be controlled by killing.

When ordered by the Engineer, one application of a preemergent pesticide conforming to section 20-1.02C, must be applied between 40 working days and 50 working days prior to completion of the plant establishment period. This work will be paid for as extra work as provided in Section 4-1.05

Add to Section 20-4.03C:

Water the plants utilizing the City's central irrigation control system, where applicable.

Add to section 20-10.02A(1):

Maintain existing irrigation facilities throughout the life of the contract. Before the start of maintaining existing irrigation facilities work, the facilities must be checked for proper operation, and repaired in conformance. Document the condition of existing irrigation facilities. Repair work ordered by the Engineer will be paid for as extra work per these specifications.

Add to the end of 5th paragraph of section 20-10.02C(3):

During winter season, irrigation systems must be operated automatically a minimum of 2 minutes every 2 weeks.

Add to section 20-10.02C(4):

Existing irrigation valves, and controller (and associated pedestal), where shown on the plans to be removed, must be salvaged.

Notify the Engineer in writing if you intend to salvage existing irrigation facilities a minimum of 72 hours prior to salvaging these facilities. Salvaged irrigation facilities must remain the property of the City and must be delivered to City's Representative.

Add to section 20-10.03A(1):

Maintain existing planted areas throughout the life of the contract.

Water existing plants per section 20-4.03G.

Delete the first paragraph of section 20-10.03C(4)

Add to the end of the 2nd paragraph of section 20-10.03C(4):

The work must include:

1. Weeds must be killed before the weeds reach the seed stage of growth or exceed 6 inches in length
2. Weeds must be removed from existing planted areas. Weeds must be killed prior to removal. Weed removal in ground cover areas shall extend beyond the outer limits of ground cover areas to the adjacent edges of paving, fences and proposed plants and planting areas, and a 6-foot diameter area centered at each existing tree and shrub outside of existing ground cover areas.
3. When a portion of a new automatic irrigation system is completed, the existing plants to be watered by that portion of the irrigation system shall be watered automatically.
4. Pesticides for maintaining existing planted areas must conform to section 20-1.02C.

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21 EROSION CONTROL

Add to section 21-2.02C:

Import topsoil shall be a homogeneous mineral soil classified as sandy loam, or fine sand. Particle size data shall be based upon standard USDA methodology. Of the material falling in the sand category, a minimum of 80% shall fall in the fine sand range .05 - 5mm. Gravel content greater than 2.0mm shall be less than 15%. Import topsoil shall not contain more silt and clay than the on-site native soil. The sum of silt plus clay shall be less than 25%; the soil shall be nonsaline as determined on the saturation extract. Salinity shall not exceed 3.0 mmhos/cm, boron shall not exceed 1.0 ppm and the sodium absorption ratio (SAR) shall not exceed 6.0. Soil reaction as determined on a saturated paste shall fall between 5.5 and 7.5. The soil shall be free of organic herbicides, or other growth-restricting chemicals. Contamination may be tested by greenhouse trials using rye grass and radish as test crops using the proposed import soil as substrate. These trials require four to five weeks for completion.

Add to section 21-2.02:

21-2.02S Native Topsoil

Provide a one-quart sample of native topsoil to Sunland Analytical (916)852-8557, for testing for conformance to this specification. No material will be modified until the City's Representative approves the material. You are responsible for all testing costs. Allow for sufficient time for such testing prior to construction. You are responsible for testing costs for the initial samples and costs for any additional sample due to non-compliance,

Placement of native topsoil must comply with section 20-1.03D.

After planting areas have been excavated, they must be ripped to a depth of seven inches. Next, a three-inch layer of topsoil must be uniformly distributed over these areas and thoroughly incorporated into the top six inches of subsoil by ripping, scraping, or tilling to mix the subsoil with the topsoil into a homogeneous mixture. The remaining layer of topsoil will then be uniformly distributed in the planting areas and compacted in place to 85 percent compaction. The total depth of topsoil to be placed must be as required to achieve the finish grades shown on the plans.

Spread topsoil to a uniform thickness.

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DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Add to section 39-2.01A:

Asphalt concrete pavement shall be Hot Mix Asphalt (Type A) and conform to the applicable provisions in Section 71, “Streets” of the City of Roseville’s Construction Standards and Section 39 of the State Standard Specifications.

In addition to the requirements specified in this section of the State Standard Specifications, the following shall apply: The cost for grading and compaction of existing aggregate base material, where shown on the plans, profiles, and cross sections, shall be included within the price paid for placement of Hot Mix Asphalt (Type A).

Replace *Reserved* in section 39-2.02B(3):

The grade of asphalt binder for Type A HMA must be Type PG-64-10 or Type PG 64-16.

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DIVISION VI STRUCTURES

51 CONCRETE STRUCTURES

Add to the list in the 2nd paragraph of section 51-1.01A:

8. Drainage inlets

Add to section 51-1.01A:

The concrete for stamped concrete must be integrally pigmented colored concrete. The color must match color no. Davis Style Tile Red #1117, or Scofield Systems Chromix Quarry Red, or as approved equal.

Add to the list in the 6th paragraph of section 51-1.01A:

7. Drainage inlets

Add to section 51-1.01A:

Drop inlet (Type F) must comply with City of Roseville Design Standards DR-1, DR-9, and DR-20, and section 101 of City of Roseville Construction Standards.

Iron and steel items used for inlet metal plate cover, frame and grate must comply with section 75-2.

Replace section 51-7.01A with:

51-7.01A GENERAL

Section 51-7 includes specifications for constructing minor structures.

Minor structures include:

1. Pipe culvert headwalls and endwalls for a pipe with a diameter less than 5 feet
2. Drainage inlet per City of Roseville Standards
3. Other structures described as minor structure

Replace section 51-7.01D with:

The price per each shall include all work and materials necessary to furnish and install inlets and manholes as detailed in the Specifications, Plans, and as directed by the Engineer. The price shall be full compensation for installing inlets and manholes, complete in place, including all excavation, backfill, metal frames, covers, frames, grates, and any other miscellaneous metal.

The PER EACH price for “Drain Inlet (Type F)”, “Drain Inlet (Type G1)” shall be full compensation for all labor, equipment, tools, and incidentals to complete each item.

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52 REINFORCEMENT

Add to section 52-1.04:

Payment for steel reinforcement used for various types of drainage inlets is included in the payment for various types of drainage inlets involved.

Payment for steel reinforcement used for drainage manhole is included in the payment for drainage manhole.

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Add to section 70-5.05A:

Drainage inlet markers for City of Roseville drop inlet (Type F) must comply with City of Roseville Standard Detail DR-20 and section 101 of City of Roseville Construction Standards.

Replace Not Used in section 70-5.05D with:

Payment for drainage inlet marker is included in the payment for type of drainage/drop inlet involved.

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Add to the end of section 72-2.04:

Excavation, backfill, Rock Slope Protection (RSP) and RSP Fabric (Class 8) are included in the bid item of "Rock Slope Protection (20 lb, Class 1, Method B)."

73 CONCRETE CURBS AND SIDEWALKS

Add to section 73-1.02A:

Concrete must be minor concrete complying with section 90-2 and may contain returned plastic concrete complying with section 90-9.

Replace *Not Used* in section 73-2.04 with:

Payment for the Concrete Slurry Wall is included in the bid item of “Minor Concrete (Type 4 Barrier Curb)”.

Add to section 73-3.03A:

The sidewalk shall be built in compliance with City Standard 6” of PCC over native soil.

Add to section 73-3.01C:

Within 2 business days of completing the surveys, submit preconstruction and post-construction surveys sealed and signed by one of the following:

1. Land surveyor licensed in the State
2. Engineer who is registered as a civil engineer in the State

Replace *Reserved* in section 73-3.01D(3) with:

For locations shown, perform a preconstruction survey to ensure forms and job site constraints will allow for compliance with required design dimensions and slopes shown. Upon completing the work, perform a post-construction survey to verify design dimensions and slopes requirements are met. The post-construction survey must include a minimum of 3 measurements for each dimension and slope requirement shown. Individual measurements must be equally distributed across the specified slope or dimensional surface. Document and submit these measurements on the Americans with Disabilities Act Compliance Inspection Report form for the facility type shown. Include the equipment and control used to conduct the survey.

Add to the beginning of section 73-3.03:

Before placing concrete, verify that forms and job site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if you encounter job site conditions that will not accommodate the design details. Ordered modifications are change order work.

Replace *Not Used* in section 73-3.04 with:

All associated elements such as landings, transitions to adjacent surfaces, detectable warning surfaces and retaining curbs are included in the payment for Minor Concrete (Curb Ramp). Curb and gutter is paid for as Minor Concrete (Type 2 Curb and Gutter).

Measurement shall include all associated elements such as detectable warning surfaces, grading, saw cutting, and transitions to adjacent surfaces.

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75 MISCELLANEOUS METAL

Add to section 75-2.01:

Miscellaneous iron and steel includes drainage inlet metal plate cover, frame and grate, and manhole frame and cover.

Drainage frame and grate for Drop Inlet (Type F) must comply with City of Roseville Standard Detail DR-9 and section 101 of City of Roseville Construction Standards.

Drainage manhole frame and cover for Drainage Manhole must comply with City of Roseville Detail DR-6 and section 101 of City of Roseville Construction Standards.

Replace section 75-2.04 with:

Payments for metal plate cover, frame and grate, and manhole frame and cover are included in the payments for various types of drainage inlets, manholes, and miscellaneous drainage facilities including area drains.

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79 WATER DISTRIBUTION SYSTEM

79-1 POTABLE WATER PIPE

79-1.01 GENERAL

Section 79-1 includes general specifications for the water distribution system.

79-1.01A Summary

This work shall consist of furnishing and installing 8-inch potable water pipe. This work shall be in conformance with the current City of Roseville Design Standards, Section 8 and City of Roseville Construction Standards, Section 81. Installing potable water pipe includes excavation, backfill, fittings, earthwork, and connection of new pipe to new or existing facilities.

Smaller piping for water services shall comply with requirements elsewhere in these Specifications.

Pressure testing and chlorine disinfection shall comply with requirements elsewhere in these Specifications.

79-1.01B Definitions

Not Used

79-1.01C Submittals

The Contractor shall provide a materials list and catalog data sheets naming each product to be used identified by manufacturer and type number.

The Contractor shall submit a pipe lay diagram for all piping larger than 4 inches installed as part of this project.

79-1.01D Quality Assurance

Contractor shall submit quality assurance plan for water distribution system work to the City.

79-1.02 MATERIALS

79-1.02A Ductile Iron Pipe

Ductile iron pipe shall conform to the City of Roseville Design Standards, Section 8 and the City of Roseville Construction Standards, Section 81.

Pipe shall conform to American Water Works Association (AWWA) C150 and AWWA C151 as appropriate. Flanged pipe shall conform to AWWA C115.

Buried ductile iron pipe shall be wrapped in 8 mil minimum thickness polyethylene encasement with ends taped off with vinyl pipe wrap tape in accordance with AWWA C105.

79-1.02C Fittings

Unless otherwise specified or shown on the project plans, all fittings to be used with ductile iron pressure pipe shall conform to the standard for “Ductile-Iron Compact Fittings for Water and Other Liquids” (ANSI/AWWA C-153/A21.53). Approved fitting manufacturers include Tyler and US Pipe. All fittings shall be made in USA.

a) Ductile iron fittings shall be cement mortar lined in accordance with the standard for “Cement Mortar Lining for Ductile-Iron Pipe and Fittings for Water” (ANSI/AWWA C-104/A21.4 and AWWA C-110) and manufacturer’s recommendations.

b) Fittings shall be wrapped and sealed in clear polyethylene encasement in accordance with the City of Roseville Construction Standards.

79-1.02B Pipe Restraints

Thrust blocks shall be used where specified on the Plans. Ductile iron pipe installed as part of this project shall be fully restrained. Joint restraint shall be achieved by means of a mechanical joint restraint device per Section 8 of the City of Roseville Design Standards.

79-1.02C Tracing Wire

A continuous number 12 insulated tracing wire shall be attached to mains, service lines, and appurtenances per the City of Roseville Construction Standard Details and the following:

1. Tracing wire through valve boxes shall be placed outside of riser, but inside the box.

2. Wire splices shall be located above ground and inside of valve boxes, per City Standard Details W-16, W-17, and as follows:

    a. Install a copper split bolt connector on the splice.

    b. Twist the wire together with a minimum of 5 twists.

    c. Solder all connections.

d. Cover the splice with mastic tape and wrap with vinyl tape.

3. A 12-inch wide, blue plastic non-detectable water pipe marking tape, marked “Buried Water Main Below,” shall be placed in all main line trenches, 12 to 24 inches from the surface.

79-1.03 CONSTRUCTION

1. Contractor shall coordinate tie ins and planned service interruptions for impacted businesses to outside the businesses normal operating hours where they require water service. This will require work outside normal working hours.
2. Ductile pipe installation shall be in accordance with Section 81 of the City of Roseville Construction Standards and the Specifications herein.
3. Bell and Spigot Ductile Iron Pipe. Where bell and spigot joints are used for joining ductile iron pipe, the joints shall be made using rubber rings, US "Tyton", Clow "Super Bell Tite" joint, or approved equal. Gasket seat, gasket, and spigot shall be thoroughly cleaned before assembly of joint. The entire procedure shall be in strict accordance with manufacturer's recommendations.
4. Mechanical Joint Ductile Iron Pipe. Mechanical joints in ductile iron pipe shall be made as follows: Gland shall be placed on spigot end of pipe with lip extension toward the joint. The rubber gasket shall then be slipped on the pipe with its thick edge toward the gland. The gasket and joint surfaces shall then be thoroughly wetted using a soapy solution made with vegetable soap or similar soap as recommended by the manufacturer. The spigot end of the pipe shall then be inserted to full depth of the mechanical joint socket and the gasket pressed firmly into place in the bell in order to obtain an even "set" all around the joint. The gland shall then be moved into place, the bolts inserted, and the nuts taken up tightly with fingers. The nuts shall then be tightened gradually by wrench a half turn at a time, moving wrench from one nut to another repeating until all nuts are uniformly tight. Final tightness shall be with a torque wrench as follows: three quarter inch bolts 60 to 90 pounds torque, half inch bolts 10 to 30 pounds torque.
5. Flanged Pipe. Flanged joints shall be made up square, with even pressure on the gaskets, and shall be watertight.
6. Grooved Coupling. Grooved couplings shall be prepared or painted as necessary to obtain a leak free seal.

79-1.04 PAYMENT

The price per linear foot shall include all work and materials necessary to furnish and install 8-inch, ductile iron pipe as detailed in the Specifications, Plans, and as directed by the Engineer. The price shall be full compensation for furnishing and installation of pipe, trenching, excavation, backfill, compaction, surface restoration, fittings, restraints, temporary plating, and tie-ins.

The PER LINEAR FOOT price for “Install 8-inch Ductile Iron Pipe” shall be full compensation for all labor, equipment, tools, and incidentals to complete each item.

79-2 VALVES AND APPURTENANCES

79-2.01 GENERAL

This work shall consist of furnishing and installing gate valves and related appurtenances.

79-2.02 SUBMITTALS

Submit materials list and catalog data sheets naming each product to be used identified by manufacturer and type number.

Submit Operations and Maintenance Manuals for approval for all valves.

79-2.03 MATERIALS

Valves shall be in conformance with American Water Works Association (AWWA) C500 and C509, as appropriate. Materials and installation shall comply with Section 81 of the City of Roseville Construction Standards.

Gate valves to be used on pipe diameters ranged from 3-inch to 12-inch shall be resilient seated or wedge type and meet AWWA C509 Class C Specifications. The gate valve body, bonnet, and O-ring plate shall be fusion-bonded epoxy coated, both interior and exterior on body and bonnet. Epoxy shall be applied in accordance with AWWA C550 and be NSF 61 Certified. A list of approved gate valves includes: M&H 4067 RW Gate Valve, Mueller A-2360 RS Gate Valve, US Pipe-Metro Seal 250, or approved equal. All gate valves shall be made in USA.

Materials such as valve boxes, valve covers, concrete blocking, riser stock, valve lock-out, nuts and bolts, and any other materials necessary for the installation of valves and appurtenances shall conform to Section 8 “Domestic Water Supply System” of the City of Roseville Design Standards.

Pipe tapping sleeve shall be Romac FTS425 or approved equal.

Minor Concrete (Concrete Pad) shall comply with City of Roseville detail W-2.

79-2.04 PAYMENT

The price per each shall include all work and materials necessary to furnish and install valves and appurtenances as detailed in the Specifications, Plans, and as directed by the Engineer. The price shall be full compensation for installing valves, complete in place, including all excavation, backfill, valve boxes, valve covers, concrete blocking, concrete collar, riser stock, operating nut extension, valve lock-out, fittings, nuts and bolts, and any necessary pavement or landscape restoration.

The PER EACH price for “Install 8-inch Gate Valve” and “Install 12-inch Gate Valve” shall be full compensation for all labor, equipment, tools, and incidentals to complete each item.

79-3 FIRE PROTECTION

Not used

79-4 WATER SERVICES AND METERS

79-4.01 GENERAL

This work shall consist of installing new domestic and irrigation water services, meters, and related appurtenances.

Pressure testing and chlorine disinfection shall comply with Section 79-5 of these Specifications.

79-4.02 SUBMITTALS

The Contractor shall provide a materials list and catalog data sheets naming each product to be used identified by manufacturer and type number.

79-4.03 MATERIALS

Domestic and irrigation water services shall be 2" diameter brass piping, in conformance with American Society for Testing and Materials (ASTM) B43 Standard Specification for Seamless Red Brass Pipe, Standard Sizes.

Materials such as brass materials, corporation stops, curb stops, dielectric tape, meters, meter setters, meter couplings, nuts and bolts, polyvinyl chloride (PVC) pressure pipe service saddles, service boxes,

services and meters shall conform to Section 8 of the City of Roseville Design Standards, Section 81 of the City of Roseville Construction Standards, and AWWA Standard C800 Underground Service Line Valves and Fittings.

Water meters shall be installed per American Water Works Association (AWWA) Manual M6 and the City of Roseville Construction Standards, Section 81. Water service lines and appurtenances shall be installed per City of Roseville Construction Standards, Section 81.

Buried metal pipe shall be wrapped in 8 mil minimum thickness polyethylene encasement with ends taped off with vinyl pipe wrap tape.

79-4.04 PAYMENT

The price per each shall include all work and materials necessary to furnish and install 2-inch water service pipe, water service meters, and appurtenances as detailed in the Specifications, Plans, and as directed by the Engineer. The price shall be full compensation for furnishing and installation of pipe, meter boxes, meter setters, freeze protection bag, corporation stops, trenching, excavation, backfill, compaction, surface restoration, fittings, restraints, temporary plating, tie-ins, and other appurtenances related to water service pipe and meter box installation.

The PER EACH price for “Install 2-inch Water Service” shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

79-5 PRESSURE TESTING AND PIPE DISINFECTION

79-5.01 GENERAL

This work shall consist of pressure testing new water pipes and disinfecting new potable water pipes.

Inspection and hydrostatic pressure testing of installed ductile iron pipe shall comply with American Water Works Association (AWWA) Standard C600 for Installation of Ductile-Iron Mains and Their Appurtenances.

Chlorine disinfection shall comply with the AWWA Standard C651 for Disinfecting Water Mains and Section 81 of the City of Roseville Domestic Water Supply System Design Standards.

79-5.02 SUBMITTALS

An accuracy certification by approved independent testing laboratories for flow meters and test gauges shall be submitted to the Engineer. Certifications shall be dated no more than 90 days prior to actual system testing.

Prior to testing, Contractor shall provide the following information:

1. Describe precautions that will be taken to protect system equipment that might be damaged under test pressures, and the proposed method for rerouting reclaimed water or sewer flows where the systems must remain in service.

2. Describe the proposed method for disposal of water used in line testing.

3. Submit test bulkhead locations and design calculations, pipe attachment details, and methods to prevent excessive pipe wall stresses.

Prior to disinfection, Contractor shall provide the following information:

1. Testing Schedule and Notification of Disinfection: Submit advance written notice a minimum of 72 hours prior to conducting pipe disinfection.

Testing Plan: Submit a written plan that identifies the methods for water disinfection in compliance with AWWA C651

79-5.03 MATERIALS

79-5.03A MANUAL AIR RELEASE VALVES FOR BURIED PIPING

Provide temporary manual air release valves for pipeline test. Construct the pipe outlet in the same manner as for a permanent air valve and after use, seal with a blind flange, pipe cap, or plug and coat the same as adjacent pipe.

79-5.04 TEST BULKHEADS

Design and fabricate test bulkheads per Section VIII of the American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code. Materials shall comply with Part UCS of said code. Design pressure shall be at least 2.0 times the specified test pressure for the section of pipe containing the bulkhead. Limit stresses to 70% of yield strength of the bulkhead material at the bulkhead design pressure. Include air release and water drainage connections.

79-5.05 PROJECT CONDITIONS

Pressure testing shall not be performed until each system has been flushed or thoroughly cleaned in accordance with procedures in the section that describes pipeline installation.

Water for flushing and testing shall be provided by the City. The Contractor shall obtain a hydrant permit from the City and pay all costs associated with the meter use. The Contractor shall provide all necessary labor and equipment to extra the water and shall be responsible for the repair of any damage to the existing facilities which can be attributed to this operation.

79-5.06 DISINFECTION REQUIREMENTS

Contractor shall furnish personnel, materials, bulkheads, test plugs, restraints, anchors, temporary connections, pumps, pressure gauges, and other equipment needed to perform disinfection.

Regarding water for disinfection, the Contractor shall:

1. Use potable water for disinfection of pipelines.

2. Coordinate with Construction Manager for specific points from which to draw water.

3. Supply and install all pipe, fittings, valves, coupling, and other materials needed to fill the test lines with water. Care shall be taken not to contaminate the existing system.

4. Supply pipe connection and all necessary apparatus and equipment needed for the test.

Contractor shall disinfect all portions of the pipe that have been installed as part of this Contract and installed by others to be included within the finished pipeline. Disinfection shall occur in all new pipe sections prior to making final connection to existing active operating piping.

79-5.07 PRESSURE TESTING

79-5.07A GENERAL

Perform testing in the presence of the Engineer/Inspector after backfill and proper compaction of trenches. Where lines are installed under roadways and parking areas, perform tests before and after completion of final subgrade preparation and prior to application of surface courses. Notify Engineer in writing at least 48 hours prior to testing. Notification shall be by the Contractor submitting a test form which shall indicate test date, pipeline to be tested, test requirements, and requirements of the Owner.

Prepare each section for testing, using adequate bracing; protect system equipment susceptible to damage by test pressures; make provision for installation of Owner’s pressure gauge in parallel with

Contractor’s gauge, if so requested; and maintain services where required.

Testing requirements are stipulated in the AWWA M41 Manual, assorted AWWA Standards based on the various types of piping, and specified herein. Requirements in the AWWA M41 Manual and Standards supersede other requirements of Contract Documents, except where requirements of Contract Documents are more stringent, including higher test pressures, longer test times, and lower leakage allowances.

79-5.07B TESTING PROCEDURE

1. After completion of the installations, Contractor shall test all piping and pipework as herein specified. The Contractor shall furnish all material, equipment, and labor for testing the piping systems. Each system may be tested as a unit or in sections as directed by the Engineer, but each complete system shall successfully meet the requirements specified herein before acceptance by the Engineer.

2. Clean piping before pressure or leak tests.

3. For water testing, the test shall be made by closing valves or providing bulkheads or plugs and filling the pipelines with water, with provisions made for the release of all air in the lines. Lines shall be filled with water 24 hours prior to testing for leakage to allow for absorption of water by pipe or joint material.

4. Specified pressures or heads of water shall be maintained for the periods of time tabulated herein, except where indicated to be air or vacuum, and the leakage determined. Leakage shall not exceed the tabulated values.

5. Test pressures shall be as indicated herein and by the City. The pressure shall be maintained at all times during the test by restoring it whenever it falls an amount of 5 psi for test pressures above 20 psi and 2 psi for test pressures below 20 psi.

6. No leakage is allowed. If leakage is detected, the Contractor shall repair or replace the pipeline and retest it. Do not use paints, asphalts, tars, or other type of pipe compounds to eliminate leaks.

7. The Contractor shall take all necessary precautions to prevent any joints from drawing while the pipelines and their appurtenances are being tested and he shall, at his own expense, repair any damage to the pipes and their appurtenances, or to any other structures, resulting from or caused by these tests.

8. Where any section of the piping contains concrete thrust blocks or encasement, wait at least 10 days after the pour to begin testing.

9. After a satisfactory test, remove the testing fluid, remove test bulkheads and other test facilities, and restore the pipe coatings.

79-5.07C RECORDS

Provide records of each piping installation during the testing. These records shall include:

1. Date of test.

2. Identification of pipeline, or pipeline section, tested or retested.

3. Identification of pipe material.

4. Identification of pipe specification.

5. Test fluid.

6. Test pressure.

7. Remarks: Leaks identified (type and location), types of repairs, or corrections made.

8. Certification by Contractor that the leakage rate measured conformed to the specifications.

79-5.08 PIPELINE DISINFECTION

79-5.08A GENERAL

Pipe disinfection shall be in accordance with the most recent edition of AWWA C651.

Following chlorination, thoroughly flush all treated water from the mains until the replacement water, upon both chemical and biological tests, is proved equal to the water quality at the point of supply. All bacteriological tests shall be in accordance with AWWA “Standard Methods for the Examination of Water and Wastewater”.

Disposal of chlorinated water is not allowed. Dechlorinate all water prior to disposal as reviewed by the Engineer.

79-5.08B DISINFECTION PROCEDURE

1. Disinfect the newly installed potable water pipelines by the use of calcium hypochlorite tablets or the slug method in accordance with AWWA C651. Disinfection inspections shall begin only after passing the pressure test.

2. The Tablet Method consists of placing calcium hypochlorite granules and tablets in a device that prohibits their entry into the pipe, then inserting the device with the tablets into the pipe as it is being installed and filling the water main with potable water when the installation is completed. This method may be used only if the pipes and appurtenances are kept clean and dry during construction. This method cannot be used on solvent-welded plastic or on screwed-joint steel pipe because of the danger of fire or explosion from the reaction of the joint compounds with the calcium hypochlorite.

3. Position valves so that the strong chlorine solution in the treated main will not flow into water mains in active service. Open and close valves and hydrants while the system is being disinfected. The City shall verify that a minimum chlorine residual of 50 parts per million (ppm) has been achieved. Retain treated water at least 24 hours after which time it shall be tested for residual chlorine. If less than 25 parts per million is indicated, additional chlorine in solution shall be added until disinfection satisfactory to the Engineer is obtained.

4. Flush and fill the system with clear water when disinfection has been completed and approved by the Engineer. Chlorinated water shall be neutralized to 1 ppm chlorine residual or less prior to discharge. Discharge location and neutralization methods shall be coordinated with and approved by the City. 72-hour notification to the City is required prior to any discharge of chlorinated water.

5. Chlorinated water resulting from flushing newly installed water lines may be discharged to the City’s sewer system. Permission to discharge chlorinated water into the sewer system shall be granted by the City on a case-by-case basis. Prior to discharging into the sewer system, the Contractor shall sign a form authorizing the City’s Environmental Utilities Department to bill for the amount of water discharged into the system. Contractor shall adhere to terms of hydrant permit acquired by the City.

6. A bacteriological test will be performed after refilling the line and, if not found to be of safe bacteriological quality, Contractor will re-chlorinate the line until the quality of the water is proven to be satisfactory at no additional expense to the City.

7. Where connections are to be made to an existing potable water system, the interior surfaces of all

pipe and fittings used in making the connections shall be swabbed or sprayed with a one percent hypochlorite solution before they are installed. Start thorough flushing as soon as the connection is completed continue until all discolored water is eliminated.

79-5.09 PAYMENT

The lump sum amount shall include all work and materials necessary to perform pressure testing and pipeline disinfection as detailed in the Specifications, Plans, and as directed by the Engineer.

The LUMP SUM price for “Pressure Testing and Pipeline Disinfection” shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

80 FENCES

Replace section 80-4 with:

80-4 DECORATIVE STEEL FENCE

80-4.01 GENERAL

80-4.01A Summary

Section 80-4 includes specifications for constructing decorative steel fences.

Decorative steel fence must match existing fence at the roundabout on-site or an approved equal.

80-4.01B Definitions

Not Used

80-4.01C Submittals

Shop drawings must include:

1. Materials
2. Finishes
3. Dimensions
4. Gauges and thickness
5. Connections between components
6. Relationship and anchorage to adjacent work

Submit two paint samples on 12 inches lengths of posts and pickets.

80-4.01D Quality Assurance

Prevent damages due to stains, discoloration, scratches, dirt, and any other causes while shipping and storing fence materials.

Store unassembled components indoors in a clean, dry location.

Store and handle materials to prevent abrasion or other damage.

Protect dissimilar metals subject to galvanic corrosion from contact with each other and from other surfaces that cause corrosion of metal.

80-4.02 MATERIALS

80-4.02A General

The materials for decorative steel fence must comply with the specifications shown in the following table:

Material	Specification
Tube Steel Posts	Seamless structural steel pipe, ASTM A53, Grade A standard weight (Schedule 40)
Steel Plate, shapes, and bars	ASTM A36

Steel Plate to be bent or cold formed	ASTM A283
Steel tube pickets and rails	ASTM A513, hot-rolled structural steel, 60-ksi tensile strength, and 45-ksi yield strength
Bolts and Nuts	ASTM A307, Grade A, hot-dip galvanized
Clips and attachments	Per drawings and manufacturer's recommendations to be stainless steel or hot-dip galvanized
Post caps	As shown

Fencing must be galvanized complying with ASTM A526 with a minimum zinc coating weight of 0.90 ounces per square foot. Fencing must be painted with an electrostatic spray, two-coat, powder application. The base coat msut be thermosetting epoxy powder with a minimum 2-4 mil thickness. The top coat will be a black, no-mar, polyester powder coat finish with a minimum 2-4 mil thickness. Coated galvanized framework must have a salt spray resistance of 3,500 hours using ASTM B117 without loss of adhesion. Finish must have a 15-year warranty.

80-4.03 CONSTRUCTION

Erect all fencing plumb, level, square in true alignment, and firmly anchored. Connections (picket to rails and rails to posts) may be welded or drive rivet fasteners.

Remove all burrs and slag from all fencing components before painting.

Clean and prepare the surface to assure complete adhesion of the finish material after galvanizing all components.

Complete touch-up of galvanizing and paint to match factory painting if there is any damage to coating during transport to job site or installation.

80-4.04 PAYMENT

Measurement for decorative steel fence will be made parallel to the ground slope along the line of the completed fence.

Payment for the concrete foundations and post pockets is included in the payment for decorative steel fence.

Payment for the footing in the top of retaining wall is included in the payment for the decorative steel fecnce.

Replace section 80-15.04 with:

80-15.04 REMOVE / RELOCATE FENCE

80-15.04A General

Section 80-15.04 includes specifications for removing or relocating fences.

80-15.04B Materials

Not Used

80-15.04C Construction

Remove fence at location shown.

80-15.04D Payment

Not Used

DIVISION IX TRAFFIC CONTROL DEVICES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

Replace section 81-3.04 with:

Payment for pavement markers is included in the payment for Thermoplastic Traffic Stripe.

^^

82 SIGNS AND MARKERS

Add to section 82-1.01A:

Signs must be constructed in accordance with the section 56 of City of Roseville Construction Standards.

Replace *Reserved* in section 82-3.01C with:

Submit shop drawings for the non-standard roadside signs. The shop drawing must include:

1. Sign panel, with letters and symbols, for each sign type.
2. Color
3. Material

Add to section 82-3.02A:

Roadside sign must comply with section 56-2.02 of City of Roseville Construction Standards.

Replace paragraphs of section 82-3.02B with:

Metal posts must comply with City of Roseville Standard Drawing TS-17A and must conform to section 56-2.02A of City of Roseville Construction Standards.

Replace paragraphs of section 82-3.02C with:

Not Used

Replace paragraphs of section 82-3.02D with:

Not Used

Replace paragraphs of section 82-3.02E with:

Sign panel fastening hardware must comply with section 56-2.02D of City of Roseville Construction Standards.

Replace paragraphs of section 82-3.03A with:

Sign panel installation must comply with section 56-2.04 of City of Roseville Construction Standards.

Replace paragraphs of section 82-3.03B with:

Not Used

Replace paragraphs of section 82-3.04 with:

Payment for furnishing sign panels is included in the payment for roadside sign.

^^

84 MARKINGS

Add to section 84-2.03C(3):

All striping or pavement markings damaged during construction must be repaired at the contractors expense. Repairs must consist of complete replacement of striping or markings as directed by the Engineer.

Add to section 84-2.04:

Payment per square foot for Thermoplastic Pavement Markings, shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in placing thermoplastic pavement markings, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Payment per linear foot for Thermoplastic Traffic Stripe, no matter the type, color or width, shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in installing thermoplastic traffic stripe, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Replace *Reserved* in section 84-9.03C with:

Residue from the removal of painted or thermoplastic traffic stripes and pavement markings contains lead from the paint or thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations exceeding the thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan.

^^

DIVISION X ELECTRICAL WORK

86–88 RESERVED

Replace Sections 86 and 87 of RSS with:

86-1.01 General

All lighting and electrical systems work must conform to the latest editions of the City of Roseville Design and Construction Standards (including the latest amendments), Roseville Electric's Specifications For Commercial Construction, and Standard Construction Specifications.

86-1.02 Cost Breakdown

Submit a cost break-down for the contract lump sum items of Path and Plaza Lighting and Parking Lot Lighting, and EV Charging Stations and Electrical Equipment. Cost break-down tables must be submitted to the Engineer for approval within 10 working days after the contract has been approved. Cost break-down tables will be approved, in writing, by the Engineer before any partial payment will be made for the applicable items of planting and irrigation system involved.

Cost break-downs must be completed and furnished in the format shown in the samples of the cost break-downs included in this section. Line item descriptions of work shown in the samples are the minimum to be submitted. You may designate additional line item descriptions of work. If you designate additional line item descriptions of work, the quantity, value and amount for those line items must be completed in the same manner as for the unit descriptions shown in the samples. The line items and quantities given in the samples are to show the manner of preparing the cost break-downs.

Determine the quantities required to complete the work shown on the plans. The quantities and their values must be included in the cost break-downs submitted to the Engineer for approval. You are responsible for the accuracy of the quantities and values used in the cost break-downs submitted for approval.

The sum of the amounts for the line items of work listed in each cost break-down table for Path and Plaza Lighting and Parking Lot Lighting, and EV Charging Stations and Electrical Equipment work must be equal to the contract lump sum price bid for Traffic Signal Modifications and Fiber Optic Signal Interconnect, respectively. Overhead and profit must be included in each individual line item of work listed in a cost break-down table.

^^

CONSTRUCTION DETAILS

APPENDIX A

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____ Project: _____

Address: _____ Acct.No: _____

_____

Contract Summary		
Original Contract Amount:	(1)	
Approved Change Orders through #: _____	(2)	
Quantity Changes (Requires Project Engineer/Inspector verification):	(3)	
Total Contract Amount to Date:	(4)	

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments (Payment through PP#_____)			
Change Order Payments (CCO#_____ through _____)			
Total Earnings			
Less: Retention: (5%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer:	**Senior Engineer:**	**Contractor:**
Date:	**Date:**	**Date:**

Form CC 1 REV: 01/15

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct#: _____

Contrac: _____

_____

PROJECT PAYMENT ESTIMATE

Payment Estimate No: _____

Work Performed Through: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Contract Amount	This Estimate		Previous Estimates		Work Completed		Work Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
TOTALS:					$ -		$ -		$ -		$ -		$ -

FORM CC 2 REV: 5/07

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:
Accompanying Progress Payment # (or Final Payment) _____ have been reviewed and the actual quantities verified.

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
Totals						$ -			$ -			$ -

Contractor Signature **Date**

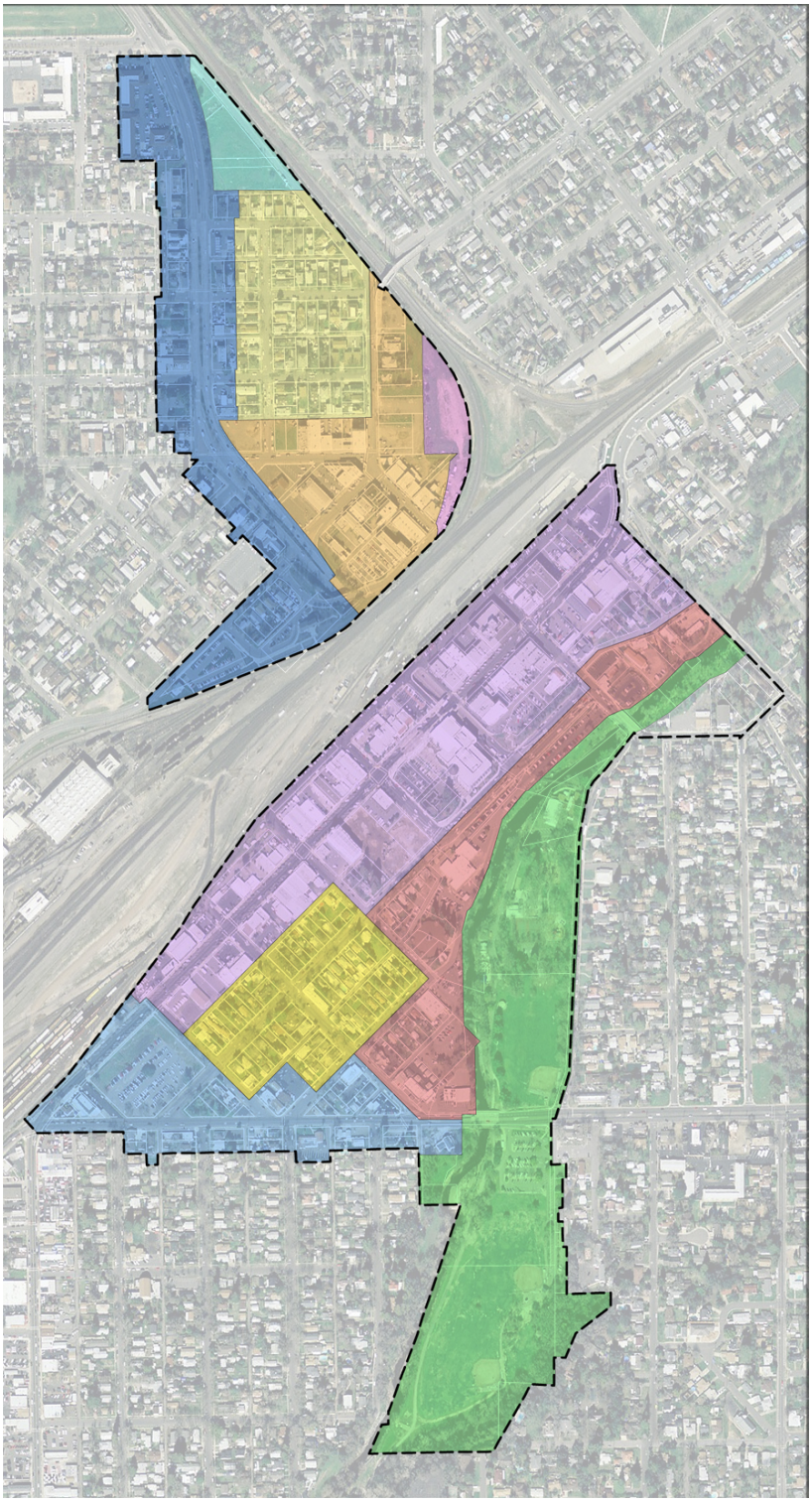
Resident Engineer Signature **Date**

FORM CC 3 REV: 5/07

APPENDIX B

Mitigation Monitoring Program

Downtown Roseville Specific Plan









Prepared by:

EDAW
2022 J Street
Sacramento, CA 95811

March 2009

EDAW | AECOM

Mitigation Monitoring Program

Downtown Roseville Specific Plan









Prepared for:

City of Roseville
Department of Planning
and Redevelopment
311 Vernon Street
Roseville, CA 95678

Attn: Kevin Payne
Assistant Development
Director
916/774-5256

Prepared by:

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2022 J Street
Sacramento, CA 95811

Contact:

John Hope
Project Manager
916/414-5800

March 2009

EDAW | AECOM

P 07110247.01

MITIGATION MONITORING PROGRAM FOR DOWNTOWN ROSEVILLE SPECIFIC PLAN PROJECT

INTRODUCTION

Sections 15091(d) and 15097 of the State Guidelines for the California Environmental Quality Act (CEQA) require public agencies "to adopt a reporting and monitoring program for changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment." A Mitigation Monitoring Program (MMP) is required by the City of Roseville (City) for the Downtown Roseville Specific Plan project because the Final Environmental Impact Report (EIR) for the project identified potentially significant adverse impacts related to construction and implementation activities, and mitigation measures have been identified to mitigate those impacts.

The MMP contained herein is intended to satisfy the requirements of CEQA as it relates to the Downtown Roseville Specific Plan Project EIR. This MMP is intended to be used by City staff and mitigation monitoring personnel to ensure compliance with mitigation measures during implementation of the project. Mitigation measures presented in this MMP were developed during the preparation of the Draft EIR (December 23, 2008) and Final EIR (March 2009) for the project.

The intent of this MMP is to ensure the effective implementation and enforcement of all adopted mitigation measures. The MMP will provide for monitoring of construction activities and in-the-field identification and resolution of environmental concerns that may arise during project implementation. The MMP may be modified by the City during project implementation, as necessary, in response to changing conditions or other refinements.

MITIGATION MONITORING PROGRAM DESCRIPTION

COMPLIANCE

The City will coordinate all monitoring activities and document the implementation of mitigation measures. Unless otherwise specified herein, the City is responsible for taking all actions necessary to implement the mitigation measures according to the specifications provided for each measure, and for demonstrating that the action has been successfully completed. The City, at its discretion, may delegate implementation responsibility or portions thereof to the developer, a licensed contractor, or other designated agent.

The City will coordinate the overall administration of the MMP and will verify that City staff members and/or the construction contractor and other responsible parties have completed the necessary actions for each measure. The table below identifies the mitigation measures adopted in the Final EIR, additional information on the monitoring actions and specific implementing entities, including the responsible parties for monitoring actions, and timing of each mitigation action. In cases where the implementing responsibility is shared between the City and construction contractors, the City will be responsible for ensuring that mitigation requirements are implemented.

FIELD MONITORING OF MITIGATION MEASURES

Prior to the issuance of City-approved construction contracts and applicant-sponsored grading and building permits, and during such time as development plans are being prepared for approval by City staff, the City will be responsible for ensuring compliance with mitigation monitoring applicable to the project design phase.

During construction, the City's Public Works Department will assign inspectors to be responsible for monitoring the implementation of mitigation measures. These inspectors will report to the City's Public Works Department and will be thoroughly familiar with mitigation measures in the MMP. In addition, the inspectors will be familiar

with construction contract requirements, schedules, standard construction practices, and mitigation techniques. The City will be responsible for onsite, day-to-day monitoring of construction activities, reviewing construction plans, and reviewing equipment staging/access plans to ensure conformance with adopted mitigation measures. The City will also have the authority to enforce mitigation measures by suspending specific construction activities.

Once construction has been completed, the City will monitor the project, as necessary.

If any mitigation measures are not being implemented, the City may pursue corrective action. Penalties may include, but are not limited to, the following:

1. Written notification and request for compliance,
2. Withholding of permits,
3. Administrative fines,
4. Stop-work orders,
5. Criminal prosecution and/or administrative fines,
6. Forfeiture of security bonds or other guarantees, and/or
7. Revocation of permits or other entitlements.

Mitigation measures applicable to construction contracts issued by the City (e.g., for parking garages) will be conveyed in contract documents. Failure to comply with these requirements by the construction contractor may also necessitate contract-based penalties.

CHANGES TO MITIGATION MEASURES

Any substantive change to the MMP made by City staff shall be reported in writing to the Planning Department. Modification to any mitigation measures may be made by City staff subject to one of the following findings, documented by evidence included in the record:

a) The mitigation measure included in the Final EIR and the adopted MMP is no longer required because the significant environmental impact identified in the Final EIR has been found to not exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

b) The modified or substitute mitigation measure to be included in the MMP provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Final EIR and the adopted MMP; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the responsible hearing bodies in their decisions on the Final EIR and the proposed project; and the modified or substitute mitigation measures are feasible, and the City, through measures included in the MMP or other City procedures, can ensure their implementation.

Findings and related documentation supporting the findings involving modifications to mitigation measures shall be maintained in the project file with the MMP and shall be made available to the public upon request.

MITIGATION MONITORING PROGRAM

The table presented on the following pages provides the MMP for the Downtown Roseville Specific Plan project. The MMP identifies the following.

Mitigation Measure – This provides the text of the mitigation measure identified in the Final EIR and identifies the mitigation measure according to the number in the Final EIR. The mitigation measures are presented by topic (e.g., air quality) in the same sequence as that presented in the Final EIR.

Implementation – This identifies the entity responsible for complying with the requirements of the mitigation measure and identifies the method and/or process by which the mitigation measure will be implemented.

Timing – This identifies the time frame in which the mitigation will take place.

Reviewing Party – This identifies the party responsible for reviewing and ensuring implementation of each mitigation measure.

Table 1
Downtown Roseville Specific Plan Project Mitigation Monitoring Program

Mitigation Measure	Implementation	Timing	Reviewing Party
Public Services			
4.3-4: Increased Demand for Public School Facilities and Services. The proposed project would generate approximately 23 high school students. To ensure adequate funding is available for high school facilities necessary to accommodate the increase in student population caused by the proposed project, landowners and developers shall pay school mitigation fees in accordance with the City of Roseville Ordinance 2434 before issuance of building permits for construction in the Plan area. Development projects in the Plan area that include only residential land uses shall enter into a Mutual Benefit Agreement (MBA) with school districts serving that area. Implementation of Mitigation Measure 4.3-4 would ensure adequate funding is made available to school districts to pay for construction and operation of new school facilities as needed to serve development. School impact fees are typically an insufficient amount to fund 100% of new school facility construction. However, the California Legislature has declared that the school impact fee is deemed to be full and adequate mitigation under CEQA (Government Code Section 65996). With payment of the state-mandate fees, impacts on school services and facilities would be reduced to a less-than-significant level.	The applicant shall pay school mitigation fees in accordance with the City of Roseville Ordinance 2434	Prior to issuance of building permits	PRD
Geology and Soils			
4.4-3: Seismically-Induced Risks to People and Structures Caused by Landsides. To minimize potential damage from unstable soil (landslides) along Dry Creek, the project applicant shall hire a qualified, licensed geotechnical engineer to map the Dry Creek corridor for clay-rich, weak soils, and high groundwater conditions prior to any construction or grading activities occurring in Dry Creek. Any unstable or hazardous slopes identified during the geotechnical investigation shall be identified by the geotechnical engineer and the geotechnical engineer shall provide recommendations for preventing landslides during project design and/or construction. These measures shall be included in grading permits prior to approval by the City.	The applicant shall hire a qualified, licensed geotechnical engineer to map the Dry Creek corridor for clay-rich, weak soils, and high groundwater conditions The project contractor shall Implement standard engineering requirements The project contractor shall implement all recommendations of the geotechnical investigation	Prior to issuance of grading permit; prior to ground-disturbing construction activities associated with bridges During ground-disturbing construction activities During ground-disturbing construction activities	PWD PWD PWD

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Table 1
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Mitigation Measure	Implementation	Timing	Reviewing Party
Aesthetics			
4.5-3: Impacts from Lighting and Reflective Surfaces. Operation of the golf course at nighttime would require the use of high-powered floodlights mounted on poles approximately 25 to 30 feet high that would be placed near or adjacent to existing residences. Prior to installation of nighttime lighting at the golf course, the City shall coordinate with a company specializing in or expertise with exterior lighting systems for golf courses (e.g., Abacus). Floodlighting used shall consist of a double asymmetric beam distribution that ensures minimum upward light and tight control of light overspill into adjacent areas. The golf course shall be designed to incorporate a line of trees located along the outermost boundary between the golf course and all adjacent residences.	The applicant shall coordinate with a company specializing in or expertise with exterior lighting systems for golf courses The applicant shall design the golf course with double asymmetric beam distribution floodlights The applicant shall design the golf course with a line of trees located along the outermost boundary between the golf course and all adjacent residences	Prior to installation of nighttime lighting at the golf course Prior to operation of the golf course Prior to operation of the golf course	PRD PRD PRD
Traffic and Circulation			
4.6-1: Unacceptable Peak Hour LOS at Signalized Intersections under Existing Plus Project Conditions. The Specific Plan would establish a Pedestrian Overlay District within the Plan area. The Pedestrian Overlay District is would construct physical improvements at intersections in the Plan area to encourage pedestrian activity and increase pedestrian safety. Although three signalized intersections in the study area would operate below LOS C, they would be located in the Pedestrian Overlay District which would make the intersections exempt from the City's LOS C policy. Therefore, the project would result in a less-than-significant impact.	No actions necessary		
4.6-2: Unacceptable p.m. Peak Hour LOS at Signalized Intersections under Cumulative (2020) Plus Project Conditions. The Specific Plan would establish a Pedestrian Overlay District within the Plan area. The Pedestrian Overlay District is would construct physical improvements at intersections in the Plan area to encourage pedestrian activity and increase pedestrian safety. Establishment of a Pedestrian Overlay District would reduce impacts to the Judah Street/Vernon Street and Washington Boulevard/Main Street intersections because it would these intersections exempt from the City's LOS C policy such that the intersections would operate at an acceptable LOS. The following mitigation measures are identified for the significant impacts under the Cumulative (2020) Plus Project scenario at signalized study intersections:			

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Downtown Roseville Specific Plan Project Mitigation Monitoring Program

Mitigation Measure	Implementation	Timing	Reviewing Party
► LOS D at Yosemite Street/Atlantic Street. The addition of project traffic at this intersection under cumulative 2020 conditions would deteriorate operations from LOS C to LOS D. To mitigate project impacts, the southbound right-turn lane could be restriped as a shared left/right-turn lane. With this restriping, the intersection would operate at an acceptable LOS C. The project would be responsible to pay their fair share toward this improvement. This intersection improvement shall be incorporated into the City of Roseville Capital Improvement Program. Incorporating this intersection improvement into the City's Capital Improvement Program would establish a funding mechanism to collect the remaining funds for this improvement (beyond the project's fair share). Therefore, implementation of the ultimate improvement would be guaranteed and the impact is considered less than significant.	The City of Roseville shall incorporate into the City of Roseville Capital Improvement Program the restriping of the southbound right-turn lane at the Yosemite Street/Atlantic Street intersection as a shared left/right-turn lane	As part of approval of the Specific Plan	PRD
► LOS D at Orlando Avenue/Marlin Drive/Cirby Way. The addition of project traffic at this intersection under cumulative 2020 conditions would deteriorate operations from LOS C to LOS D. To mitigate project impacts, the northbound and southbound approaches should be widened to provide one dedicated left-turn lane, one through lane, and one right-turn lane. With these improvements, the intersection phasing could be modified to provide protected left-turn movements, and would operate at an acceptable LOS C. Please note that, given the curvature of Marlin Drive and Orlando Avenue, the creek just north of the intersection, and right-of-way constraints, the identified mitigation may not be feasible. Therefore, this impact is considered significant and unavoidable.	No actions necessary		
► LOS D at Harding Drive/Estates Drive. The addition of project traffic at this intersection under cumulative 2020 conditions would deteriorate operations from LOS C to LOS D. To mitigate project impacts, a dedicated southbound right-turn lane would be needed. With this improvement, the intersection would operate at an acceptable LOS C. The project would be responsible to pay a fair share toward this improvement. Please note that existing development is present on all four quadrants of the intersection, limiting the available right-of-way to implement the improvement which may make the identified mitigation infeasible. Therefore, this impact is considered significant and unavoidable.	No actions necessary		
► LOS E at Sunrise Avenue/Eureka Road. The addition of project traffic at this intersection under cumulative 2020 conditions would deteriorate operations from LOS D to LOS E. To mitigate project impacts, a third eastbound left-turn lane could be added to the intersection. With the	No actions necessary		

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Mitigation Measure	Implementation	Timing	Reviewing Party
improvement, the intersection would operate at LOS D, consistent with the No Project Condition. However, there are potential right-of-way constraints and inherent design complexities of implementing triple left-turn lanes. Therefore, this impact is considered significant and unavoidable.			
4.6-5: Parking. To mitigate parking impacts for the Plan area, the project shall provide an additional 580 parking spaces. This shall be accommodated by providing extra spaces within the three planned parking structures, providing additional public parking spaces (as part of developing and implementing the Parking Management Plan), or require development to provide additional parking (e.g., in-lieu fees).	The City of Roseville shall provide an additional 580 parking spaces in the Plan area	As part of approval of the Specific Plan	PRD
Cultural Resources			
4.7-1: Disturbance of Architectural Resources. Two of the historic-era resources located within the Plan area to appear to be eligible for CRHR listing. These resources include: 316 Vernon Street and 419-425 Vernon Street. The Old Town Roseville area is designated as a historic district at the local level by the City of Roseville. Consequently, it is recommended that any alterations made to these eligible resources be conducted in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and the Design Guidelines for Central Roseville. Generally, under CEQA, a project that complies with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of Interior's Standards for Rehabilitation is considered to have mitigated impacts to a historical resource to a less-than-significant level (State CEQA Guidelines Section 15064.5).	The applicant shall ensure alterations made to buildings at 316 Vernon Street and 419-425 Vernon Street be conducted in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and the Design Guidelines for Central Roseville	Prior to issuance of demolition or building permit	PRD
Development within the Plan area could result in new land uses, infill development, and streetscape improvements. Over the 20-year build-out period for the Specific Plan, future developments within the Plan area could result in impacts to 25 buildings built between 1963 and 1983. These buildings and their locations are listed in Table 4.7-2. Prior to the approval of demolition or building permits that would result in substantial alteration of any of the 15 buildings that will reach 45 years in age by the build-out date, the City shall ensure that an evaluation of significance according to CRHR criteria shall be performed. If the evaluation indicates the property is not eligible for listing in the CRHR, no further action is necessary. If any of these buildings are found to be eligible for listing in the CRHR in conjunction with future evaluations, the	The applicant shall ensure alterations made to 25 buildings built between 1963 and 1983 are evaluated for significance according to CRHR criteria.	Prior to issuance of demolition or building permit	PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
City shall ensure that the proposed development is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties or develop other methods to avoid significant impacts to these properties in consultation with the State Office of Historic Preservation (OHP). This measure would reduce potentially significant impacts to Architectural Resources to a less-than-significant level.			
If it is not feasible to retain an eligible historic resource, prior to demolition, documentation similar to the standards of the Historic American Building Survey (HABS) shall be conducted. A HABS -like recordation would document the site history, construction history, and current appearance of the eligible resource in the context of Roseville's history. The HABS-like recordation shall be completed by an architectural historian who meets the Secretary of the Interior's professional qualifications standards, and an experienced HABS photographer. The final document shall be filed in a local library / repository. Although this type of documentation eliminates one adverse impact of demolition (i.e., loss of historical information) it does not prevent the physical loss of a historically significant resource.	If an evaluation determines any of the 25 buildings built between 1963 and 1983 are found to be eligible for listing in the CRHR, the applicant shall ensure development consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties or develop other methods to avoid significant impacts to these properties in consultation with the State Office of Historic Preservation (OHP)	Prior to issuance of demolition or building permit	PRD
Implementation of the above mitigation measure would reduce impacts related to disturbance of architectural resources. However, the potential loss of a historically significant resource could occur. While implementation of mitigation measure 4.7-1 would lessen project impacts, demolition of a historical resource would be a significant adverse change and, therefore, considered a significant and unavoidable impact.	If retention of an eligible historic resource is considered infeasible, the applicant shall conduct documentation similar to the standards of the Historic American Building Survey (HABS)	Prior to issuance of demolition or building permit	PRD
4.7-2: Disturbance of Potential Subsurface Cultural Deposits. In the event that unrecorded cultural materials are identified during construction-related ground disturbing activities, potentially destructive work in the vicinity of the find shall cease until a qualified archaeologist can determine the significance of the find and, if appropriate, provide recommendations for treatment to the City. Treatment approved by the City shall be implemented prior to resuming ground disturbing activities.	The project contractor shall Suspend construction work if unrecorded cultural materials are identified	During construction-related ground disturbing activities	PRD
4.7-3: Undiscovered / Unrecorded Human Remains. If human remains are discovered at any project construction site during any phase of construction, work within 50 feet of the remains shall be suspended immediately, and the	The project contractor suspend construction work, if human remains are discovered, and	During construction-related ground disturbing activities	PRD

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Table 1
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Mitigation Measure	Implementation	Timing	Reviewing Party
City of Roseville, the project applicant, and the county coroner shall be notified immediately. If the remains are determined by the county coroner to be Native American, the Native American Heritage Commission (NAHC) shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The City or the project applicant shall also retain a professional archaeologist with Native American burial experience who shall conduct a field investigation of the specific site and consult with the Most Likely Descendant (MLD) identified by the NAHC. As necessary, the archaeologist may provide professional assistance to the MLD including the excavation and removal of the human remains. The City or the project applicant shall implement any mitigation before the resumption of activities at the site where the remains were discovered.	notify City of Roseville The City of Roseville shall notify County Coroner if human remains are discovered The City of Roseville shall notify Native American Heritage Commission if human remains are discovered	 During construction-related ground disturbing activities During construction-related ground disturbing activities	 PRD PRD
Hazards and Hazardous Materials			
4.8-1: Exposure of Construction Workers, Residents, and Others to Hazardous Materials. A Health and Safety Plan (HASP) prepared for the construction process, consistent with general industry standards and Occupational Safety and Health Administration (OSHA) requirements, would address the risks to construction personnel and public safety, such that these health and safety risks would be mitigated to an acceptable level. A qualified professional, such as a Certified Industrial Hygienist (CIH), would prepare the HASP to provide guidance for personnel involved in trenching and other excavation work where there is evidence of hydrocarbons or other hazardous materials. The HASP utilized for each construction phase would describe in detail the health and safety guidelines, procedures, and work practices that must be adhered to and the work to be performed, and would also include special details governing certain work, such as working in confined spaces. Should contaminants be found, appropriate measures would be taken to mitigate potential effects related to construction/implementation of the proposed project. This may include excavation of contaminated soils and disposal at an appropriate facility. The potential contaminants of concern are petroleum hydrocarbons and associated chemicals, such as oxygenates and fuel scavengers, and volatile organic carbons (e.g., PCE, TCE).	The project contractor shall prepare site-specific Health and Safety Plan	Prior to grading or construction	PWD

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Mitigation Measure	Implementation	Timing	Reviewing Party
The HASP would address appropriate personal protective equipment (PPE), monitoring to protect on-site workers; and the appropriate level of worker training (e.g., Hazardous Waste Operations and Emergency Response training). Monitoring may include visual and olfactory observation (e.g., soil staining or unusual odors), or air monitoring with hand-held devices (e.g., photo-ionization detector) to detect volatile hydrocarbons. Health-risk based action levels should be identified for various contaminants that would trigger modifications to work practices. Work practice modifications may include the cessation of construction activities until soil or groundwater sampling is performed, or an increase in the level of PPE or worker training. A Sampling and Analysis Plan (SAP) would accompany the HASP to determine if contaminants of concern are present and at what concentrations. The HASP would also address procedures to follow if unknown objects (e.g., USTs, underground piping) are encountered during construction activities. Specialized contractors would be hired to decommission and remove such USTs and perform confirmation sampling as necessary. The implementation of an adequate site-specific HASP would reduce the health risk to construction personnel by these recognized environmental conditions to a less-than-significant level. In addition, the following measures shall apply to construction activities, as appropriate.			
1) The construction contractor shall notify the Roseville Fire Department if evidence of soil or groundwater contamination (e.g., stained soil, unusual odor in groundwater) is encountered during construction activities. Any contaminated areas shall be remediated in accordance with recommendations made by the Fire Department, RWQCB, DTSC, or other appropriate federal, state, or local regulatory agencies.	The project contractor shall notify the Roseville Fire Department if evidence of soil or groundwater contamination is encountered	During construction-related ground disturbing	PRD
	The applicant shall remediate contaminated areas in accordance with recommendations made by the Fire Department, RWQCB, DTSC, or other appropriate federal, state, or local regulatory agencies	Prior to construction-related ground disturbing activities	PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
2) Prior to demolition of any buildings constructed before 1977, the project applicant shall hire a qualified consultant to investigate whether any of these buildings contain lead and/or asbestos-containing materials and lead that could become friable or mobile during demolition activities. If found, the lead and/or asbestos-containing materials shall be removed by an accredited contractor in accordance with EPA and California OSHA standards. In addition, all activities (construction or demolition) in the vicinity of these materials shall comply with California OSHA lead and asbestos worker construction standards. The lead and asbestos-containing materials shall be disposed of properly at an appropriate off-site disposal facility.	The applicant or project contractor shall investigate whether any building constructed before 1977 contain lead and/or asbestos-containing materials and lead that could become friable or mobile during demolition activities	Prior to approval of building or demolition permit	PRD
The City would require contractors to prepare a site-specific HASP for individual projects within the Plan area to address current or historic RECs identified in the Phase I to verify that contractors are aware of site-specific RECs. As an alternative, the City could prepare a Plan-wide programmatic HASP to address all RECs identified in the Plan area, although preparation of the HASP is the ultimate responsibility of the contractor.	The applicant or project contractor shall remove lead and/or asbestos-containing materials by an accredited contractor in accordance with EPA and California OSHA standards	Prior to approval of building or demolition permit	PRD
Biological Resources			
Effects on Special-status Fish Species. The following measures shall be implemented to mitigate adverse effects to special-status fish species potentially resulting from the proposed project. To the extent feasible, the project shall be designed and constructed to avoid and minimize adverse effects to special-status fish species and aquatic habitats within the Specific Plan area. ► Project construction activities within the aquatic habitat of the active creek channel shall be conducted between June 15 and October 15, during the season that migrating chinook salmon and steelhead are not likely to be present. Construction within the riparian habitat along the upper banks of the creek need not be restricted to this timeframe, provided that the following measures (and those described in Section 4.12, Hydrology and Water Quality") are implemented to avoid or minimize sediment runoff into the creek.	The project contractor shall restrict construction activities within the aquatic habitat of the active creek channel to between June 15 and October 15	During construction-related activities	PRD

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Table 1
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Mitigation Measure	Implementation	Timing	Reviewing Party
► Silt fencing shall be placed around the construction areas within the aquatic habitat of the active creek channel. Silt fencing shall protect upstream and downstream areas from any construction related impacts. All construction activities within the aquatic habitat of the active creek channel shall be conducted within the silt fence area. Cofferdams shall be used if construction in a live channel is necessary. To the extent feasible, they shall be designed to maintain an open channel to allow continued movement of aquatic species. If dewatering of a construction area is needed, it shall occur according to a Fish Translocation and Salvage Plan prepared by a qualified biologist.	The project contractor shall place silt fencing around the construction areas within the aquatic habitat of the active creek channel	During construction-related activities	PRD
	The project contractor shall conduct construction activities inside the silt fence area	During construction-related activities	PRD
	The project contractor shall design silt fence to maintain an open channel to allow continued movement of aquatic species	During construction-related activities	PRD
► All outflow from any project-related dewatering that may be necessary when excavating the outfall installation areas shall be filtered and pumped downstream of the construction area.	The project contractor shall filter and pump all outflows downstream of the construction area	During construction-related activities	PRD
► After completion of construction within the aquatic habitat of the active creek channel, all remaining side cast shall be removed from the work area and silt fencing shall be removed.	The project contractor shall remove all remaining side cast and silt fencing	After completion of construction-related activities	PRD
► Revegetation of disturbed areas within the riparian habitat of the active creek channel with native riparian plants shall be accomplished prior to the onset of the winter rains in the year of construction.	The project contractor shall revegetate disturbed areas within the riparian habitat of the active creek channel with native riparian plants	After completion of construction-related activities; Prior to onset of winter rains in the year of construction	PRD
4.9-2: Effects on Valley Elderberry Longhorn Beetles. The following measures shall be implemented to mitigate adverse effects to valley elderberry longhorn beetles potentially resulting from the proposed project. If valley elderberry longhorn beetles are delisted in the future, as has recently been proposed by USFWS (USFWS 2006a), these measures may be amended to conform to any revised USFWS guidelines regarding this species.	The applicant shall design and construct project components to avoid and minimize adverse effects to elderberry shrubs	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
► To the extent feasible, implementation of the project shall be designed and constructed to avoid and minimize adverse effects to elderberry shrubs.			
► Before project construction within the riparian habitat of the active creek channel would begin, focused surveys for elderberry shrubs shall be conducted within the Dry Creek riparian corridor and adjacent municipal parks in and within 100 feet of proposed construction-sites. Such surveys will not be required within areas lacking suitable habitat for elderberry	The applicant shall conduct focused surveys for elderberry shrubs shall be conducted within the Dry Creek riparian corridor and adjacent municipal parks in	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
shrubs (i.e., areas already in residential development).	and within 100 feet of proposed construction-sites		
► Where elderberry shrubs with 1.0 inch or greater stem diameter are found, USFWS conservation guidelines for valley elderberry longhorn beetles shall be followed by establishing a 100-foot buffer around the dripline of such shrubs wherever feasible to completely avoid potential impacts to valley elderberry longhorn beetles (USFWS 1999). All buffers shall be marked with brightly colored flags or fencing and shall be maintained until project construction is complete. Earthmoving activities, herbicide use, and other construction and maintenance activities with potential to impact valley elderberry longhorn beetles and/or their host shrubs would be avoided within these buffer zones. A qualified biologist will provide project contractors and construction crews working in the vicinity of an elderberry shrub buffer zone with a worker-awareness program before such work begins. This program will be used to describe the species, its habits and habitats, its legal status and required protection, and all applicable mitigation measures.	The project contractor shall establish a 100-foot buffer around the dripline of elderberry shrubs wherever feasible with brightly colored flags or fencing The project contractor shall restrict earthmoving activities, herbicide use, and other construction and maintenance activities within the 100-foot buffer zone The project contractor shall hire qualified biologist to provide a worker-awareness program	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel During construction-related ground disturbing activities within the riparian habitat of the active creek channel Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD PRD PRD
► If complete avoidance of shrub buffer zones is not feasible, USFWS shall be consulted. It is anticipated that either a new buffer width would be agreed upon along with additional protections for the safety of the beetles and shrubs, or that shrubs that could not be adequately protected would be transplanted to a protected location before construction would begin, in accordance with established USFWS guidelines (USFWS 1999) and a USFWS-approved mitigation and monitoring plan. Shrubs shall be transplanted to an area protected in perpetuity as habitat for valley elderberry longhorn beetles through a conservation easement or similar mechanism. Replacement mitigation plantings shall also be provided based on USFWS guidelines, which require replacement ratios ranging from 1:1 to 8:1 for lost stems at least 1 inch in diameter, depending on the size of the affected stems. Associated native species will be planted at ratios ranging from 1:1 to 2:1 for each elderberry planting. Transplants and mitigation plantings shall be monitored to ensure that USFWS success criteria are met (i.e., 60 percent survival of elderberry plants and associated riparian plantings). The proponent may elect either 10 years of monitoring, with surveys and reports to USFWS every year; or 15 years of monitoring, with surveys and reports on years 1, 2, 3, 5, 7, 10, and 15. The mitigation and monitoring plan shall describe both short- and long-term maintenance and management of the mitigation site; and specify remedial measures to be	The applicant shall consult with USFWS If complete avoidance of elderberry shrub buffer zones is not feasible The applicant shall implement measures as determined through consultation with USFWS	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
undertaken if mitigation success criteria are not met. Long-term management of mitigation lands shall be ensured by establishing a management endowment or other suitable funding source. The mitigation shall be implemented in a preserved portion of the project site in Dry Creek's riparian corridor, elsewhere within the Dry Creek watershed, or in suitable habitat elsewhere in Placer County or an adjacent county. If mitigation occurs off-site, it shall be at a location that would provide at least equal-quality habitat for valley elderberry beetles as the project site after implementation of the mitigation.			
4.9-3: Effects on Raptors and Special-status Birds. The following measures shall be implemented to mitigate adverse effects to raptors and special-status birds potentially resulting from the proposed project.	The project contractor shall restrict vegetation removal and grading activities to between September 1 to February 28	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
► Potential disturbance of nesting special-status birds and raptors shall be reduced by limiting vegetation removal and grading to the non-breeding season (generally September 1 to February 28) to the extent feasible.			
► To avoid nest disturbance and a potential reduction in fledging success resulting from construction activities within the riparian habitat of the active creek channel and during the breeding season (March 1 to August 31), focused surveys for raptors and special-status birds would be conducted by a qualified biologist no more than 15 days prior to the beginning of construction. Surveys for raptors and special-status birds would include suitable nesting habitat within 500 feet of construction areas. If no active nests are found, no further measures would be needed.	The project contractor shall conduct focused surveys for raptors and special-status birds would be conducted by a qualified biologist during the breeding season	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
► If active raptor or special-status bird nests are found, impacts would be avoided by the establishment of appropriate buffers and/or nest monitoring by a qualified biologist. The size of the buffer would be determined by a qualified biologist and may vary, depending on the species biology, location, nest stage, and specific construction activities to be performed while the nest is active. A qualified biologist shall monitor active nests to determine when the young have fledged and are feeding on their own, or the nest has failed. No construction activities would occur within a buffer zone until a qualified biologist confirms that the nest is no longer active.	If focused surveys find active raptor or special-status bird nests, the project contractor shall establish appropriate buffers as determined by a qualified biologist and/or conduct nest monitoring by a qualified biologist	During construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
	The project contractor shall restrict construction activities inside buffer zone until a qualified biologist confirms that the nest is no longer active	During construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD

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Table 1
Downtown Roseville Specific Plan Project Mitigation Monitoring Program

Mitigation Measure	Implementation	Timing	Reviewing Party
4.9-6: Jurisdictional Waters and Sensitive Natural Communities. The following measures shall be implemented to mitigate adverse effects to jurisdictional waters and sensitive habitats potentially resulting from the proposed project. ► To the extent feasible, the project shall be designed and constructed to avoid and minimize adverse effects to jurisdictional waters of the United States and riparian habitat within the Specific Plan area. Bioengineering bank stabilization techniques shall be used to the extent feasible and the installation of hardscape within jurisdictional waters of the United States shall be minimized to the greatest extent feasible to achieve the overall project objectives.	The applicant shall design and construct project components to avoid and minimize adverse effects to jurisdictional waters of the United States and riparian habitat	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
► Wherever possible, riparian woodland habitat shall be avoided and preserved; the connectivity of the Dry Creek riparian corridor shall be maintained and enhanced. Areas of riparian woodland to remain undisturbed shall be clearly marked for avoidance during construction by methods such as fencing of flagging and construction personnel shall be educated about the need to avoid adverse effects on this resource.	The applicant shall avoid and preserve riparian woodland habitat The applicant shall maintain and enhance the connectivity of the Dry Creek riparian corridor The project contractor shall mark areas of riparian woodland with fencing or flagging The project contractor shall avoid construction activities inside areas of riparian woodland	During construction-related ground disturbing activities within the riparian habitat of the active creek channel During construction-related ground disturbing activities within the riparian habitat of the active creek channel During construction-related ground disturbing activities within the riparian habitat of the active creek channel During construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD PRD PRD PRD
► The project shall incorporate restoration and enhancement of the riparian corridor into the final design plans and construction specifications. Loose rock and concrete debris along the creek banks shall be removed as appropriate. The riparian corridor along the creek channel shall be enhanced by the planting of native shrub, tree, and understory species to	The applicant shall design and construct project components to incorporate restoration and enhancement of the riparian corridor	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
	The project contractor shall remove Loose rock and concrete debris along the creek banks	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
	The project contractor shall enhance the riparian corridor along the creek channel by planting of native shrub, tree, and understory species	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
► Before any ground disturbing activities begin within the aquatic or riparian habitat of the active creek channel, a qualified biologist shall map potential waters of the United States as part of a formal delineation of waters of the United States and shall identify all riparian habitat that could be affected by the project. The findings shall be documented in a detailed report and submitted to the USACE for verification as part of the formal Section 404 wetland delineation process. If there would be unavoidable effects under USACE jurisdiction, the Section 404 process shall be completed and the acreage of affected jurisdictional habitat shall be replaced and/or rehabilitated. The acreage of jurisdictional wetland affected shall be replaced on a "no-net-loss" basis is accordance with USACE regulations. Habitat restoration, rehabilitation, and/or replacement shall be at a location and by feasible methods agreeable to USACE. All minimization and compensation measures adopted through the permitting process shall be implemented.	The applicant shall prepare formal delineation map of potential waters of the United States and identify all riparian habitat that could be affected by a qualified biologist	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
	The applicant shall submit findings to USACE for verification as part of the formal Section 404 wetland delineation process	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
► Approval by the RWQCB, as determined during the Section 401 and Section 404 permitting processes, shall be required. All mitigation requirements determined through this process shall be implemented before any ground disturbing activities begin.	The applicant shall acquire approval from the RWQCB and implement all requirements of approval	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
► If there would be unavoidable effects to habitats under DFG jurisdiction, a streambed alteration agreement shall be obtained and affected habitat shall be replaced and/or rehabilitated. Because project implementation could result change to the natural flow and/or bed and bank of Dry Creek, the project could require a Section 1602 streambed alteration agreement from DFG. If complete avoidance of indentified riparian habitat is not feasible, the acreage of riparian habitat that would be removed shall be replaced or rehabilitated on a "no-net-loss" basis in accordance with DFG regulations	The applicant shall obtain streambed alteration agreement, if there would be unavoidable effects to habitats under DFG jurisdiction.	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD

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and as specified in the streambed alteration agreement, if needed. Habitat restoration, rehabilitation, and/or replacement shall be at a location and by feasible methods agreeable to DFG. All minimization and compensation measures adopted through the permitting process shall be implemented.	The applicant shall replace or rehabilitate affected habitat on a "no-net-loss" basis in accordance with DFG regulations and as specified in the streambed alteration agreement	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
4.9-8: Protected Trees. The following measures shall be implemented to mitigate adverse effects to protected trees potentially resulting from the proposed project. Tree removal shall be avoided unless 1) necessary for project construction, 2) identified as safety hazards in a Certified Arborist Tree Survey and located in existing or planned public access areas (e.g., streets, trails), or 3) if exotic invasive species (e.g., tree of heaven). In the Dry Creek riparian corridor, snags, dead wood and branches on live trees, and fallen branches shall be retained to the maximum extent possible due to the important habitat functions that they provide for wildlife.	The applicant shall avoid tree removal to the maximum extent possible	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
► Based on final approved project plans, the project applicant shall determine where protected trees are present within areas proposed for construction and shall identify trees for avoidance or removal.	The applicant shall determine where protected trees are present within areas proposed for construction and shall identify trees for avoidance or removal	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
► A Tree Preservation Plan shall be prepared for the protected trees within the Plan area that shall be avoided by the project to ensure that they are adequately protected during construction activities. A Certified Arborist shall prepare a Tree Preservation Plan in accordance with the Title 19 Article IV of the Roseville Municipal Code, which shall contain detailed recommendations for tree preservation and removal based on construction and grading plans. The Tree Preservation Plan shall address each tree potentially affected by construction and recommend preservation or removal based on its suitability for preservation, proximity to construction activities, and ability to tolerate impacts. The Tree Preservation Plan shall also include general preservation and construction guidelines to assist in the protection of trees within or near the grading limits or near construction zones. The Tree Preservation Plan shall include recommendations for specific protective measures for trees before, during, and after construction to reduce impacts to trees from development and maintain their health throughout the construction process. The Tree Preservation Plan shall be prepared using information in a Tree Survey and Assessment or similar report including information on each tree's species, size, location,	The applicant shall prepare a Tree Preservation Plan, by a Certified Arborist and in accordance with the Title 19 Article IV of the Roseville Municipal Code	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
	The applicant shall submit the Tree Preservation Plan to the City of Roseville for review and approval	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD

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condition, and suitability for preservation.			
► Where the removal of protected oaks is deemed necessary, the loss shall be mitigated according to Section 19.66.070 of the Roseville Municipal Code which requires that the replacement be calculated based upon an inch-for-inch replacement of the diameter at breast height of the tree removed. Mitigation trees shall be planted at appropriate sites and with appropriate maintenance to ensure their long-term self-sustaining survival. Where possible, mitigation oaks will be planted in canopy gaps along Dry Creek's riparian corridor within the Plan area, or elsewhere within the City of Roseville. A performance standard of 80 percent of the established mitigation trees shall be met after 5 years. The mitigation trees shall not be dependent upon significant maintenance measures within the last 2 years of monitoring, including supplemental irrigation and staking. Alternatively, an in-lieu fee payment can be made to the City of Roseville Native Oak Tree Propagation Fund, which is calculated per inch based on the diameter at breast height of the tree removed.	The applicant shall mitigate loss of protected trees according to Section 19.66.070 of the Roseville Municipal Code	Prior to construction-related ground disturbing activities within the riparian habitat of the active creek channel	PRD
Air Quality			
4.10-1: Generation of Short-term Construction-Related Emissions of Criteria Air Pollutants and Precursors. In accordance with the PCAPCD, the applicant shall comply with all applicable rules and regulations as listed above (e.g., Rule 202, 218 and 228). In addition, the following mitigation measures shall be implemented to reduce short-term construction-related air quality impacts. In addition, dust control measures are required to be implemented by all projects in accordance with the City of Roseville Grading Ordinance, and the PCAPCD Fugitive Dust Rule 228. 1. The applicant shall submit to PCAPCD a Construction Emission / Dust Control Plan within 30 days prior to groundbreaking. If the PCAPCD does not respond within 20 days, the plan shall be considered approved. The plan must address the minimum requirements found in section 300 and 400 of District Rule 228, Fugitive Dust (www.placer.ca.gov/airpollution/airpolut.htm). The applicant shall keep a hard or electronic copy of Rule 228, Fugitive Dust on-site for reference.	The project contractor shall submit a Construction Emission / Dust Control Plan to PCAPCD for review and approval	30 days prior to construction-related ground disturbing activities	PRD

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2. The Construction Emission/Dust Control Plan shall include a comprehensive inventory (i.e. make, model, year, emission rating) of all heavy-duty off-road equipment (50 horsepower (HP) of greater) that will be used an aggregate of 40 or more hours for the construction project. The project representative shall provide PCAPCD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. The plan shall demonstrate that the heavy-duty (> 50 HP) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20% NOX reduction and 45% particulate reduction compared to the most recent ARB fleet average. PCAPCD shall be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. Contractors can access the Sacramento Metropolitan Air Quality Management District's web site to determine if their off-road fleet meets the requirements listed in this measure (http://www.airquality.org/ceqa/Construction_Mitigation_Calculator.xls).	The project contractor shall prepare a Construction Emission/ Dust Control Plan that includes a comprehensive inventory list of f all heavy-duty off-road equipment that will be used an aggregate of 40 or more hours for the construction project The project contractor shall prepare a Construction Emission/ Dust Control Plan that includes anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman The project contractor shall prepare a Construction Emission / Dust Control Plan that demonstrates that the heavy-duty (> 50 HP) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20% NOX reduction and 45% particulate reduction compared to the most recent ARB fleet average	30 days prior to construction-related ground disturbing activities 30 days prior to construction-related ground disturbing activities 30 days prior to construction-related ground disturbing activities	PRD PRD PRD
3. Clean earth moving construction equipment with water or sweep clean, once per day, or as necessary (e.g., when moving onsite), consistent with National Pollutant Discharge Elimination System Best Management Practices, local ordinances, and municipal codes. Water shall be applied to control dust as needed to prevent dust impacts offsite. Operational water truck(s), shall be on-site, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned, as needed, to prevent dust, silt, mud, and dirt from being released or tracked off-site.	The project contractor shall clean earth moving construction equipment with water or sweep clean, once per day, or as necessary (e.g., when moving onsite), consistent with National Pollutant Discharge Elimination System Best Management Practices, local ordinances, and municipal codes	During construction-related ground disturbing activities	PRD

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	The project contractor shall apply water to control dust as needed to prevent dust impacts offsite	During construction-related ground disturbing activities	PRD
4. Spread soil binders on unpaved roads and employee/equipment parking areas. Soil binders shall be non-toxic in accordance with state and local regulations. Apply approved chemical soil stabilizers, or vegetated mats, etc. according to manufacturers' specifications, to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).	The project contractor shall spread soil binders on unpaved roads and employee/equipment parking areas	During construction-related ground disturbing activities	PRD
5. Minimize diesel idling time to a maximum of 10 minutes.	The project contractor shall minimize diesel idling time to a maximum of 10 minutes	During construction-related ground disturbing activities	PRD
6. Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators, if feasible.	The project contractor shall utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators, if feasible	During construction-related ground disturbing activities	PRD
7. Measures specific to 20+ acre project sites:	The project contractor shall hold a pre-construction meeting to review the construction emission/dust control plan	Prior to construction-related ground disturbing activities	PRD
► A pre-construction meeting shall be held to review the construction emission/dust control plan for projects requiring grading of 20+ acres. PCAPCD shall be notified and may attend.			
► The applicant shall comply with PCAPCD Fugitive Dust Rule 228; including suspending grading operations when conditions exceed designated wind speeds, and executing proper control of lime or other drying agents.	The project contractor shall comply with PCAPCD Fugitive Dust Rule 228	During construction-related ground disturbing activities	PRD
	The project contractor shall perform a Visible Emissions Evaluations, by an ARB-certified representative, routinely (i.e., once per week) to evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement	During construction-related ground disturbing activities	PRD
► An applicant representative, ARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely (i.e., once per week) evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement for projects grading	The project contractor shall comply with PCAPCD Visible Emissions Rule 202	During construction-related ground disturbing activities	PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
more than 20 acres in size, regardless of how many acres are to be disturbed daily.			
► Construction equipment exhaust emissions shall not exceed the PCAPCD Visible Emissions Rule 202. Fugitive dust is not to exceed 40% opacity and not go beyond property boundary at any time. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified and the equipment must be repaired within 72 hours.	The project contractor shall notify PCAPCD if Operators of vehicles and equipment found to exceed opacity limits	During construction-related ground disturbing activities	PRD
4.10-2: Generation of Long-Term Operation-Related (Regional) Emissions of Criteria Air Pollutants and Ozone Precursors. The following is a list of mitigation measures developed by PCAPCD to reduce long-term operational impacts to local and regional air quality. Due to the severe nonattainment designation in western Placer County for federal standards, all projects should implement those measures that are logical and feasible.	The applicant shall design projects to exceed California Title 24 energy requirements	Prior to issuance of building permit	PRD
1. Exceed California Title 24 2008 energy efficiency standards by a minimum of 10%. Areas of Title 24 to be exceeded (e.g., insulation, appliances, and fixtures) shall be determined by the applicant and the City.			
2. All truck loading and unloading docks shall be equipped with one 110/208-volt power outlet for every two-dock door. Diesel trucks shall be prohibited from idling more than five minutes and must be required to connect to the 110/208-volt power to run any auxiliary equipment. Signage shall be provided.	The applicant shall equip all truck loading and unloading docks with one 110/208-volt power outlet for every two-dock door	During project operation	PRD
	The applicant shall prohibit diesel trucks from idling more than five minutes and require diesel trucks to connect to the 110/208-volt power to run any auxiliary equipment	Prior to issuance of building permit	PRD
3. Install a gas outlet in all outdoor recreational fire pits, and permanently installed cooking appliances.	The applicant shall install a gas outlet in all outdoor recreational fire pits, and permanently installed cooking appliances	Prior to issuance of building permit	PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
4. Only natural gas fireplace appliances are permitted. Where propane or natural gas service is not available, only EPA Phase II certified wood-burning devices shall be allowed in single-family residences. The emission potential from each residence shall not exceed 7.5 grams per hour. Wood-burning or Pellet appliances shall not be permitted in multi-family developments.	The applicant shall allow only natural gas fireplace appliances	Prior to issuance of building permit	PRD
	Where propane or natural gas service is not available, the applicant shall allow only EPA Phase II certified wood-burning devices	Prior to issuance of building permit	PRD
	The applicant shall prohibit wood-burning or pellet appliances in multi-family developments.	Prior to issuance of building permit	PRD
5. Where feasible, install solar electric generation systems. Recommend participation in Roseville Electric incentive programs for energy-efficient development.	The applicant shall install solar electric generation systems, where feasible	Prior to issuance of building permit	PRD
4.10-3: Exposure of Sensitive Receptors to Toxic Air Contaminant Emissions. The following mitigation measures shall be implemented to reduce the exposure of sensitive receptors to TACs: ► All proposed homes in the Plan area shall be equipped with filter systems with high Minimum Efficiency Reporting Value (MERV) for removal of small particles (such as 0.3 micron) at all air intake points to the home. All proposed dwelling units shall be constructed with mechanical ventilation systems which would allow occupants to keep windows and doors closed and allow for the introduction of fresh outside air, without the requirement of open windows.	The applicant shall equip homes with filter systems with high Minimum Efficiency Reporting Value (MERV) for removal of small particles (such as 0.3 micron) at all air intake points to the home	Prior to issuance of building permit	PRD
► Proposed commercial uses that have the potential to emit TACs (e.g., diesel-fueled engines) shall be located as far away as possible from existing and proposed receptors.	The applicant shall locate commercial uses that have the potential to emit TACs (e.g., diesel-fueled engines) as far away as possible from existing and proposed receptors	Prior to approval of use permit	PRD
► Proponents of projects with a residential component shall provide disclosure to future residents advising them of the proximity to the JR Davis Rail Yard and associated health risk impacts.	The applicant shall disclose future residents advising them of the proximity to the JR Davis Rail Yard and associated health risk impacts	Prior to issuance of building permit	PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
► When determining the exact type of facility that would occupy the proposed commercial space, the project shall take into consideration its toxic-producing potential.	The applicant shall take into consideration its toxic-producing potential of proposed commercial space	Prior to approval of use permit	PRD
► Proposed facilities that would require the long-term use of diesel equipment and heavy-duty trucks shall develop a plan to reduce emissions, which may include such measures as scheduling such activities when the residential uses are the least occupied, and requiring such equipment to be shut off when not in use and prohibiting heavy-trucks from idling.	The applicant shall prepare and submit plan to reduce emissions to the City of Roseville for review and approval	Prior to issuance of building permit	PRD
► To the extent feasible, sensitive receptors shall be located as far away from the UPRR maintenance facility as possible.	The applicant shall locate sensitive receptors as far away from the UPRR maintenance facility as possible	Prior to approval of use permit	PRD
► Implement Mitigation Measure 4.10-2-2, described above, with respect to electrification of commercial loading dock areas to reduce emissions associated with truck idling.	The applicant shall equip all truck loading and unloading docks with one 110/208-volt power outlet for every two-dock door	Prior to issuance of building permit	PRD
4.10-5: Exposure of Sensitive Receptors to Odors. Implementation of Mitigation Measure 4.10-3 to reduce indoor exposure to TACs would also result in a reduction in the intensity of offensive odors from the surrounding odor sources. In addition, the applicant shall require all businesses that occupy the property to install odor-controls as necessary to prevent a substantial dispersion of odors to adjacent residential areas.	The applicant shall install odor-controls as necessary to prevent a substantial dispersion of odors to adjacent residential areas	During project operation	PRD
Noise			
4.11-1: Short-Term Construction-Generated Noise Levels. Although impacts related to short-term construction-generated noise were considered to be less than significant with implementation of the project, the following mitigation is provided to ensure impacts remain at a less-than-significant level. Construction contractors shall implement the following measures during construction activities.	The project contractor shall maintain construction equipment per manufacturers' specifications and fitted with the best available noise suppression devices (i.e., mufflers, silencers, wraps, etc)	During construction activities	PRD
► Construction equipment shall be properly maintained per manufacturers' specifications and fitted with the best available noise suppression devices (i.e., mufflers, silencers, wraps, etc). Shroud or shield all impact tools, and muffle or shield all intake and exhaust ports on power equipment.	The project contractor shall Shroud or shield all impact tools, and muffle or shield all intake and exhaust ports on power equipment	During construction activities	PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
► Construction operations and related activities associated with the proposed project shall comply with the operational hours outlined in the City of Roseville Municipal Code Noise Ordinance; construction operations shall be limited to between the hours of 7 a.m. and 7 p.m. Monday through Friday and between 8 a.m. and 8 p.m. Saturday and Sunday.	The project contractor shall comply with the operational hours outlined in the City of Roseville Municipal Code Noise Ordinance	During construction activities	PRD
	The project contractor shall restrict construction activities to between the hours of 7 a.m. and 7 p.m. Monday through Friday and between 8 a.m. and 8 p.m. Saturday and Sunday	During construction activities	PRD
► Construction equipment should not be idled for extended periods of time in the vicinity of noise-sensitive receptors.	The project contractor shall restrict construction equipment from idling for extended periods of time in the vicinity of noise-sensitive receptors	During construction activities	PRD
► Locate fixed and/or stationary equipment as far as possible from noise sensitive receptors (e.g., generators, compressors, rock crushers, cement mixers). Shroud or shield all impact tools, and muffle or shield all intake and exhaust ports on powered construction equipment.	The project contractor shall locate fixed and/or stationary equipment as far as possible from noise sensitive receptors (e.g., generators, compressors, rock crushers, cement mixers).	During construction activities	PRD
	The project contractor shall shroud or shield all impact tools, and muffle or shield all intake and exhaust ports on powered construction equipment.	During construction activities	PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
► Where feasible, temporary barriers shall be placed as close to the noise source or as close to the receptor as possible and break the line of sight between the source and receptor where modeled levels exceed applicable standards. Acoustical barriers shall be constructed material having a minimum surface weight of 2 pounds per square foot or greater, and a demonstrated Sound Transmission Class (STC) rating of 25 or greater as defined by American Society for Testing and Materials (ASTM) Test Method E90. Placement, orientation, size, and density of acoustical barriers shall be specified by a qualified acoustical consultant.	The project contractor shall place temporary barriers as close to the noise source or as close to the receptor as possible and break the line of sight between the source and receptor where modeled levels exceed applicable standards	During construction activities	PRD
	The project contractor shall construct acoustical barriers, as needed, with material having a minimum surface weight of 2 pounds per square foot or greater, and a demonstrated Sound Transmission Class (STC) rating of 25 or greater as defined by American Society for Testing and Materials (ASTM) Test Method E90	During construction activities	PRD
	The project contractor shall acquire expertise of qualified acoustical consultant for placement, orientation, size, and density of acoustical barriers, as needed	During construction activities	PRD
4.11-3: Long-Term Operational Stationary Source Noise Levels. Project applicant(s) for industrial and commercial/office land uses shall implement the following measures to reduce exposure of sensitive receptors to excessive noise levels from future stationary sources.	The applicant shall determine if the proposed use would likely generate noise levels adversely affecting the adjacent noise-sensitive uses	Prior to issuance of use permit	PRD
1. Industrial and Commercial/Office Land Uses. Where these land uses adjoin common property lines with noise-sensitive uses, the following mitigation measures shall be incorporated into the project design to reduce noise exposure from future stationary sources. a. During project review the City's Planning Department shall determine if the proposed use would likely generate noise levels adversely affecting the adjacent noise-sensitive uses. If a proposed project has the potential to generate or expose noise-sensitive uses to noise levels	The applicant shall prepare a site-specific acoustical analysis, If a proposed project has the potential to generate or expose noise-sensitive uses to noise levels exceeding the City of Roseville noise standards or result in a substantial (3 dB or greater)	Prior to issuance of use permit	PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
exceeding the City of Roseville noise standards (Tables 4.11-4 through 4.11-6) or result in a substantial (3 dB or greater) permanent increase in ambient noise levels, the project applicant shall prepare a site-specific acoustical analysis. The acoustical analysis shall be conducted in accordance with the City of Roseville General Plan requirements shown in Table 4.11-5.	permanent increase in ambient noise levels		
b. Loading and unloading areas shall be located so that commercial buildings shield nearby residential land uses from noise generated by loading dock and delivery activities. If necessary, additional sound barriers shall be constructed on the commercial sites to protect nearby noise-sensitive uses.	The applicant shall locate loading and unloading areas so that commercial buildings shield nearby residential land uses from noise generated by loading dock and delivery activities	Prior to issuance of use permit	PRD
c. Loading dock activity and delivery truck activity at the commercial uses developed on the project site shall only occur during the daytime hours of 7 a.m. to 10 p.m., in order to prevent evening and nighttime sleep disturbance at nearby residential land uses.	The applicant shall restrict loading dock activity and delivery truck activity at the commercial uses to only occur during the daytime hours of 7 a.m. to 10 p.m.	During project operation	PRD
d. All commercial HVAC machinery shall be located within mechanical equipment rooms wherever possible. Equipment manufacturer's specifications for venting and access to outside air shall be maintained.	The applicant shall locate all commercial HVAC machinery within mechanical equipment rooms wherever possible	Prior to issuance of use permit	PRD
	The applicant shall maintain equipment manufacturer's specifications for venting and access to outside air	During project operation	PRD
e. Localized noise barriers or rooftop parapets shall be constructed around the HVAC, cooling towers, and mechanical equipment so that line-of-site to the noise source from the property line of the noise-sensitive receptors is blocked. Equipment manufacturer's specifications for venting and access to outside air shall be maintained.	The applicant shall construct localized noise barriers or rooftop parapets around the HVAC, cooling towers, and mechanical equipment	Prior to issuance of use permit	PRD

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Mitigation Measure	Implementation	Timing	Reviewing Party
f. Property maintenance activities at commercial and office uses shall be restricted to daytime hours between 8 a.m. and 9 p.m.	The applicant shall restrict maintenance activities at commercial and office uses to daytime hours between 8 a.m. and 9 p.m.	During project operation	PRD
g. The owner or developer of any mixed-use building containing residential units shall provide written notice to all future residents, occupants, and users that the surrounding area may be subject to levels of noise associated with commercial uses at higher levels than would be expected in residential areas.	The applicant shall provide notice to all future residents, occupants, and users that the surrounding area	Prior to issuance of occupancy permit	PRD
Project applicant(s) for parking structures shall implement the following measures to reduce exposure of sensitive receptors to excessive noise levels from future stationary sources.	The applicant shall orientate parking structures so that nearby noise-sensitive receptors would be shielded from all on-site circulation routes	Prior to issuance of use permit	PRD
2. Parking Structures. Parking structures located in the immediate vicinity of noise-sensitive land uses shall include the following mitigation measures.			
a. Orientate parking structures so that nearby noise-sensitive receptors would be shielded from all on-site circulation routes (entrances, exits, and internal routes). If maintaining visibility is required transparent acoustical screens shall be installed on openings with direct line-of-sight to noise-sensitive receptors.			
b. Parking structures driveways and entrances shall be located so that the structure serves as a barrier to nearby noise-sensitive receptors.	The applicant shall locate parking structures driveways and entrances to act as a barrier to nearby noise-sensitive receptors	Prior to issuance of use permit	PRD
c. Interior reflective surfaces (i.e., ceilings), exposing nearby noise-sensitive receptors to elevated noise levels shall have an acoustically absorptive treatment, such as spray-in cellulose applied.	The applicant shall apply acoustically absorptive treatment to interior reflective surfaces	Prior to issuance of building permit	PRD
d. Parking structure capacity shall be limited during more sensitive evening and nighttime hours (7 p.m. to 7 a.m.). (i.e., 50% capacity from 7 p.m. to 10 p.m., 30% capacity from 10 p.m. to 7 a.m.).	The City of Roseville shall limit parking structure capacity during more sensitive evening and nighttime hours	During project operation	PRD

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e. To ensure compliance, further analysis of on-site noise generation from the proposed parking structures shall be conducted when tentative maps become available.	The City of Roseville shall conduct noise analysis of on-site noise generation from the proposed parking structures	During project operation	PRD
4.11-4: Land Use Compatibility of On-site Sensitive Receptors with Future Traffic Noise Levels. Project applicant(s) shall implement the following measures to substantially reduce the exposure of sensitive receptors to excessive roadway traffic noise levels.	The applicant shall determine if the proposed land use would potentially be exposed to noise levels exceeding the City's noise level standards	Prior to issuance of use permit	PRD
► During project review, the City's planning staff shall determine if the proposed land use would potentially be exposed to noise levels exceeding the City's noise level standards. If a proposed project has the potential to generate or be exposed to noise levels exceeding the City of Roseville noise standards (refer to Tables 4.11-4 through 4.11-6) or result in a substantial permanent increase in ambient noise levels (3 dB or greater), the project applicant shall prepare a site-specific acoustical analysis. The acoustical analysis shall be conducted in accordance with the City of Roseville General Plan requirements shown in Table 4.11-5.	The applicant shall prepare a site-specific acoustical analysis, if a proposed project has the potential to generate or expose noise-sensitive uses to noise levels exceeding the City of Roseville noise standards or result in a substantial (3 dB or greater) permanent increase in ambient noise levels	Prior to issuance of use permit	PRD
► Disclose all transportation noise (i.e., roadway, railway, race track), vibration levels, and their meanings to purchasers and/or renters prior to contract or title transfer for residential property within the Plan area.	The applicant shall disclose all transportation noise (i.e., roadway, railway, race track), vibration levels, and their meanings to purchasers and/or renters prior to contract or title transfer for residential property	Prior to issuance of use permit	PRD
► Incorporate site specific design considerations to reduce exterior noise exposure levels. Site design shall include the following measures as applicable to the project-specific site and when feasible: • Common outdoor activity areas, such as play structures, swimming pools, or other outdoor congregation areas included in multi-family residential and/or mixed-use developments shall be located such that the building(s) serve as a sound barrier to the nearest predominant noise source. • Distances between noise sources and noise-sensitive uses shall be maximized through the use of noise buffers/setbacks. Setback areas can	The applicant shall incorporate site specific design considerations to reduce exterior noise exposure levels	Prior to issuance of use permit	PRD

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take the form of open space, frontage roads, recreational areas, storage yards, or other City approved setback. • Noise barriers shall be constructed to provide shielding of noise-sensitive uses and outdoor activity areas. Barriers may include manmade walls, earthen berms, a combination of walls and berms, and other structures breaking line of sight from noise source to receptor. Barriers shall be located in close proximity to either the noise source or the sensitive receptor. • A site specific acoustical analysis shall be performed consistent with Table 4.11-5, and determine effectiveness of various site design measures based on specific construction plans.	The applicant shall conduct site-specific acoustical analysis to determine effectiveness of various site design measures based on specific construction plans	Prior to issuance of use permit	PRD
4.11-5: Land Use Compatibility of On-site Sensitive Receptors with Future Railroad Noise Levels. Implement mitigation measure 4.11-4 to reduce the exposure of sensitive receptors (i.e., residential, mixed-use development) to significant noise associated with future railroad and rail yard operations.	The applicant shall conduct actions listed above for 4.11-4: Land Use Compatibility of On-site Sensitive Receptors with Future Traffic Noise Levels	Prior to issuance of use permit	PRD
4.11-6: Future Interior Noise Levels at On-site Sensitive Receptors. Project applicant(s) shall implement the following measures for all noise-sensitive land uses with direct exposure to roadways, parking areas, and railways and exterior noise levels greater than 70 dB Ldn: ► All residential uses shall be constructed with air conditioning and mechanical ventilation systems that allow for windows and doors to remain closed and achieve acoustical isolation from traffic and railroad noise. The systems shall allow for the introduction of fresh outside air, without the requirement of open windows. Access to outside air shall be automatically controlled to prevent unintentionally flowing seasonally hot or cold into conditioned space.	The applicant shall construct residential uses with air conditioning and mechanical ventilation systems that allow for windows and doors to remain closed and achieve acoustical isolation from traffic and railroad noise	Prior to issuance of building permit	PRD
► Attic vents direct exposure to elevated noise levels shall be acoustically baffled, containing at least one 90 degree obstruction to the flow of air. The baffle shall be fitted with an acoustically absorbent liner.	The applicant shall acoustically baffle attic vents	Prior to issuance of building permit	PRD
► Exterior walls shall be constructed of a three-coat stucco or wood siding with an exterior underlayment or sound board.	The applicant shall construct exterior walls shall be constructed of a three-coat stucco	Prior to issuance of building permit	PRD

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Downtown Roseville Specific Plan Project Mitigation Monitoring Program

Mitigation Measure	Implementation	Timing	Reviewing Party
	or wood siding with an exterior underlayment or sound board		
► All residential windows and doors with direct exposure to elevated noise levels shall be required to meet a minimum STC rating of 34.	The applicant shall design residential windows and doors with direct exposure to elevated noise levels to meet a minimum STC rating of 34	Prior to issuance of building permit	PRD
► Windows and sliding glass doors shall be mounted in low infiltration rate frames (0.5 cubic feet per minute or less, per ANSI specifications).	The applicant shall mount windows and sliding glass doors in low infiltration rate frames (0.5 cubic feet per minute or less, per ANSI specifications)	Prior to issuance of building permit	PRD
► Exterior doors shall be solid core with perimeter weather-stripping and threshold seals.	The applicant shall design exterior doors to be solid core with perimeter weather-stripping and threshold seals	Prior to issuance of building permit	PRD
► The City shall require project applicants to submit an acoustical analysis which verifies compliance with the City of Roseville interior noise level standard of 45 dB L_{dn}. The analysis shall be based on detailed construction plans and site configuration details, and be conducted by a qualified acoustical consultant.	The applicant shall prepare and submit an acoustical analysis which verifies compliance with the City of Roseville interior noise level standard of 45 dB L_{dn}.	Prior to issuance of building permit	PRD
Ground-Borne Noise and Vibration Levels at Sensitive Receptors. Project applicant(s) shall implement the following measures to reduce the potential for human annoyance and architectural/structural damage resulting from elevated ground-borne noise and vibration levels.	The applicant shall utilize alternative installation methods were possible for pile driving required within a 50-foot radius of historic structures	During construction activities	PRD
► Construction-Induced Vibration: • Pile driving required within a 50-foot radius of historic structures should utilize alternative installation methods were possible (e.g., pile cushioning, jetting, pre-drilling, cast-in-place systems, resonance-free vibratory pile drivers). Specifically, geo pier style cast in place systems shall be used where feasible as an alternative to pile driving to reduce the number and amplitude of impacts required for seating the pile.	The project contractor shall record the pre-existing condition of all buildings within a 50-foot radius, and historical buildings within the immediate vicinity of proposed construction activities	Prior to construction activities	PRD
• The pre-existing condition of all buildings within a 50-foot radius, and historical buildings within the immediate vicinity of proposed construction activities shall be recorded in the form of a preconstruction	The project contractor shall document fixtures and finishes within a 50-foot radius of construction activities susceptible to damage	Prior to construction activities	PRD

PRD = Planning and Redevelopment Department PWD = Public Works Department

Table 1
Downtown Roseville Specific Plan Project Mitigation Monitoring Program

Mitigation Measure	Implementation	Timing	Reviewing Party
survey. The preconstruction survey shall determine conditions that exist			
before construction begins for use in evaluating damage caused by construction activities. Fixtures and finishes within a 50-foot radius of construction activities susceptible to damage shall be documented (photographically and in writing) prior to construction. All damage will be repaired back to its pre-existing condition.	The project contractor shall repair all damage back to its pre-existing condition	Within 30 days after completion of construction activities	PRD
• Vibration monitoring shall be conducted prior to and during pile driving operations occurring within 100 feet of the historic structures. Every attempt shall be made to limit construction generated vibration levels in accordance with Caltrans recommendations during pile driving and impact activities in the vicinity of the historic structures.	The project contractor shall conduct vibration monitoring prior to and during pile driving operations occurring within 100 feet of the historic structures	Prior to and during construction activities	PRD
• Provide protective coverings or temporary shoring of on-site or adjacent historic features as necessary, in consultation with the Preservation Director.	The project contractor shall provide protective coverings or temporary shoring of on-site or adjacent historic features	During construction activities	PRD
► Railroad Induced Vibration:	The applicant shall locate vibration sensitive uses a minimum of 100 feet from the UPRR centerline	Prior to issuance of use permit	PRD
• Vibration sensitive uses shall be located a minimum of 100 feet from the UPRR centerline. To ensure compliance with FTA and Caltrans recommended guidelines, and site specific ground-borne noise and vibration assessment should be conducted.			
• A ground-borne vibration assessment shall be conducted at proposed building pad locations within 200 feet of UPRR right of ways, prior to project approval. Vibration monitoring and assessment shall be conducted by a qualified noise and vibration control engineer.	The applicant shall conduct ground-borne vibration assessment, by a qualified noise and vibration control engineer, at proposed building pad locations within 200 feet of UPRR right of ways	Prior to issuance of use permit	PRD
Hydrology and Water Quality			
4.12-5: Expose People or Structures to a Significant Risk of Flooding. All habitable structures constructed in the Plan area shall be located outside the adjusted 100-year flood plain as identified in the *Downtown Specific Plan Hydraulic Study* (RBF 2008) prepared for the Downtown Roseville Specific Plan. Additional encroachment into areas within the adjusted 100-year flood plain shall require site specific hydraulic modeling. Specific structures identified in the Downtown Roseville Specific Plan shall be prohibited from being constructed inside the adjusted 100-year flood plain unless evaluated and	The applicant shall locate all habitable structures constructed in the Plan area outside the adjusted 100-year flood plain as identified in the *Downtown Specific Plan Hydraulic Study* (RBF 2008) prepared for the Downtown Roseville Specific	Prior to issuance of use permit	PRD

PRD = Planning and Redevelopment Department PWD = Public Works Department

Table 1
Downtown Roseville Specific Plan Project Mitigation Monitoring Program

Mitigation Measure	Implementation	Timing	Reviewing Party
	Plan		
approved through project specific hydraulic modeling including structures associated with mixed-use development and high-density residential.	The applicant shall conduct site specific hydraulic modeling when additional encroachment into areas within the adjusted 100-year flood plain is required	Prior to issuance of use permit	PRD
4.12-6: Proposed Project Structures within the 100-year Flood Zone Could Impede or Redirect Flood Flows. To prevent impeding or redirecting storm water flows in Dry Creek, the following actions shall be implemented for design and construction of improvements identified in the Downtown Roseville Specific Plan adjacent to Dry Creek.	The applicant shall construct Creek Walk at the existing top of bank elevation for Dry Creek and make the area south of the new library bridge inaccessible during major storm events	Prior to construction activities	PWD
1. The Creek Walk identified in the Downtown Roseville Specific Plan shall be constructed at the existing top of bank elevation for Dry Creek and the area south of the new library bridge shall be made inaccessible during major storm events.	The applicant shall align all pedestrian bridges and the grand staircase to prevent increased 100-year flood water surface elevations in Dry Creek	Prior to construction activities	PWD
2. All pedestrian bridges in the Specific Plan area and the grand staircase shall be aligned to prevent increased 100-year flood water surface elevations in Dry Creek. Additional hydraulic analyses shall be conducted for the new pedestrian bridge alignments that are inconsistent with the RBF hydraulic analysis.	The applicant shall conduct hydraulic analyses for new pedestrian bridge alignments if inconsistent with the RBF hydraulic analysis	Prior to construction activities	PWD
3. Prior to any golf course related development activities in Saugstad Park, a site-specific hydraulic analysis or other acceptable analysis shall be conducted for a more specific golf course development plan to ensure that there is no risk of impeding or redirecting flood flows. This future analysis shall be reviewed and approved by the City's Public Works Department.	The applicant shall conduct hydraulic analyses for a more specific golf course development plan to ensure that there is no risk of impeding or redirecting flood flows	Prior to construction activities	PWD
	The applicant shall submit the hydraulic analyses for a more specific golf course development plan to PWD for review and approval	Prior to construction activities	PWD
4.12-7: Inundation by Seiche, Tsunami, or Mudflow. Implement Mitigation Measure 4.4-3.	The applicant shall hire a qualified, licensed geotechnical engineer to map the Dry Creek corridor for clay-rich, weak soils,	Prior to any construction or grading activities occurring in Dry Creek	PWD

PRD = Planning and Redevelopment Department PWD = Public Works Department

Table 1 Downtown Roseville Specific Plan Project Mitigation Monitoring Program			
Mitigation Measure	Implementation	Timing	Reviewing Party
	and high groundwater conditions		

PRD = Planning and Redevelopment Department PWD = Public Works Department

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.20
File #: 0800-04
Item ID: 2026-409

Title:	Storm Drain Repair Project - Approval of Plans and Authorization to Call for Bids
Contact:	Joseph Arino 916-774-5460 jarino@roseville.ca.us

SUMMARY

Staff recommends approval of the plans and specifications for the Storm Drain Repair Project, and authorize staff to call for bids. The project scope includes the rehabilitation of existing drainage systems and construction of new drainage systems. The project is estimated to cost $1,660,000. The project will be funded by General Fund Capital Improvement Program Rehabilitation Funding and Highway User Tax Funds. If approved, construction is anticipated to begin in late summer of 2026.

RECOMMENDATION

Staff recommends City Council approve the plans and specifications for the Storm Drain Repair Project, and authorize staff to call for bids.

BACKGROUND

The Storm Drain Repair Project (SDRP) consists of a combination of rehabilitation of existing storm drain systems and construction of new storm drain systems to reduce flooding. The existing drainage systems will be cleaned and receive a cure-in-place pipe liner to seal the length of the system to increase the life span of the pipe segment. New drainage systems will consist of a combination of curb & gutter, drain inlets, manholes, and mainline storm drain pipe.

Existing storm drain segments to be rehabilitated are generally located in the following areas:

- Royer Park: From the intersection of Park Dr & Claiborne Ave to just before Dry Creek.
- Crestmont Ave: In the backyards of residential homes, from Edgemont Way to Sheffield Way.

New storm drain segments to be constructed are generally located in the following areas:

- Piedmont Way: Connecting to the existing sytem at Piedmont Way & Sheridan Ave to an existing outfall at South Cirby Way.
- East St: Extending into the alley within an easement between 404 and 406 East St and connecting into an existing system in East St.
- PFE Rd: From 1961 PFE Rd and extending to the intersection of PFE Rd and Hilltop Circle.

Construction is anticipated to begin in late summer of 2026.

Public Works staff will work closely with our Public Affairs and Communications team to keep the community and stakeholders informed of the project and its impacts.

For more project information, visit roseville.ca.gov/drainage.

FISCAL IMPACT

The engineer's estimate for this project is $1,660,000. Once bids have been received, staff may submit a budget adjustment when the project is brought to City Council for award. Funding for the project is from the General Fund Capital Improvement Program Rehabilitation Funding and the Highway User Tax Fund.

ENVIRONMENTAL REVIEW

The project qualifies for Class 1, Class 3, and Class 4 Categorical Exemptions as described in Sections 15301, 15303, and 15304 of the California Environmental Quality Act (CEQA) guidelines which states:

The proposed project involves the repair, maintenance, or minor alteration of an existing facility (Class 1 Exemption State CEQA Guidelines Section 15301), construction of a limited number of small facilities (Class 3 Exemption State CEQA Guidelines Section 15303), and minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees (Class 4 Exemption State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Joseph Arino, Assistant Engineer

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Area Map
2. Plan Set
3. Project Manual

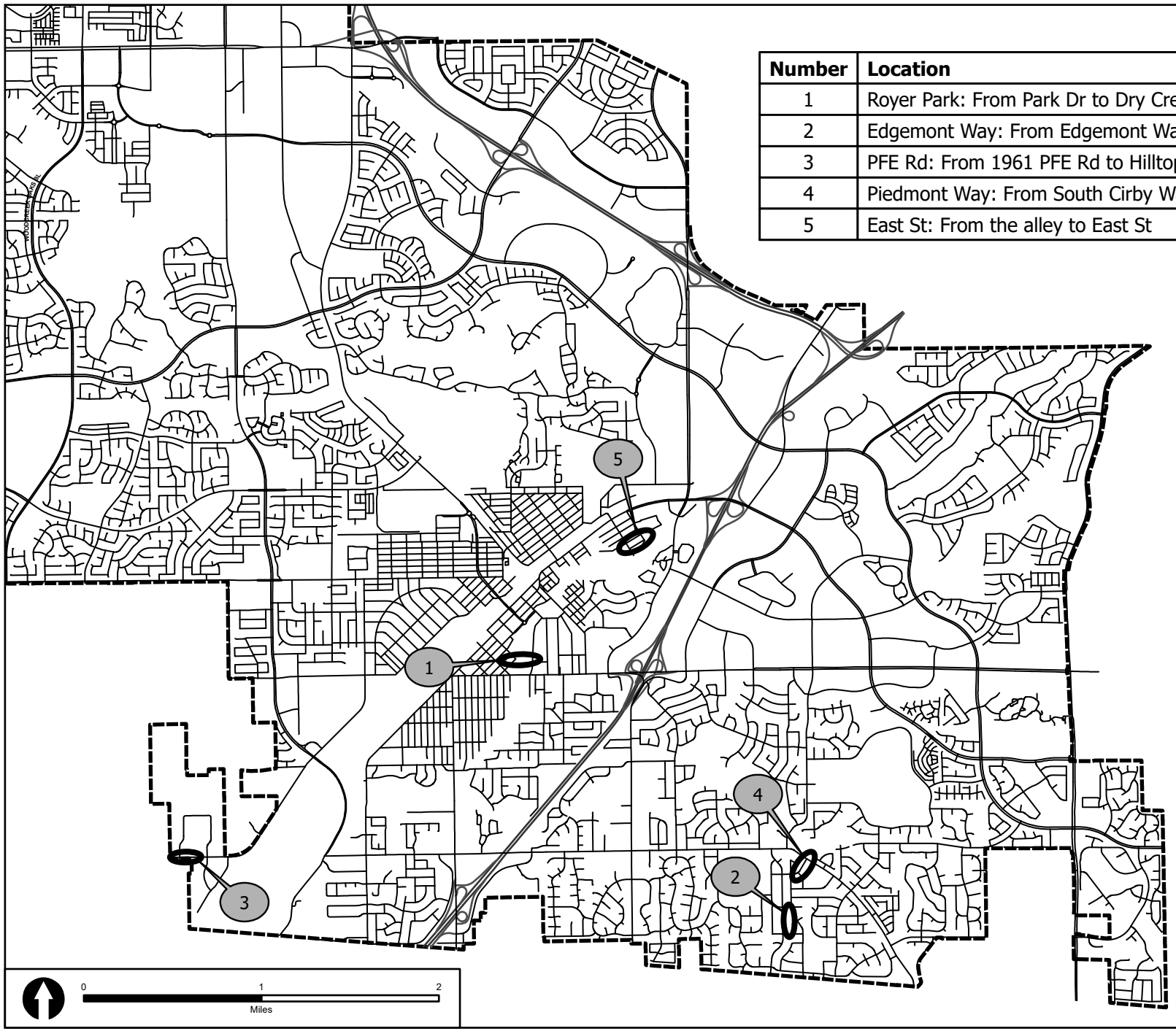
REVIEWERS:

Joseph Arino, Public Works Department - Engineering - City Projects	Created/Initiated - 5/27/2026
Jesse Khatkar, Public Works Department - Engineering - City Projects	Approved - 5/27/2026
Noah Siviglia, Public Works Department - Engineering - City Projects	Approved - 5/28/2026
Stefanie Kemen, Public Works Department - Administration Division	Approved - 5/29/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

2026 Storm Drain Repair Project - Area Map

Project #500259

Number	Location
1	Royer Park: From Park Dr to Dry Creek
2	Edgemont Way: From Edgemont Way to Sheffield Way
3	PFE Rd: From 1961 PFE Rd to Hilltop Circle
4	Piedmont Way: From South Cirby Way to Sheridan Ave
5	East St: From the alley to East St



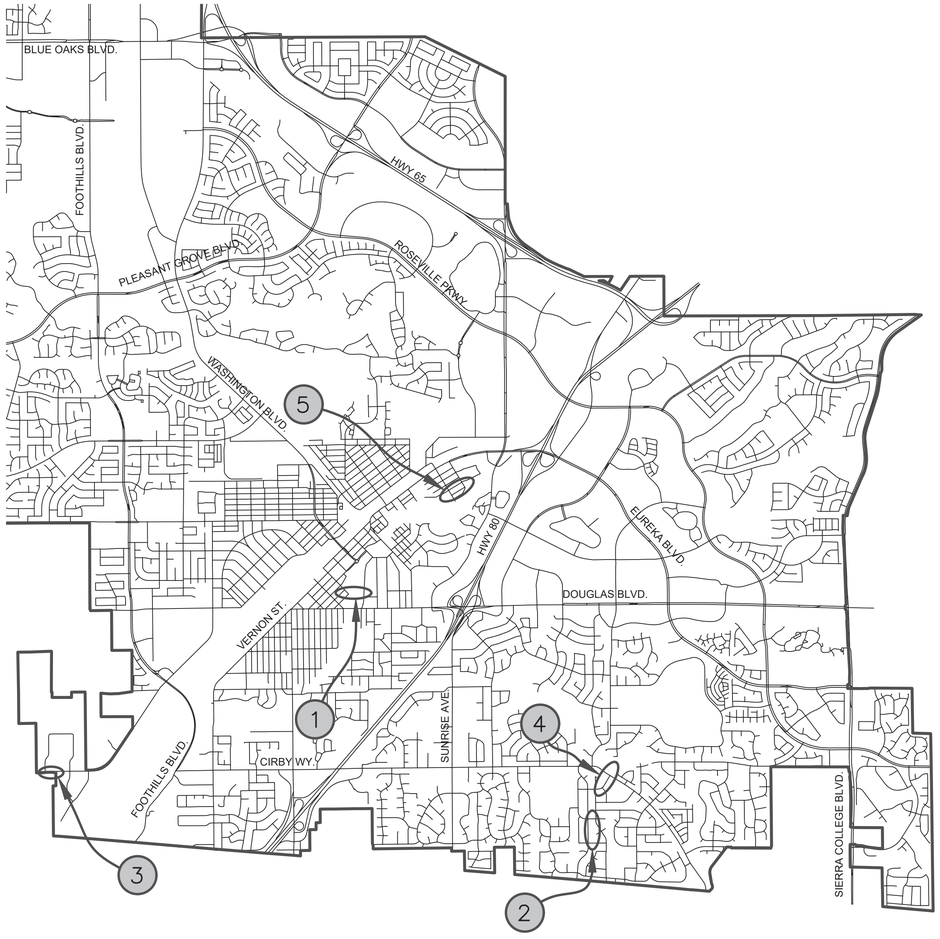
2026 STORM DRAIN REPAIR PROJECT

City of Roseville, California

Project #500259

SHEET INDEX

SHEET NO.	SHEET NAME	LOCATION	STREET TITLE
1-2	TS-1 - TS-2		TITLE SHEET / NOTES
4	RP-1	1	ROYER PARK -FROM PARK DR TO DRY CREEK
5	EM-1	2	EDGEMONT WAY –FROM EDGEMONT WAY TO SHEFFIELD WAY
6	PFE-1	3	PFE ROAD –FROM 1961 PFE RD TO HILLTOP CIR
7-9	PM-1 - PM-3	4	PIEDMONT WAY –FROM SOUTH CIRBY WAY TO SHERIDAN AVE
10	ES-1	5	EAST STREET ALLEY –FROM THE ALLEY TO EAST ST



UTILITY REPRESENTATIVES			
UTILITY	REPRESENTATIVES		PHONE
U.S.A	U.S.A		800-642-2444
DRAINAGE	CITY OF ROSEVILLE	CHRISTOPHER TAMEZ	916-774-5791
PARKS	CITY OF ROSEVILLE	JOEL DE JONG	916-223-7757
SIGNALS	CITY OF ROSEVILLE	ZACHARY HOPKINS	916-474-9100
SEWER	CITY OF ROSEVILLE	TRACIE MUELLER	916-774-5688
WATER	CITY OF ROSEVILLE	JANICE GAINEY	916-774-5535
ELECTRIC	ROSEVILLE ELECTRIC	JOEY MCKINNEY	916-774-5618
FIRE	ROSEVILLE FIRE DEPT.	MATTHEW LAUCHNER	916-774-5807
GAS	PACIFIC GAS & ELECTRIC	DAVE BOND	530-889-3261
TELECOM	AT&T	LEE NIETO	916-505-7308
TELECOM	CENTURY LINK	CALEB KING	918-547-0007
TELECOM	CONSOLIDATED COMMUMICANTIONS	HANK BRAZ	916-786-1783
TELECOM	XFINITY	STEVE ABELIA	916-830-6757
TELECOM	XO COMMUNICATIONS	STEVE LOEHNER	408-817-2800
TELECOM	VERIZON	MIC WOODMAN	801-618-4664
ELECTRIC	SMUD	JERRY CLARK	916732-5246

APPROVAL RECOMMENDED BY/ENGINEER IN RESPONSIBLE CHARGE:

NOAH SIVIGLIA — DATE
PRINCIPAL ENGINEER
CITY OF ROSEVILLE
RCE 87197

APPROVED BY:

JASON SHYKOWSKI — DATE
PUBLIC WORKS DIRECTOR
CITY OF ROSEVILLE
RCE 58234

TS-1

NO.	REVISION	BY	DATE

BENCH MARK
ELEVATION _____ DATUM _____
DESCRIPTION _____
SEE INDIVIDUAL SHEETS FOR BENCHMARKS

DESIGN BY: JOE A.
DRAWN BY: JOE A.
CHECKED BY: JESSE K.
SCALE: 1:2500
DATE: 05/27/2026
PROJECT NO: 500259

PRINCIPAL ENGINEER
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — N. SIVIGLIA — No. 87197 — Exp. 9-30-27 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

STORM DRAIN REPAIR PROJECT

TITLE SHEET

1

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CITY OF ROSEVILLE
PUBLIC IMPROVEMENTS REQUIREMENTS

GENERAL NOTES:

ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, THE MOST CURRENT EDITION OF THE CITY OF ROSEVILLE STANDARD CONSTRUCTION SPECIFICATIONS, MOST CURRENT EDITION OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS, AND THE 2015 STATE OF CALIFORNIA STANDARD PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS, AND AMENDMENTS TO THE 2015 STATE OF CALIFORNIA STANDARD PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS. THE CONTRACTOR SHALL HAVE SIGNED PLANS IN POSSESSION PRIOR TO BEGINNING WORK.

THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF U.S.A. 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING TOLL-FREE NUMBER: (800) 642-2444.

THE CONTRACTOR SHALL MARK ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A. AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.

THE TYPES, LOCATIONS AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.

THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS, CONNECTING TO EXISTING IMPROVEMENTS AND UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS, OTHER SURVEY MARKERS, STREET SIGNS AND OTHER IMPORTANT OBJECTS ON THE JOB SITE.

A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.

THE CONTRACTOR SHALL SUBMIT A TRAFFIC MANAGEMENT PLAN WHICH SHALL BE ACCEPTED BY THE CITY OF ROSEVILLE PUBLIC WORKS ENGINEERING DIVISION BEFORE START OF WORK IN THE RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH THE LATEST EDITION, WITH REVISIONS, OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. IF, AS PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEERING DIVISION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THE CLOSURE.

ALL EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE AND SHALL BE REMOVED TO THE ADJACENT JOINTS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PEDESTRIANS, VEHICULAR TRAFFIC, EXISTING LANDSCAPE, AND SURVEY MARKERS WITHIN THE CONSTRUCTION LIMITS.

UTILITIES LOCATIONS ARE TAKEN FROM CITY AS-BUILT DRAWINGS AND FIELD REVIEWS. LOCATIONS OF THE GROUND FEATURES (MH, VALVES, ETC.) ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR.

CONTRACTOR SHALL LOCATE AND PROTECT IN PLACE ALL DETECTOR HANDHOLES WITHIN THE PROJECT LIMITS. DETECTOR HANDHOLES DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.

STANDARD GENERAL NOTES:

THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FORM THE SOLE NEGLIGENCE OF ENGINEER.

EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL EFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING OR EQUIVALENT METHOD, FOR THE PROTECTION OF LIFE OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS AND SHALL PROVIDE THE CITY OF ROSEVILLE WITH A COPY OF THE OSHA PERMIT.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES. REFER TO THE SPECIAL PROVISIONS FOR PERMITS NEEDED.

THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS OR OTHER DEVICES NECESSARY TO PROVIDE FOR SAFETY.

THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.

STATIONING HEREON IS ALONG STREET CENTERLINE UNLESS OTHERWISE SHOWN OR INDICATED. ALL STATIONING IS APPROXIMATE.

ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE CITY OF ROSEVILLE CURRENT STANDARDS AND TO THE SATISFACTION OF THE ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE.

IF ARCHEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 100 FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHEOLOGY (SCA) AND/OR THE SOCIETY OF PROFESSIONAL ARCHEOLOGY (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY. IN ACCORDANCE WITH SECTION 21-2E OF THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS, THE ROSEVILLE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE CONTACTED IMMEDIATELY.

THE CONTRACTOR SHALL MEET AND FOLLOW THE ENVIRONMENTAL PROTECTION AGENCY'S (EPA) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTION.

SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL REQUEST IN WRITING FROM THE ENGINEER SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.

STRIPING NOTES:

UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL REPLACE ALL PAVEMENT DELINEATION ON THE SAME ALIGNMENT. BEFORE OBLITERATING ANY PAVEMENT DELINEATION, THE LOCATION OF THE PAVEMENT DELINEATION SHALL BE REFERENCED BY THE CONTRACTOR WITH A SUFFICIENT NUMBER OF CONTROL POINTS TO REESTABLISH THE ALIGNMENT. THE REFERENCES SHALL ALSO INCLUDE THE LIMITS OR CHANGES IN STRIPING PATTERN, INCLUDING ONE- AND TWO-WAY BARRIER LINES, LIMIT LINES, CROSSWALKS, AND OTHER PAVEMENT MARKINGS.

CONTRACTOR SHALL REMOVE ALL EXISTING NON-CONFORMING STRIPING (BY GRINDING) AND PAVEMENT MARKERS AND ALL EXISTING STRIPING THAT CONFLICTS WITH THE PROPOSED STRIPING.

ALL RAISED PAVEMENT MARKERS SHALL BE FURNISHED AND INSTALLED AT THE CONTRACTOR'S EXPENSE AND SHALL BE AS SPECIFIED BY THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS AND THE TRAFFIC MANUAL OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF CALIFORNIA.

ALL TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN SECTION 84 OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS. THERMOPLASTIC MATERIAL SHALL BE APPLIED ONLY WHEN THE PAVEMENT SURFACE IS ABOVE 60 DEGREES FAHRENHEIT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL CONSTRUCTION SIGNING AS REQUIRED BY THE CALTRANS TRAFFIC MANUAL TO DELINEATE CONSTRUCTION HAZARDS AT HIS EXPENSE.

ADDITIONAL NOTES:

PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES, THE CONTRACTOR SHALL HAVE THE EXISTING DRY UTILITIES POT HOLED FOR VERIFICATION OF LOCATION AND DEPTH. AT SUCH TIME, POT HOLE DATA SHALL BE PROVIDED TO THE ENGINEER FOR DETERMINATION OF ADEQUATE CLEARANCE AND SEPARATION

LEGEND:

- AIR RELEASE VALVE
- FIRE HYDRANT
- DRAIN MANHOLE (SD)
- SEWER FLUSHING BRANCH
- BLOW–OFF VALVE
- SEWER MANHOLE (S)
- WATER VALVE
- WATER VALVE MANHOLE
- TELEPHONE MANHOLE
- MONUMENT
- CATHODIC PROTECTION
- DETECTOR HANDHOLD
- PG&E MANHOLE (P)
- ELECTRIC MANHOLE (E)
- WATER MANHOLE (W)
- PROJECT LIMIT LINE
- MATCHLINE
- DRAINAGE INLET
- VERTICAL DELINEATOR
- EXISTING GRADE (123.45)
- PROPOSED GRADE 123.45

STRIPING LEGEND:

- TYPE III (R) ARROW
- TYPE III (L) ARROW
- TYPE II (R) ARROW
- TYPE II (L) ARROW
- TYPE IV ARROW
- TYPE VI ARROW
- STOP (STOP)
- SIGNAL (SGNL)
- AHEAD (AHD)
- BIKE (BIKE)
- LANE (LANE)
- BUS (BUS)
- ONLY (ONLY)
- BIKE LANE ARROW
- BIKE LOOP MARKING
- TYPE Q MARKER (Y)
- STRIPING DETAIL (##)
- 12" LIMIT LINE (LL)
- 12" BASIC CROSSWALK (XW)

TS-2

NO.	REVISION	BY	DATE

BENCH MARK
ELEVATION _____ DATUM _____
DESCRIPTION _____

DESIGN BY: JOE A.
DRAWN BY: JOE A.
CHECKED BY: JESSE K.
SCALE: N/A
DATE: 05/05/2026
PROJECT NO: 500259

PRINCIPAL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — N. SIVIGLIA — No. 87197 — Exp. 9–30–27 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

STORM DRAIN REPAIR PROJECT

NOTES

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10

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NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

DESIGN BY: JOE A.

DRAWN BY: JOE A.

CHECKED BY: JESSE K.

SCALE: 1:60

DATE: 05/05/2026

PROJECT NO: 500259

PRINCIPAL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
N. SIVIGLIA
No. 87197
Exp. 9-30-27
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

STORM DRAIN REPAIR PROJECT

3

10

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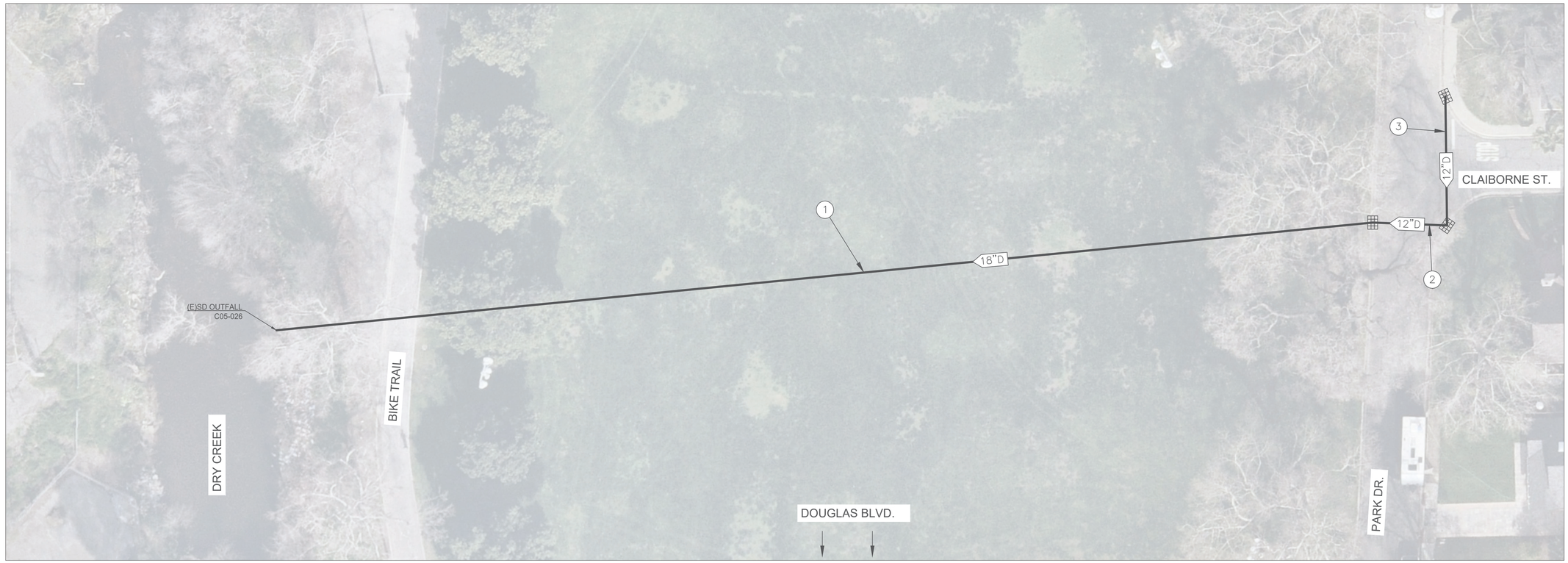

NOTES:

- CONTRACTOR TO TV AND VERIFY DRAIN PIPE SIZES, AND NOTIFY ENGINEER OF ANY DISCREPANCIES OR DAMAGE, PRIOR TO INSTALLING LININGS.
- ALL ROCKS, ROOTS, OR OTHER DEBRIS SHALL BE REMOVED BY CONTRACTOR PRIOR TO LINING DRAIN PIPES.
- NO CHEMICALS, CONSTRUCTION MATERIALS, OR OTHER POLLUTANTS ARE PERMITTED TO DISCHARGE INTO DRY CREEK.
- NO WORK ON ROYER PARK WILL BE PERMITTED DURING THE WET SEASON BETWEEN OCTOBER 15TH AND APRIL 15TH.

CONSTRUCTION NOTES:

1. INSTALL 792 LF OF DYNALINER OR APPROVED EQUAL INSIDE EXISTING 18" DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS.
2. INSTALL 54 LF OF DYNALINER OR APPROVED EQUAL INSIDE EXISTING 12" DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS.
3. INSTALL 93 LF OF DYNALINER OR APPROVED EQUAL INSIDE EXISTING 12" DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS.

N

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 ft.

RP-1

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

DESIGN BY: JOE A.
DRAWN BY: JOE A.
CHECKED BY: JESSE K.
SCALE: 1:20
DATE: 05/22/2026
PROJECT NO: 500259

PRINCIPAL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
N. SIVIGLIA
No. 87197
Exp. 9-30-27
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE
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311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

STORM DRAIN REPAIR PROJECT

ROYER PARK DRAIN PIPE LINING

4

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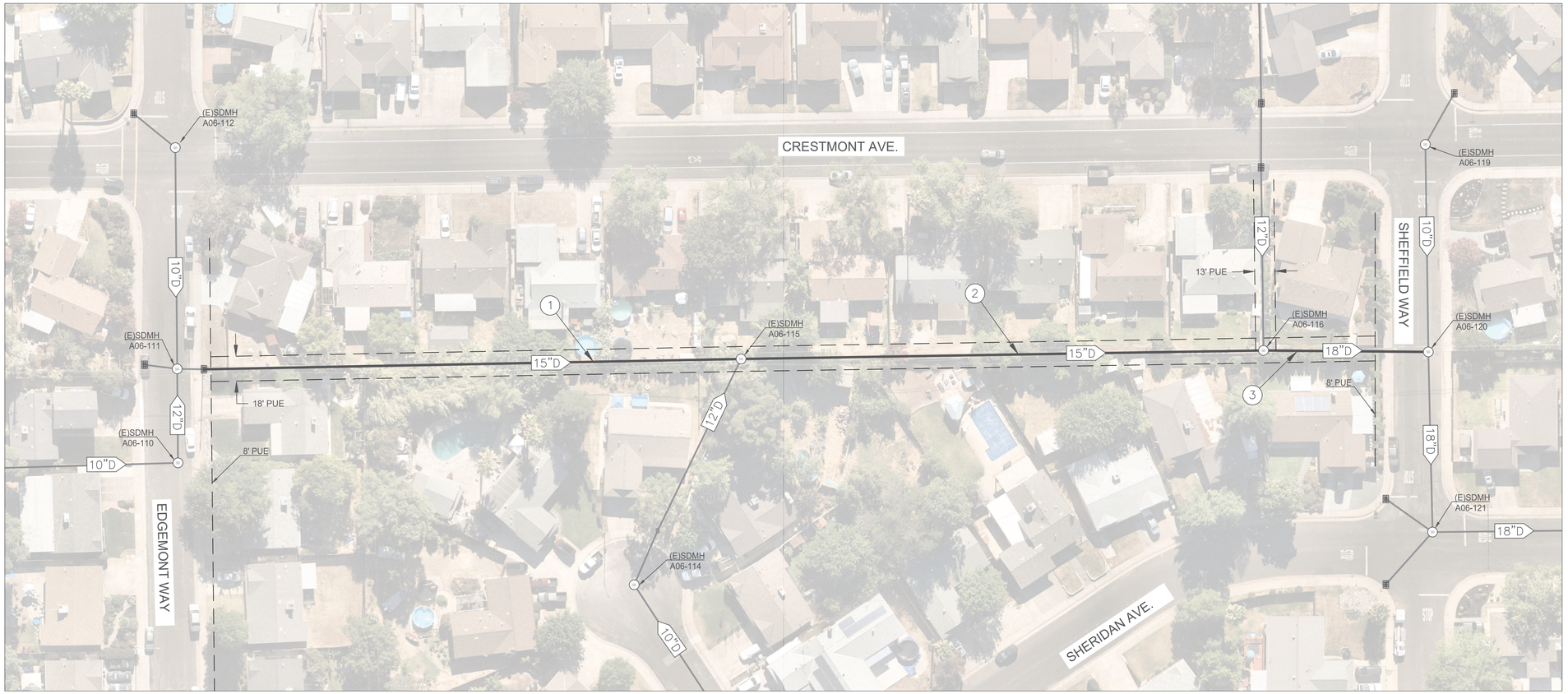

NOTES:

- CONTRACTOR TO TV AND VERIFY DRAIN PIPE SIZES, AND NOTIFY ENGINEER OF ANY DISCREPANCIES, PRIOR TO INSTALLING LININGS.
- ALL ROCKS, ROOTS, OR OTHER DEBRIS SHALL BE REMOVED BY CONTRACTOR PRIOR TO LINING DRAIN PIPES.
- EXTENSIVE ROOT REMOVAL EXPECTED IN 15" PIPE FROM EDGEMONT DI TO (E)SDMH A06-115.
- CONTRACTOR TO PROVIDE DOOR-HANGERS TO RESIDENTS A MINIMUM OF 72 HRS PRIOR TO CONSTRUCTION FOR ACCESS TO PRIVATE YARDS.

CONSTRUCTION NOTES:

1. INSTALL 345 LF OF DYNALINER OR APPROVED EQUAL INSIDE 15" DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS.
2. INSTALL 336 LF OF DYNALINER OR APPROVED EQUAL INSIDE 15" DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS.
3. INSTALL 106 LF OF DYNALINER OR APPROVED EQUAL INSIDE EXISTING 18" DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS.

N

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

EM-1

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

DESIGN BY: JOE A.
DRAWN BY: JOE A.
CHECKED BY: JESSE K.
SCALE: 1:40
DATE: 05/05/2026
PROJECT NO: 500259

PRINCIPAL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
N. SIVIGLIA
No. 87197
Exp. 9-30-27
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE
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311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

STORM DRAIN REPAIR PROJECT

EDGEMONT DRAIN PIPE LINING

5

10

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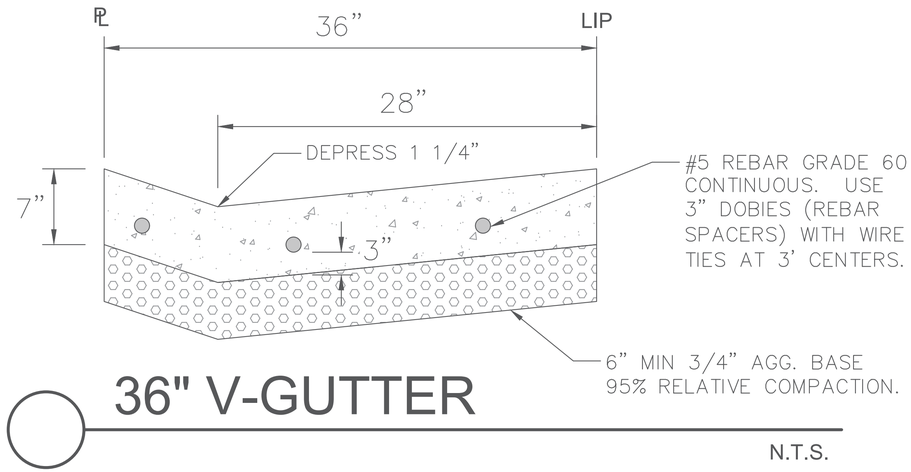
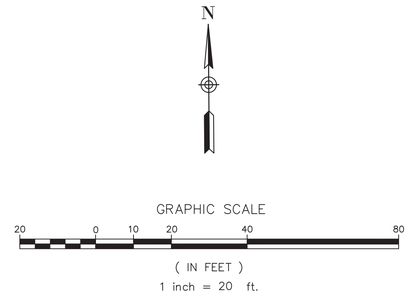
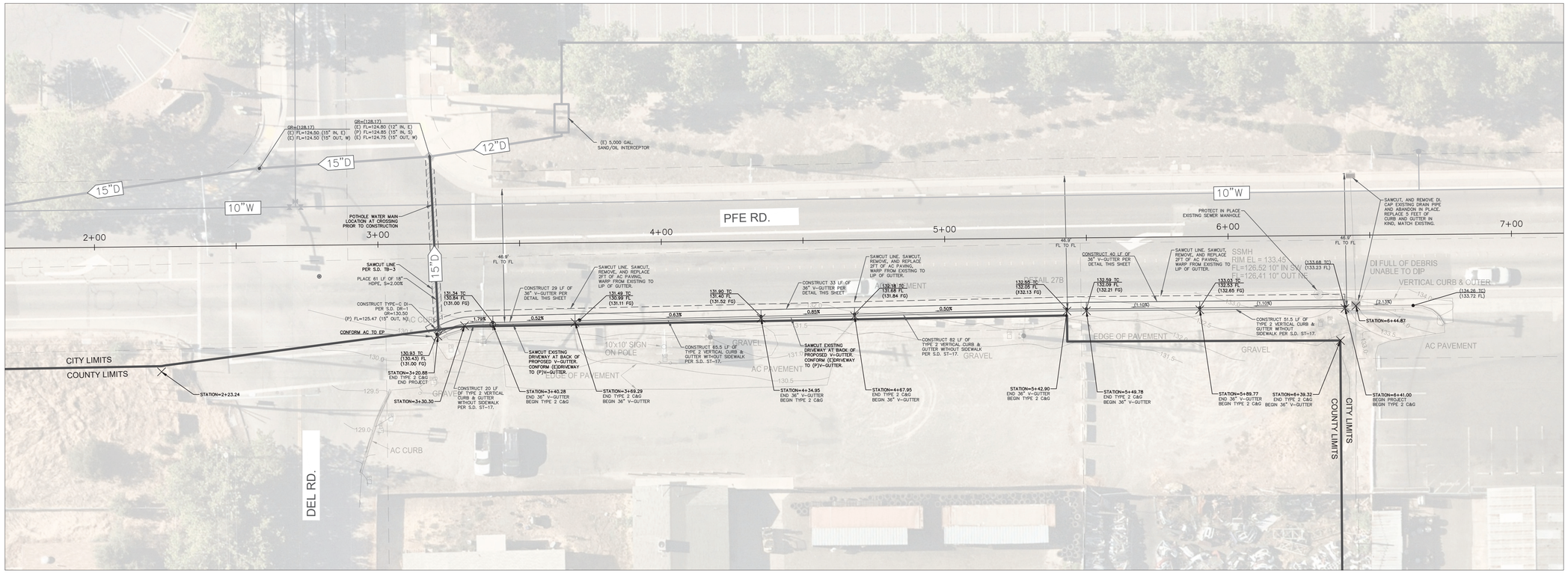


36" V-GUTTER

N.T.S.





PFE-1

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION 129.20 DATUM NAVD 88

DESCRIPTION

3 1/4" BRASS DISK STAMPED 2018 P.L.S. 8278. DRY CREEK AT ATKINSON STREET, NORTHWEST CORNER OF BRIDGE ON SIDEWALK.

DESIGN BY: JOE A.

DRAWN BY: JOE A.

CHECKED BY: JESSE K.

SCALE: 1:20

DATE: 05/5/2026

PROJECT NO: 500259

PRINCIPAL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — N. SIVIGLIA — No. 87197 — Exp. 9-30-27 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE
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311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

STORM DRAIN REPAIR PROJECT

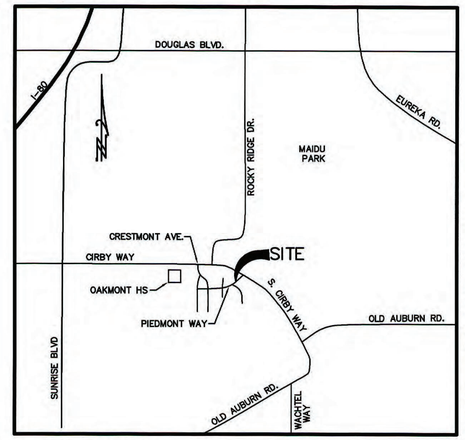
PFE STORM DRAIN V-GUTTER

6

10

B:\PUBLIC WORKS\CIP\1_CURRENT PROJECTS\STORM DRAIN REPAIR PROJECT\02 DESIGN\01 PLANNING\CAD\SDRP.DWG

CONSTRUCTION PLANS FOR
CRESTMONT DRAINAGE IMPROVEMENT PROJECT
CITY OF ROSEVILLE, CALIFORNIA
FEBRUARY, 2018
BAKER–WILLIAMS ENGINEERING GROUP



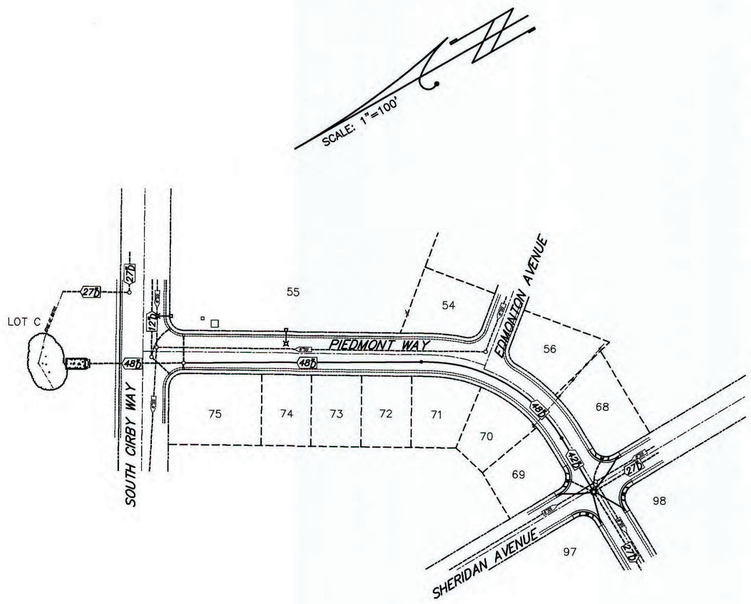
VICINITY MAP

NO SCALE

CITY WIDE JOB NO. 082001

SHEET INDEX:

47. COVER SHEET
48. PIEDMONT WAY
49. SHERIDAN AVENUE



LIST OF ABBREVIATIONS

EX	EXISTING	EQ	EQUAL	RT	RIGHT
FUT	FUTURE	ETW	EDGE of TRAVEL WAY	R/W	RIGHT–OF–WAY
PR	NEW (PROPOSED)	FH	FIRE HYDRANT	RWD	RED WOOD
AC	ASPHALTIC CONCRETE	FS	FIRE SERVICE	RWL	RAIN WATER LEADER
AB	AGGREGATE BASE	F/L	FLOW LINE	S/S, SS	SANITARY SEWER
ANG PT	ANGLE POINT	GB	GRADE BREAK	STD	STANDARD
AVRV	AIR VACUUM RELEASE VALVE	GR	GRADE	STA	STATION
ASB	AGGREGATE SUB–BASE	GRT	GRATE	SUB'D BNDY	SUBDIVISION BOUNDARY
B/W	BACK OF WALK	IMPR	IMPROVEMENTS	TC	TOP OF CURB
BC	BEGIN CURVE	INTX	INTERSECTION	TOW	TOP OF WALL
BO	BLOW OFF	IS	IRRIGATION SERVICE	TRW	TOP RETAINING WALL
BOW	BOTTOM OF WALL	LF	LINEAR FEET	TSW	TOP SOUND WALL
BRW	BOTTOM RETAINING WALL	LT	LEFT	W/	WITH
BSW	BOTTOM SOUND WALL	MAX	MAXIMUM	W/S	DOMESTIC WATER SERVICE
C/L	CENTERLINE	MH	MANHOLE	Δ/2	CENTER OF LOT (1/2 DELTA)
CONC.	CONCRETE	MIN	MINIMUM	0"CF	HEIGHT OF CURB FACE
CONST	CONSTRUCT	SDMH	DRAIN MANHOLE	C.I.P.I.P.	CAST–IN–PLACE–CONCRETE PIPE
C.O.T.G.	CLEAN OUT TO GRADE	SSMH	SEWER MANHOLE	CMP	CORRUGATED METAL PIPE
CR	CURB RETURN	O/	OVER	CPEP	CORRUGATED POLYETHYLENE PIPE
DI	DRAIN INLET	oc	ON CENTER	DIP	DUCTILE IRON PIPE
DG	DECOMPOSED GRANITE	P/L	PROPERTY LINE	RCP	REINFORCED CONCRETE PIPE
D/W	DRIVEWAY	PRC	POINT OF REVERSE CURVE	VCP	VITRIFIED CLAY PIPE
EC	END CURVE	P.U.E.	PUBLIC UTILITY EASEMENT	UNO	UNLESS NOTED OTHERWISE
EP	EDGE OF PAVEMENT	RAD PT	RADIAL POINT		

LEGEND:

- *PROP. SANITARY SEWER MAIN*
- *EXIST. SANITARY SEWER MAIN*
- *PROP. FLUSHER BRANCH*
- *EXIST. FLUSHER BRANCH*
- *PROP. SEWER SERVICE*
- *EXIST. SEWER SERVICE*
- *PROP. MANHOLE*
- *EXIST. MANHOLE*
- *PROP. STORM DRAIN*
- *EXIST. STORM DRAIN*
- *PROP. DROP INLET*
- *EXIST. DROP INLET*
- *PROP. WATER MAIN*
- *EXIST. WATER MAIN*
- *PROP. WATER SERVICE*
- *EXIST. WATER SERVICE*
- *PROP. WATER VALVE*
- *EXIST. WATER VALVE*
- *PROP. BLOW–OFF VALVE*
- *EXIST. BLOW–OFF VALVE*
- *PROP. FIRE HYDRANT ASSEMBLY*
- *EXIST. FIRE HYDRANT ASSEMBLY*
- *PROP. STREET LIGHT*
- *EXIST. STREET LIGHT*
- *PROP. STREET BARRICADE*
- *EXIST. STREET BARRICADE*
- *PROP. HANDICAP RAMP PER CST ST–26*
- *PROP. STREET SIGN*
- *MONUMENT WELL PER CST ST–36*

NO.	DESCRIPTION	ENGR INIT	COUNTY APPROVAL APPROVED BY	DATE

benchmark City BM 65 elev. 158.35

?

REGISTERED PROFESSIONAL ENGINEER — LISA BARBER MATTOS — No. C 44852 — EXPIRES 3/31/2018 — CIVIL — STATE OF CALIFORNIA

LISA BARBER MATTOS RCE# 44852

PLOT DATE:
04–16–01
01–28–03
04–18–07
07–16–07
05–10–17
02–06–18

SCALE	drafted by: S.F.L.
horiz: 1"=100'	designed by: L.B.M.
vert: N/A	checked by: L.B.M.
04/2007 date	393 field book

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael, CA. 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

COVER SHEET

CRESTMONT DRAINAGE IMPROVEMENT PROJECT

CITY OF ROSEVILLE CALIFORNIA

SHEET 7 OF 10 SHEETS

07–03–29 JOB NUMBER

PIEDMONT WAY DRAINAGE DIVERSION – 0703029–CVR

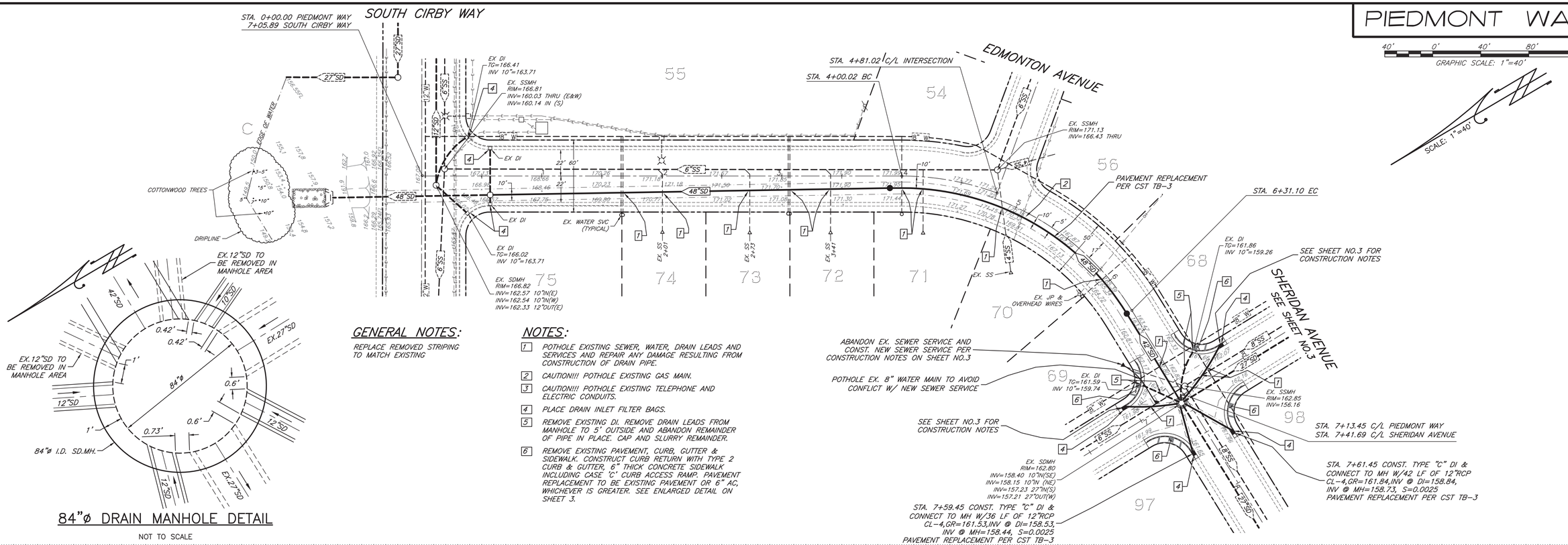
S:\BWEG\ Jobs\2007 Jobs\07-03-029 Piedmont Diversion Drain\Improvement Plans\0703029-CVR.dwg, Layout1, 2/8/2018 1:47:21 PM, Herman Suarez

PIEDMONT WAY

40' 0' 40' 80' 120'

GRAPHIC SCALE: 1"=40'

SCALE: 1"=40'

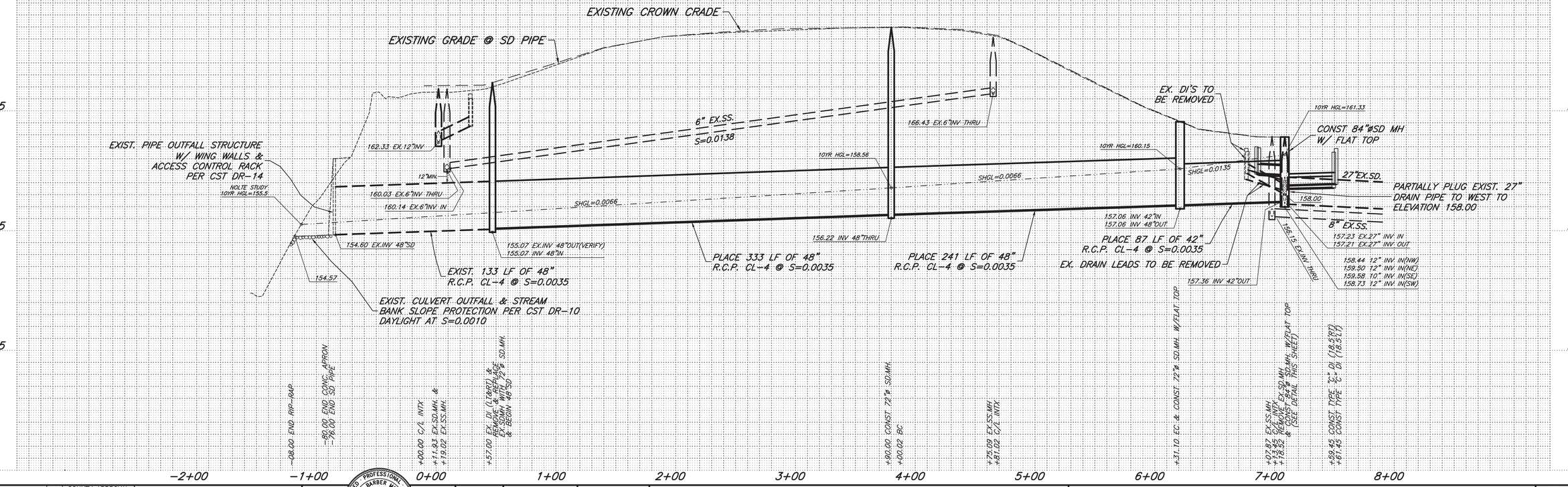


GENERAL NOTES:

REPLACE REMOVED STRIPING TO MATCH EXISTING

NOTES:

1. POTHOLE EXISTING SEWER, WATER, DRAIN LEADS AND SERVICES AND REPAIR ANY DAMAGE RESULTING FROM CONSTRUCTION OF DRAIN PIPE.
2. CAUTION!!! POTHOLE EXISTING GAS MAIN.
3. CAUTION!!! POTHOLE EXISTING TELEPHONE AND ELECTRIC CONDUITS.
4. PLACE DRAIN INLET FILTER BAGS.
5. REMOVE EXISTING DI. REMOVE DRAIN LEADS FROM MANHOLE TO 5' OUTSIDE AND ABANDON REMAINDER OF PIPE IN PLACE. CAP AND SLURRY REMAINDER.
6. REMOVE EXISTING PAVEMENT, CURB, GUTTER & SIDEWALK. CONSTRUCT CURB RETURN WITH TYPE 2 CURB & GUTTER, 6" THICK CONCRETE SIDEWALK INCLUDING CASE 'C' CURB ACCESS RAMP. PAVEMENT REPLACEMENT TO BE EXISTING PAVEMENT OR 6" AC, WHICHEVER IS GREATER. SEE ENLARGED DETAIL ON SHEET 3.



NO.	DESCRIPTION	ENGR INIT	COUNTY APPROVAL APPROVED BY	DATE

benchmark City BM 65 elev. 158.35

(SEE SHEET NO.1)

REGISTERED PROFESSIONAL ENGINEER LISA BARBER MATTOS No. C 44852 EXPIRES 3/31/2026 OF CALIFORNIA

LISA BARBER MATTOS RCE# 44852

PLOT DATE:
01-28-03
04-18-07
05-07-07
07-16-07
05-10-17
02-06-18
04-27-26

SCALE	drafted by: S.F.L.
horiz: 1"=40'	designed by: L.B.M.
vert: 1"=4'	checked by: L.B.M.
04/2007 date	393 field book

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Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6939 Sunrise Boulevard, Suite 112 • Citrus Heights, California 95610-3153
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com ~ www.bwengineers.com

PIEDMONT WAY

CRESTMONT DRAINAGE IMPROVEMENT PROJECT

CITY OF ROSEVILLE CALIFORNIA

SHEET 8 OF 10 SHEETS

07-03-29 JOB NUMBER

0703029-PP-PIED

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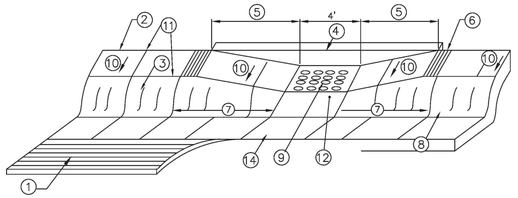


NOTES:

1. STREET PAVEMENT.
2. STANDARD SIDEWALK WIDTH IS 5 FEET FOR COMMERCIAL AND 4 FEET FOR RESIDENTIAL (BACK OF WALK TO BACK OF CURB FOR BOTH UNLESS SHOWN OTHERWISE ON PLANS).
3. TOP FACE OF CURB, STANDARD 6 INCH HIGH FOR COMMERCIAL, 3-5/8 INCH FOR RESIDENTIAL.
4. 6 INCH WIDE RETAINING CURB, HEIGHT TO BE DETERMINED BY PROJECTED BACK OF WALK GRADE. POUR MONOLITHIC WITH SIDEWALK; MINIMUM DEPTH SECTION FLUSH WITH BOTTOM OF SIDEWALK.
5. THE MAXIMUM 8.33%. FOR CASE C RAMPS, ON STEEPER GRADES WHERE 8.33% CANNOT BE ACHIEVED, 25 FEET IS THE MAXIMUM LENGTH TRANSITION REQUIRED.
6. GROOVES PER STATE STANDARD, TYP.
7. "TOOL JOINT" SEE DETAIL ST-13.
8. GUTTER PAN, FLOW LINE.
9. TRUNCATED DOMES: SEE SECTION 71-4 C.2. AND 71-5 OF THE CONSTRUCTION STANDARDS FOR REQUIRED PRODUCT OR APPROVED EQUAL INFORMATION. 1% TO 2% GRADE TO STREET.
10. CROSS-GRADE SHALL BE 1% MIN, 2% MAX. (LANDING 1% MIN. TO STREET). PLEASE REFER TO SECTION 71-4.C.4.
11. SCORE MARK TYPICAL.
12. ACROSS THE 4 FOOT WIDTH OF THE CURB RAMP OPENING, THE TOP OF CURB SHALL BE SLOPED UP FROM THE FLOWLINE TO THE BACK OF RAMP LANDING 1% TO 2% SLOPE.
13. ALL CONCRETE SHALL BE "MINOR CONCRETE" AS DEFINED IN SECTION 71-5B OF THESE STANDARDS.
14. GUTTER PAN CROSS SLOPE NOT TO EXCEED 5% MAX.

MARC STOUT
CITY ENGINEER

CITY OF ROSEVILLE CALIFORNIA — DEVELOPMENT SERVICES DEPARTMENT

CASE "C" PEDESTRIAN CURB RAMP ATTACHED SIDEWALK

SCALE: NONE
REVISED: JANUARY 1, 2016
DRAWN BY: J HENDRIX
APPROVED BY: MARC STOUT

ST-26

CONSTRUCTION NOTES:

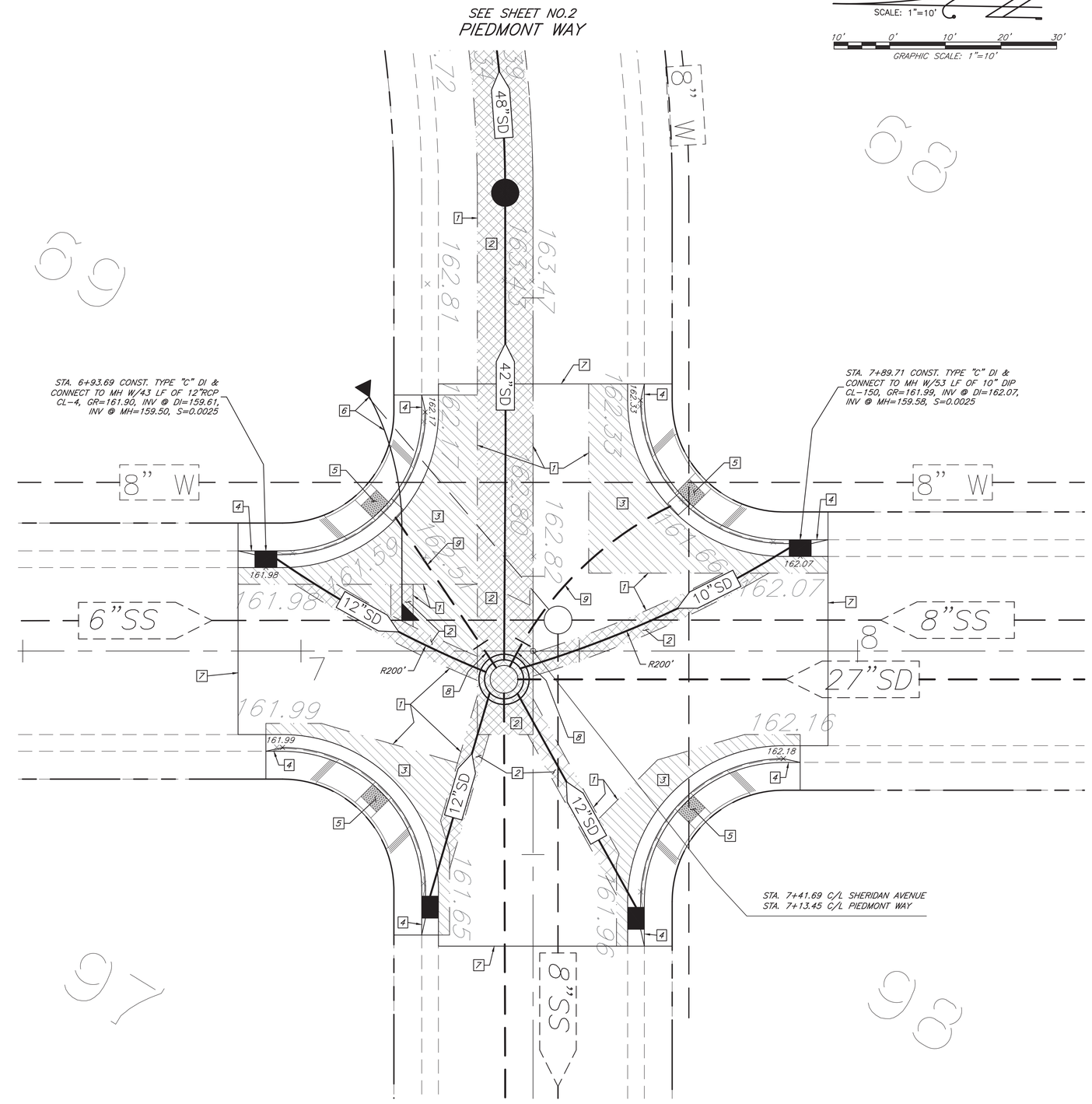
1. PAVEMENT SAWCUT LINE
2. PAVEMENT REPLACEMENT PER CST TB-3
3. PAVEMENT REPLACEMENT TO BE EXISTING SECTION OR 6" AC. WHICHEVER IS GREATER. 4" AC 1ST LIFT AND 2" AC FINAL LIFT.
4. CONST 3' TRANSITION FROM ROLLED CURB TO VERTICAL CURB
5. CONST PEDESTRIAN CURB RAMP PER CST ST-26
6. VERIFY LOCATION OF EXISTING SEWER SERVICE CLEANOUT AND PLACE 41 LF OF 4" VCP SEWER @ S=0.0200 MINIMUM
7. PAVEMENT OVERLAY LIMITS. GRIND AND REMOVE 2" OF EXISTING PAVEMENT. PLACE 2" AC OVERLAY IN INTERSECTION.
8. REMOVE 5 LF OF DRAIN.
9. ABANDON REMAINDER OF DRAIN IN PLACE.

SHERIDAN AVENUE

SCALE: 1"=10'

10' 0' 10' 20' 30'

GRAPHIC SCALE: 1"=10'



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benchmark City BM 65 elev. 158.35

(SEE SHEET NO.1)

REGISTERED PROFESSIONAL ENGINEER — LISA BARBER MATTOS — No. C 44852 — EXPIRES 3/31/2026 — OF CALIFORNIA

LISA BARBER MATTOS RCE# 44852

PLOT DATE: 02-06-18, 04-27-26

SCALE	
horiz: 1"=10'	drafted by: S.F.L.
vert: N/A	designed by: L.B.M.
04/2007 date	checked by: L.B.M.
	393 field book

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SHERIDAN AVENUE
CRESTMONT DRAINAGE IMPROVEMENT PROJECT
CITY OF ROSEVILLE CALIFORNIA

SHEET 9 OF 10 SHEETS
07-03-29 JOB NUMBER
0703029-SHERIDAN

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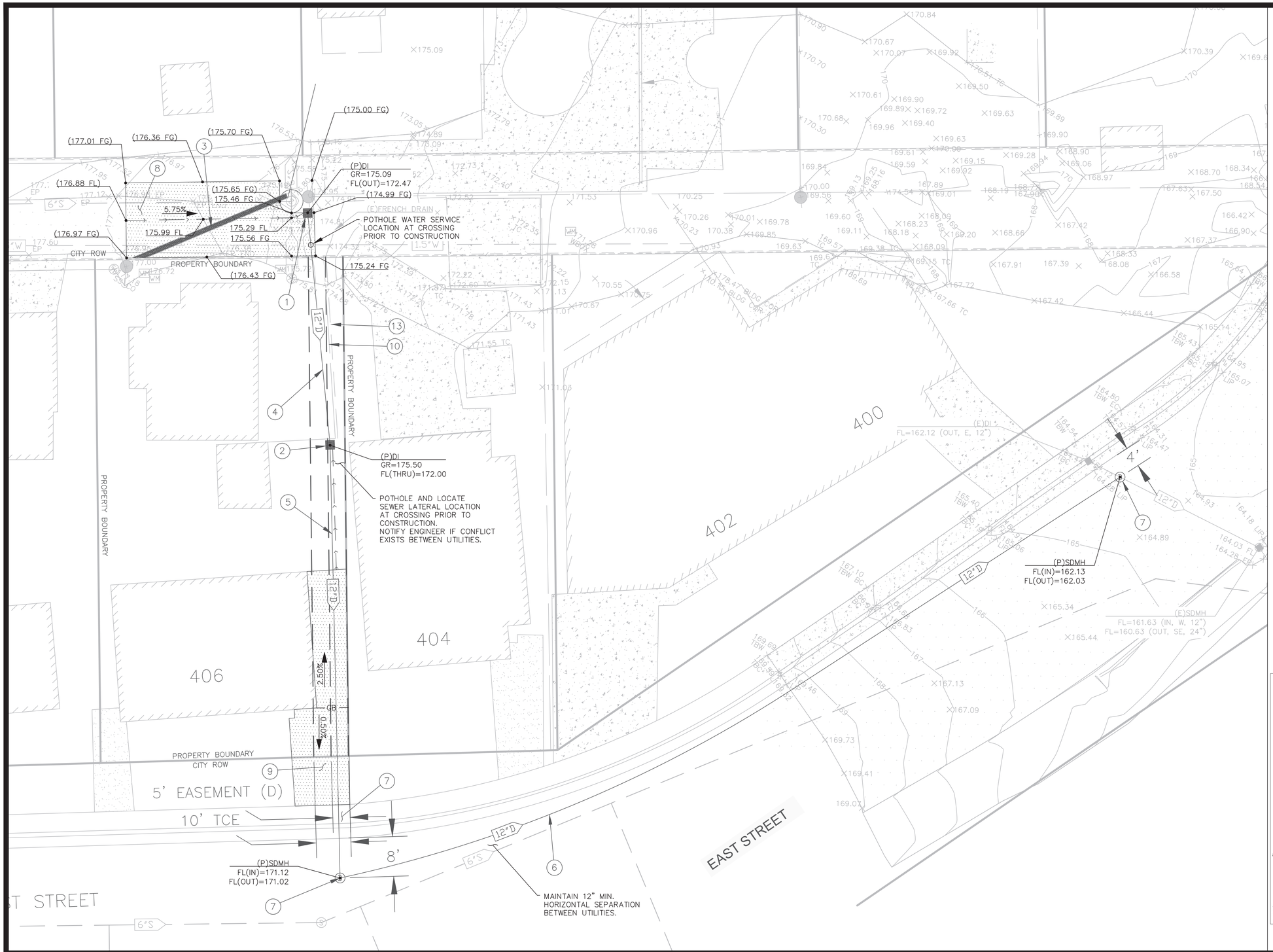


N

GRAPHIC SCALE

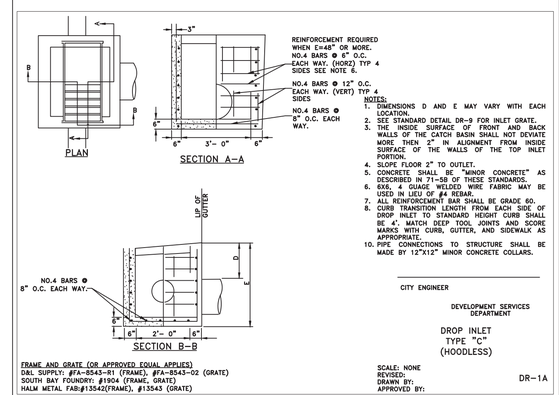
10 0 5 10 20 40

(IN FEET)

1 inch = 10 ft.

CONSTRUCTION NOTES:

1. CONSTRUCT TYPE-C DI PER CITY S.D. DR-1. HOOD NEAREST EXISTING FENCE.
2. CONSTRUCT MODIFIED TYPE-C DI PER CITY S.D. DR-1A WITHOUT HOOD, SEE DETAIL THIS SHEET.
3. REMOVE 33 LF OF EXISTING AC DIKE.
4. PLACE 47 LF OF 12" DUCTILE IRON PIPE, S = 0.01. TRENCH PER TB-1, NATIVE FILL IN DIRT LOCATIONS.
5. PLACE 88 LF OF 12" DUCTILE IRON PIPE, S = 0.01. TRENCH PER TB-1, NATIVE FILL IN DIRT LOCATIONS.
6. PLACE 178 LF OF 12" DUCTILE IRON PIPE, 0.01 < S <0.05. TRENCH PER TB-3.
7. CONSTRUCT 48" MH PER CITY S.D. DR-3.
8. PLACE 535 SF OF 2" AC OVER 6" AB PER CITY S.D. ST-1a.
9. REMOVE EXISTING GRAVEL DRIVEWAY TO LIMITS SHOWN ON PLAN AND PLACE 485 SF OF 2" AC OVER 6" AB DRIVEWAY, MATCH EXISTING GRAVEL. CONFORM TO EXISTING HOUSE/STAIR ELEVATION AND EXISTING BACK OF WALK.
10. REMOVE AND REPLACE 50 LF OF GOOD NEIGHBOR WOOD FENCE, IN KIND.
11. CURB AND GUTTER REMOVAL/REPLACEMENT INCIDENTAL TO PIPE INSTALLATION.
12. REMOVE AND REPLACE 37 LF OF EXISTING FRENCH DRAIN



ES–1

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

DESIGN BY: JOE A.
DRAWN BY: JOE A.
CHECKED BY: JESSE K.
SCALE: 1:10
DATE: 05/22/2026
PROJECT NO: 500259

PRINCIPAL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — N.SIVIGLIA — No. 87197 — Exp.9-30-27 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

STORM DRAIN REPAIR PROJECT

EAST STREET ALLEY

10

10

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Streets & Bridges Project Manual

Name of project:
STORM DRAIN REPAIR PROJECT

Department:
Public Works - Engineering

CITY OF ROSEVILLE CALIFORNIA

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Standard Construction Specifications	SCS
Assembly Bill No. 626	AB 626
Special Provisions (if applicable)	SP
Construction Details	CD

CITY OF ROSEVILLE

DEPARTMENT OF PUBLIC WORKS

Name of Project: STORM DRAIN REPAIR PROJECT

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposal will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until _____ at 3:00 p.m. Late proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on _____, 20__ at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: STORM DRAIN REPAIR PROJECT.

A pre-bid meeting will be held at N/A.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at https://www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name and address of the Bidder, and marked in capital letters on the front and back of the envelope as follows:

(Name of Bidder)

(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for

submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The City has determined that the Contractor shall possess a valid Class A GENERAL ENGINEERING Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of

California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 "Legal Relations and Responsibility" of the Standard Construction Specifications.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All questions prior to the deadline for bid submissions shall be directed to the attention of Joe Arino via Public Purchase. The deadline for submissions of questions and clarifications regarding the Contract Documents is _____. Only Addenda issued by the City are binding.

_____
City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

1-1.01 **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in Standard Construction Specifications Section 1.

1-1.02 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03 **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

SECTION 2: BID REQUIREMENTS

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked "PROP" plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of

Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02 **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself, and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05 **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed "Noncollusion Declaration" in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any

employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.07 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.08 **SCHEDULE OF BID PRICES.** Bidders are directed to submit firm unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern. The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the Standard Construction Specifications, Supplemental Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term "unbalanced bid" is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work

under a bid item will be performed during the course of the Project or that the Work will be performed at the quantities included in the Schedule of Bid Prices. As provided in the Standard Construction Specifications, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.10 **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

SECTION 3: EVALUATION OF BIDS

3-1.01 **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals $1,000,000, but the Bidder has written $1,250,000 as the Grand Total Bid Price, the City will consider $1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

3-1.02 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

3-1.03 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

4-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the Standard Construction Specifications, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the Standard Construction Specifications. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance

certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to

Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

5-1.01 **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Standard Specifications, Standard Construction Specifications, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled _____ _____, City of Roseville, California. This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers _____. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item ("unit") price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment,

delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance with the Contract Documents.

Accompanying this Proposal is _____.

(Notice: Insert the words "Cash $_____," "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: _____

_____

_____

_____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

_____

_____

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By_____	By_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

_____	_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is

authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB-CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

_____

_____
(Signature of Bidder)

_____

_____
Business Address

_____
Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____

a, _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Roseville in the penal sum of _____ dollars ($_____), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Roseville, acting by and through the Public Works Director, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of the City of Roseville, as aforesaid, for certain construction specifically described as follows, for which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street, Roseville, California, on _____, 20__ FOR

_____

(Copy here the exact title of work as it appears on the Proposal.)

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20___.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

_____

_____
Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

Project _____

Contractor _____

SCHEDULE OF BID ITEMS

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

_____
(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No_____

If the answer is yes, explain the circumstances in the following space.

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an "as is" basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

Print Name	Signature
Name of Business/Company/Corporation	Date
Address	Phone

END OF PROPOSAL

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and _____, a _____, ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the _____day of _____, 20_____, approved plans and specifications for the _____ _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the _____ day of _____, 20_____; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the _____ day of _____, 20_____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

_____

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR _____

_____ dollars ($_____) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $_____ per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within _____ Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE	CONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____day of _____, 20_____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

_____
_____

BY: _____
its: _____

and

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

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NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as _____. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled "Insurance Requirements." Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to Special Provisions for modifications of the Standard Construction Specifications, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: $_____.

Bonds must be sent to the following staff person:

_____

_____

_____

Insurance documents must be provided using one of the following methods:

a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us

b. By fax to (770) 335-5727 and (916) 774-5461

After using one of these methods, please **DO NOT** send the insurance certificate(s) by mail.

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the Standard Construction Specifications:

7-1.06 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and

limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the

Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not ____ Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract.

Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage

for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the ____ day of _____, 20___.

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: ____ _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:	SURETY:
BY:_____	BY:_____
PRINT NAME: _____	**PRINT NAME:** ____ _____
PRINT TITLE: _____	**PRINT TITLE:**_____
AND	MAILING ADDRESS:
BY: _____	_____
PRINT NAME: _____	_____
PRINT TITLE:_____	_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

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ADOPTION OF STATE SPECIFICATIONS

1. The State of California Department of Transportation ("Caltrans") Standard Specifications dated 2015, are hereby adopted as the Standard Specifications of the City of Roseville except insofar as they may be modified by these Standard Construction Specifications.

2. Except for Division 1, Section 2, numbering in these Standard Construction Specifications conforms to that in the Caltrans Standard Specifications. The existence of a section in these Standard Construction Specifications means that the corresponding section of the Standard Specifications is modified in some respect. Unless otherwise specified, the modified Standard Specification provisions are deleted entirely, and the provisions of these Standard Construction Specifications are substituted.

DIVISION 1. GENERAL PROVISIONS

SECTION 1. GENERAL

ACCEPTANCE. Shall mean the formal Acceptance by resolution of the Roseville City Council of an entire Contract which has been completed in all respects in accordance with the Plans and specifications and any modifications thereof previously approved, causing a notice of completion to be filed with the County Recorder.

ATTORNEY GENERAL. The City Attorney of the City of Roseville.

CITY ATTORNEY. The City Attorney of the City of Roseville.

CITY CLERK. Shall mean the City Clerk of the City of Roseville.

DEPARTMENT. Shall mean the Department of Public Works of the City of Roseville, also referred to as the Department of Contract Administration. References made to the Department of Transportation otherwise shall mean the State of California Department of Transportation.

DIRECTOR. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ENGINEER. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ESTIMATED COST. The estimate prepared by the Public Works Director of quantities of work to be performed.

LIQUIDATED DAMAGE. The amount to be deducted from payments due or to become due to the Contractor for delay, as set forth in the Special Provisions.

PLANS. The official Project Plans, Standard Plans, Improvement Plans, Construction Standards, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Director which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Plans whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

a. Standard Plans - The Standard Plans of the Department of Transportation of the State of California.

b. Project Plans - The Project Plans are specific details and dimension peculiar to the Work and supplemented by the Standard Plans, insofar as the same may apply.

c. Construction Standards - The City of Roseville Design and Construction Standards.

STATE. Reference to the State or State of California shall mean City or City of Roseville unless the reference is to a law or regulation of the State, and reference to Sacramento shall mean Roseville unless otherwise noted.

SECTION 2. BIDDING

SECTION 2 SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed shall be submitted as its bid. Bids not presented on forms so furnished will be disregarded.

The proposal form is bound in a book together with the Notice to Contractors, special provisions, and Contract. The proposal shall set forth for each item of work, in clearly legible figures and words, an item price and a total for the item in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as required therein.

All items shown on the schedule of bid items shall be properly filled in and shall include all costs of labor, materials, equipment, and State, Federal, or other taxes applicable to the transaction. The completed forms shall be without inter-lineations, erasures or alterations of any nature. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the name and post office address of each member of the

firm or partnership must be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer of said corporation. If the proposal is signed by an agent, a "Power of Attorney" must be filed with the proposal.

The proposal shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the time and date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Proposal forms shall be obtained from the Director of Public Works, City of Roseville, California. Proposal forms are not transferable.

2-1.02 **REJECTION OF PROPOSALS AND DISQUALIFICATION OF BIDDERS.** Proposals may be rejected if they show any alterations of the forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one (1) proposal for the work contemplated, will cause the rejection of all proposals in which the Bidder is interested. The City reserves the right to reject any and all proposals.

2-1.03 **PROPOSAL GUARANTY.** All bids shall be presented under sealed cover and accompanied by one (1) of the following forms of Bidder's security.

a. Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City.

b. The security shall be in an amount equal to at least ten percent (10%) of the bid amount. A bid will not be considered unless one (1) of the forms of Bidder's security is enclosed with it.

c. A Bidder's bond will not be accepted unless it conforms to a bond form approved by the City Attorney. Upon request "Bidder's Bond" forms may be obtained from the Department.

2-1.04 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the Director. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and City is under no obligation to return the bids.

2-1.05 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a

basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

2-1.06 **PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

2-1.07 **COMPETENCY OF BIDDERS.** If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with the Bid on a form approved by the City Attorney, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City Attorney prior to the time for awarding bids on the specific project for which it is submitted, a joint bid submitted by said Bidders will be disregarded. No bid will be accepted from or a Contract awarded to any Bidder to whom a proposal form has not been issued pursuant to Section 2-1.06.

2-1.08 **GUARANTY AND WARRANTY.** The Contractor shall guarantee and warrant all materials supplied as being fit for the purpose intended. The Contractor shall guarantee and warrant all work performed as having been accomplished in a proper and workman-like manner. The guarantee and warranty required by this section shall continue for a period of one (1) year after Acceptance of the Work.

Should any failure of the work occur within a period of one (1) year, after Acceptance of the project by the City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) calendar days after being given written notice of such failure; provided, however, that in case of emergency where in the opinion of the Engineer, providing a reasonable attempt has been made to notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work the faithful performance bond may be reduced at the discretion of the City Council to not less than ten percent (10%) of the Contract price to cover said guarantee.

Additional guarantees or warranties may be required by the Special Provisions.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.04 **CONTRACT AWARD.** The right is reserved to reject any and all proposals. The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) business days after the public opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the Roseville City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the public opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred and four (104) business days after public opening of the proposals. The above time periods within

which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

All bids will be compared on the basis of the Director's estimate of the quantities of work to be done.

3-1.05 **CONTRACT BONDS.** The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be in a form approved by the City Attorney and shall be secured by a surety company satisfactory to the City Attorney. If the Contract price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

3-1.18 **CONTRACT EXECUTION.** The Contract, in form and contents satisfactory to the City, shall be executed by the successful Bidder and returned, together with the Contract bonds and certificates of insurance within fifteen (15) calendar days after written notice that the Contract has been awarded, or as otherwise directed, in writing, by the City. No proposal shall be considered binding upon the City until the execution of the Contract by the City.

3-1.20 **FAILURE TO EXECUTE CONTRACT.** Section 3-1.20, "Failure to Execute Contract" is added as follows:

"Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds

and insurance as provided herein within fifteen (15) calendar days, or within a different timeframe specified by City in writing, after such Bidder has received notice that the Contract has been awarded to him or her, shall be just cause for the annulment of the award and the forfeiture of the Bidder's security to the City as Liquidated Damages. The successful Bidder may file with the Roseville City Council a written notice, signed by the Bidder or his or her authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him or her. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds and insurance within the time prescribed by Section 3-1.18."

SECTION 4. SCOPE OF WORK

There are no amendments to the Standard Specifications.

SECTION 5. CONTROL OF WORK

5-1.02 **CONTRACT COMPONENTS.** These Standard Construction Specifications, the Standard Specifications, the Standard Plans, the Improvement Plans, Construction Standards, Project Plans, project Special Provisions (and any addenda), the Agreement, Contract Change Orders, and all supplementary documents are all essential parts of the Contract between Contractor and the City. A requirement occurring in one (1) is as binding

as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

In resolving inconsistencies among two (2) or more sections of the Contract Documents, precedence shall be given in the following order:

A. Special Provisions

B. City of Roseville Standard Construction Specifications

C. City of Roseville Design and Construction Standards

D. State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans

E. Drawings

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the Plans, the Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the Plans, reference shall be made to the Director, whose decision thereon shall be final.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-1.20B(5) **CITY OF ROSEVILLE ENCROACHMENT PERMITS.** Section 5-1.20B(5), "City of Roseville Encroachment Permits" is added as follows:

"The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by

the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director."

5-1.20B(6) **CITY OF ROSEVILLE BUSINESS LICENSE.** Section 5-1.20B(6), "City of Roseville Business License" is added as follows:

"The Contractor shall obtain a business license from the City prior to commencing work."

5-1.20B(7) **OTHER PERMITS.** Section 5-1.20B(7), "Other Permits" is added as follows:

"The Contractor in coordination with the Director shall procure any necessary permits which the City has not specifically mentioned as obtaining."

5-1.31 **JOB SITE APPEARANCE.** The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

5-1.38 **MAINTENANCE AND PROTECTION RELIEF.** Section 5-1.38 is deleted.

5-1.43 **POTENTIAL CLAIMS AND DISPUTE RESOLUTION.** Section 5-1.43 is deleted in its entirety and replaced with the following:

5-1.43A **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to payment for any additional compensation for any act or failure to act by the City, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the City due written Notice of Potential Claim as hereinafter specified.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within three (3) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit a complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) calendar days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for

additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities

affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these Standard Construction Specifications, including but not limited to Section 5-1.43B.

It is the intention of this Section 5-1.43A that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he or she shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

5-1.43B **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) calendar days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) calendar days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claims that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claims shall be processed and made within sixty (60) calendar days after the public entity issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a

qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall be responsible for the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 9-1.22.

5-1.46 **FINAL INSPECTION AND CONTRACT ACCEPTANCE.** When the Director has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the Plans and specifications, the Director will recommend that the Roseville City Council formally accept the work, and immediately upon and after such Acceptance by the City, the Contractor will be responsible for the work done for a period of one (1) year.

SECTION 6. CONTROL OF MATERIALS

6-1.03 **LOCAL MATERIALS.** Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the Contract, they will drain and will blend in with the surrounding terrain.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02K(2) **WAGES.** The provisions of paragraphs 1and 2 of Section 7-1.02K(2) of the Standard Specifications are amended to read as follows:

"Pursuant to the provisions of California Labor Code Section 1773, the City has identified the source, stated below, of the general prevailing rate of wages applicable to the

work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and are incorporated herein as part of the Contract.

Pursuant to California Labor Code Section 1773.2, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work."

7-1.02K(6)(b) **EXCAVATION SAFETY.** For trenches or excavation five feet (5') or deeper, the Contractor shall obtain from the Division of Industrial Safety, a permit authorizing such construction.

7-1.02O **VEHICLE CODE.** Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Vehicle Code Divisions 11, 12, 13, 14, and 15. Attention is directed to the statement in Section 591 that this section shall not relieve the Contractor nor any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

7-1.03 **PUBLIC CONVENIENCE.** Section 7-1.03 of the Standard Specifications is amended in part as follows:

1. Delete paragraph 10 ("Install signs, lights, flares . . .") and substitute the following:

"In order to expedite the passage of public traffic through or around the work, the Contractor shall install signs, lights, flares, temporary railing (type K), barricades, and other facilities for the sole convenience and direction of public traffic as may be required. Also, as may be required, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, temporary railing (type K), barricades, flaggers, and other facilities shall be included in the lump sum paid for traffic control and no additional compensation will be allowed therefor.

In addition to the requirements previously specified for furnishing facilities and flaggers to expedite the safe passage of the public through or around the work, the Contractor shall at his or her expense furnish and erect within or adjacent to the work such warning, regulatory, or guide signs, markers, or devices as are necessary."

2. Add a paragraph at the end of the section to read as follows:

"In addition to the requirements hereinbefore specified for furnishing facilities and flaggers for expediting the passage of public traffic through or around the work, the Contractor shall furnish and erect, within or adjacent to the limits of the Contract, such warning, regulatory, and guide signs as may be required. The Contractor shall furnish, install and remove all such signs. Payment for furnishing, installing and removing all such signs shall be included in the lump sum price paid for traffic control and no additional compensation will be allowed therefor."

7-1.04 **PUBLIC SAFETY.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor

shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements

of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

In accordance with California Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred or more square feet (100') of asbestos must be “Certified” in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these Standard Construction Specifications is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection, as provided in the proposal as separate Bid Items.

7-1.05 **INDEMNIFICATION.** The City of Roseville and its officers, agents, employees, and volunteers, including but not limited to the Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or any things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or his or her subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville and its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person including, but not

limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute.

The duty of the Contractor to defend, indemnify, and save harmless includes, but is not limited to, the duties to defend as set forth in Civil Code Section 2778. The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Roseville, its officers, agents, employees, and volunteers from any and all claims, suits, or actions as set forth above regardless of existence or degree of fault or negligence, on the part of the City, the Contractor, the subcontractor or employee of any of these; except the duty does not apply where the injury or damage is due to the sole or active negligence or willful misconduct of the City.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) calendar days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior

to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.16F, "Retentions," of the Standard Construction Specifications.

C. If the City had retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

7-1.06 **INSURANCE COVERAGE.** Section 7-1.06 Insurance in the Standard Specifications shall be deleted in its entirety and replaced with the following:

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the

City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers'

Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance (If Required by Risk Management):** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The

maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and

obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

SECTION 8. PROSECUTION AND PROGRESS

8-1.04 **START OF JOB SITE ACTIVITIES.** The Contractor shall begin work by the date specified in the "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is begun. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance of a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor's own risk and as a volunteer.

SECTION 9. PAYMENT

9-1.11C **PAYMENT INCLUSIONS.** The following is added to Section 9-1.11C Payment Inclusions:

"No additional compensation will be made to the Contractor for claims of increased overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order. No compensation for extended performance will be granted unless the delay exceeds more than half of the float time available at the time of the delay."

9-1.16E(4) **STOP NOTICE WITHHOLDS.** The City may, at its option and at any time, retain out of amounts due the Contractor, sums sufficient to cover claims (including costs and attorneys' fees), filed pursuant to California Civil Code Section 9350 et seq.

9-1.16F **RETENTIONS.** The Department shall retain five percent (5%) of the Contract price as part security for the fulfillment of the Contract by the Contractor.

9-1.16G **PAYMENT OF WITHHELD FUNDS.** Section 9-1.16G, "Payment of Withheld Funds" is added as follows:

"Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to without any retention. If the Contractor so elects, a deposit with the City of securities with a value equivalent to the retention that would otherwise be withheld by the City shall be made. Said security shall be as provided in California Public Contract Code Section 22300, and shall be approved by the City both as to sufficiency and form. In the alternative, the Contractor may elect to deposit such securities in an escrow account and enter into a standard form Escrow

Agreement for Security Deposits in Lieu of Retention. Blank Agreements are available from the Public Works Director and the City Attorney's Office."

9-1.17 **PAYMENT AFTER CONTRACT ACCEPTANCE.** "Final Payment" shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Roseville shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty five (35) calendar days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Placer.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment (including the final payment) or certificate shall be construed to be an Acceptance of any defective work or improper materials. Final payment shall not release the Contractor from one (1) year guarantee of the work as provided in Section 7-1.17, "Acceptance of Contract" and Section 2-1.12 "Guarantee and Warranty" of these Specifications.

SECTION 14. ENVIRONMENTAL STEWARDSHITP

14-8.02 **NOISE CONTROL.** The provisions of Section 14-8.02 of the Standard Specifications are amended by adding the following:

"The Contractor shall additionally conform to the provisions of Roseville Municipal Code Chapter 9.24 where such provisions are more restrictive than these specifications."

14-9.01 **AIR QUALITY GENERAL.** The provisions of Section 14-9.01, "Air Quality General" of the Standard Specifications are amended by adding the following:

"Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from the Placer County Air Pollution Control District and City of Roseville Fire Marshall. A copy of the permits shall be filed with the Director

before beginning any burning. All such burning shall be conducted in strict conformance with the provision stipulated in said permits and at such times and in such manner as to prevent fire from spreading to areas adjoining the right-of-way."

14-11.02A **ASBESTOS REMOVAL AND DISPOSAL.** Section 14-11.02A, "Asbestos Removal and Disposal" is added as follows:

"The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease work and notify the City."

END OF STANDARD SPECIFICATIONS

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of $375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) ”Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) ”Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.
The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.
If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SPECIAL PROVISIONS

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SPECIAL PROVISIONS
FOR THE CITY OF ROSEVILLE
STORM DRAIN REPAIR PROJECT

SCOPE OF SPECIAL PROVISIONS

The work described in these Special Provisions shall be performed in conformance with the latest editions of the City of Roseville Standard Construction Specifications, City of Roseville Design and Construction Standards, 2015 State of California Standard Specifications, Amendments to the 2015 Standard Specifications, 2015 Standard Special Provisions, and 2015 Standard Plans, except insofar as these Special Provisions may modify them.

With the exception of section 2, “Bidding,” numbering in these Special Provisions conforms to that in the State Standard Specifications. The existence of a section in these Special Provisions means that the corresponding section in the Standard Construction Specifications, State Standard Specifications, and/or State Revised Standard Specifications is modified in some respect.

The construction materials, payments, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications, State Standard Specifications, and/or State Revised Standard Specifications for conformance.

DISCREPANCIES AND OMISSIONS

Replace section 5-1.02 with:

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify

discrepancies or omissions, in writing, within reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

1. Special Provisions
2. City of Roseville Standard Construction Specifications
3. City of Roseville Design and Construction Standards
4. Amendments to the 2015 State Standard Specifications
5. 2015 State Standard Specifications
6. 2015 State Standard Plans
7. Drawings

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over general Drawings. Detailed Drawings shall take precedence over General Drawings. Specific specifications take precedence over a general specification. Specification in a section takes precedence over a specification referenced by that section.

If a discrepancy is found or confusion arises, submit an RFI.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.06:

BMP	Best Management Practice
CAMUTCD	California Manual on Uniform Traffic Control Devices
PMAR	Polymer Modified Asphalt Rubber

Add to section 1-1.07B:

Replace the definition for holiday in section 1-1.07B with:

Holiday: Holiday shown in the following table:

Holidays

Holiday	Date observed
New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	The first Friday after Thanksgiving Day.
Christmas Day	December 25th

When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectfully) shall be a designated holiday.

2 BIDDING

Add section 2-1.00, "SCOPE" as follows:

The bidder's attention is directed to the provisions in section 2, "Proposal Requirements and Conditions", of the Standard Construction Specifications for the requirements and conditions which he/she must observe in the preparation of the proposal form and the submission of the bid.

Add section 2-1.09, "OBTAINING PLANS AND SPECIFICATIONS" as follows:

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be purchased or downloaded on-line from Public Purchase service at http://www.publicpurchase.com/. The service requires that the Contractor establish a username and password in order to download and/or order plans and specifications.

Add section 2-1.10, "SUBMITTAL OF PROPOSALS" as follows:

In addition to the requirements of the Notice to Contractor's and the Standard Construction Specifications, proposals must be submitted to the City Clerk, under sealed cover and plainly marked on the outside, STORM DRAIN REPAIR PROJECT no later than the date and time of public submittal of proposals as specified in the Notice to Contractor's. Any addenda to these Special Provisions or other contract documents shall be acknowledged where indicated.

Add section 2-1.11, "QUESTIONS" as follows:

Question shall be submitted in writing to http://www.publicpurchase.com/ no later than 7 working days prior to the bid opening. Questions submitted after the above listed deadline will not be addressed. The City will respond in writing to the questions no later than 3 working days prior to the bid opening.

3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.02A:

For a Base Bid/Alternate Bid project, the City of Roseville shall determine the apparent lowest responsive/responsible bidder, at the time of bid opening, based on the lowest total of the Base Bid plus the Alternative Bid items. The City of Roseville, if it chooses to award, shall award the lowest responsible/responsive bidder based on the lowest total of the Base Bid plus any Alternative Bid item(s) at the City's discretion. Depending on budget constraints, the actual project may, at the City's discretion, include items from only the Base Bid or from the Base Bid plus one or more Alternate Bid items. The Contractor must submit for all Base Bid and all Alternate Bid items. No response or response of zero on any bid item shall be deemed a non-responsive bid.

4 SCOPE OF WORK

Add to section 4-1.01:

The project consists of installation of drain pipes, drain inlets, drain manholes, drain pipe lining, and construction of concrete curb and gutter, and curb ramps.

Add to the list in the 1st paragraph in section 4-1.06B:

3. During the progress of the work, if material is discovered that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed and disposed at a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, the party discovering such conditions shall promptly notify the other party in writing before conditions are disturbed and before the affected work is performed.

Add to section 4-1.13:

The Contractor shall remove all temporary pavement delineation.

Prior to submitting the final payment request, the Contractor shall remove all reference markings (i.e. USA markings, striping reference points, utility reference points) placed during the course of work by pressure washing. Where the final roadway surface is micro-surfacing or high friction surface treatment, remove markings by hand painting all reference markings with paint that matches the treatment color. Paint shall be in rectangular blocks.

5 CONTROL OF WORK

Add to section 5-1.01:

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer, along with all affected utility companies, 2 working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide 1 inspector and 1 resident engineer for an 8 hour day and 40 hour per week basis only, excluding designated City, State, or Federal holidays. The Contractor shall reimburse the City in the amount of $175.00 per hour for inspection and $200.00 per hour for Resident Engineer costs for time in excess of 8 hours per day, 40 hours per week, or inspection performed during designated City holidays. Designated City holidays are listed in section 1-1.07B, "Glossary."

The Contractor shall provide a competent person during normal working hours to assist the Engineer, when required, in checking the Contractor's layout and for measuring quantities for payment purposes.

The Contractor shall cooperate with the Engineer so that checking and measuring may be accomplished with the least interference to the Contractor's operations.

Replace section 5-1.04 with:

5-1.04 Order of Work

The Contractor shall prepare a written schedule denoting locations and times of planned activities, and other impacts. The schedule for planned activities shall be submitted to the Engineer before or at the time of the pre-construction meeting. Contractor shall note that Work shall not start unless a schedule has been submitted and accepted by the Engineer. The schedule shall be prepared and submitted using either Microsoft Project or Primavera P6, or similar software acceptable to the City.

The Contractor must field verify (USA) all existing utilities and shall submit the report to the Engineer prior to beginning any Work at each site. After the construction, the Contractor shall remove all USA markings within the curb and sidewalk area from the residential streets. Removal shall be to a standard of what was existing prior to markings or better.

The Work shall be performed in conformance with the phases of construction shown on the Contractor's Traffic Control Plan and Stage Construction Plan as approved by the Engineer. At the discretion of the Engineer non conflicting Work in subsequent phases may proceed concurrently with Work in preceding phases.

The Contractor shall place and maintain Best Management Practices (BMP) in compliance with the Water Pollution Control Plan, the BMP's shall remain in place until Work is completed.

General order of Work shall be as follows:

1. Materials submittal and ordering of all long lead time procurement items.
2. Prepare and submit WPCP, Stage Construction Plan, and Traffic Control Plan
3. Place and maintain erosion control Best Management Practices (BMP), the BMP's shall remain in place until paving is completed.
4. Notify Underground Service Alert (USA) at (800) 642-2444 at least seventy-two (72) hours in advance of beginning Work on the Project
5. Locate all underground utilities and protect-in-place
6. Place Traffic Control plan and Changeable Message Sign (CMS)
7. Place temporary striping for all stages of Work
8. Complete Work per Contractor's stage construction plans

After paving the roadway and before the roadway is opened for use by the public, the Contractor shall place temporary pavement delineation.

Permanent pavement delineation shall be installed no later than fourteen (14) Calendar Days after paving.

Add to the end of section 5-1.09A:

The Department encourages the project team to exhaust the use of partnering in dispute resolution before submitting any potential claims.

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information through the Department's prompt payment monitoring system at https://caltrans.dbesystem.com:

1. Subcontractor's or entity's business name
2. Description of work performed
   2.1. Bid item numbers or change order numbers
   2.2. Written narrative of work performed

3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

Your subcontractors and other entities may validate payments received using the prompt payment monitoring system.

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith.

If the Department determines your withhold was not applied in good faith or that you failed to submit the required withhold notification, the Department may withhold the same amount from your future progress pay estimate. The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

Add to Section 5-1.20A:

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate his work with that of others, including utility companies, and other local agencies to prevent delays.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

Five days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by City staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations. The Contractor representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

Add to section 5-1.20B(1):

The Contractor may use water from City of Roseville fire hydrants provided that the required permits are obtained and the Contractor has paid the associated fees. The contractor shall supply the Engineer with a copy of the required permits.

More information regarding hydrant permits can be found by following the link below:

https://www.roseville.ca.us/government/departments/environmental_utilities/at_your_service/water_supply/hydrant_permits

The contractor shall obtain and comply with all necessary permits, licenses, agreements, and certifications.

Add to section 5-1.20B(4)

The Contractor is responsible for making arrangements to stock-pile and store equipment outside the public right of way as work is performed. Personal vehicles of the Contractor's employees shall not be parked on the traveled way, shoulders, or private property, including any section closed to public traffic.

The Contractor shall secure easements at their own expense for any areas required for plant sites, storage of equipment or materials, or for any other purposes. Before occupying any easement area, the Contractor shall provide the Engineer a written statement from each property owner verifying easement acquisition.

Staging areas located on private property shall be restricted to properties where the property owner has given written authorization to the Contractor for use of said property. The Contractor shall submit, at the preconstruction conference, documentation of the written authorization from the property owner(s). Prior to final acceptance of the project, the Contractor shall provide the Engineer a written statement of release from each property owner that granted an easement for the Contractor's operations.

Replace section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

The Contractor shall be responsible to provide all surveys to control the lines, elevations and dimensions of the work in conformance with the plans. Any deviation from the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facility.

The Contractor shall be responsible for the accuracy of his/her own layout work and shall be responsible and liable for the preservation of all established lines, grades and layout points. Stakes damaged or destroyed by the public, or operations of the Contractor, will be replaced at the Contractor's expense.

Add to section 5-1.32 of the Revised Standard Specifications:

The contractor shall submit a haul route for use for each roadway segment on the project.

The haul route must be utilized by all construction traffic. Any observed deviation from this route shall result in damages in the amount of $1000 per occurrence.

Add to section 5-1.36 of the Revised Standard Specifications:

The Contractor shall notify Underground Service Alert (USA) at (800) 642-2444 at least 72 hours in advance of beginning work on the project. The Contractor is cautioned that there are underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, fiberoptic, traffic, and storm drainage collection facilities.

The scope of this project is not anticipated to interfere with existing underground or overhead utilities. However, the Contractor shall take notice of existing utility covers and trench lines. The Contractor shall use extreme caution when excavating and paving in the vicinity of such facilities.

The Contractor shall visit the site of the proposed work and determine the quantity and location of the manholes, valve covers and utility appurtenances to be encountered in the proposed work area and adjust his/her bid accordingly. Damage to such utilities resulting from the Contractor's operations to complete the project shall be repaired at the Contractor's expense.

Where possible conflicts exist, the Contractor shall verify the grade and location of existing underground utilities by careful hand digging prior to beginning work. In the event the Contractor discovers existing utilities within the limits of the excavation, the Contractor shall immediately notify the Engineer and the affected utility owner by the most reasonable expeditious method and later confirm in writing. All required relocation of existing facilities that interfere with the work shall be made by the owning agencies.

All existing utilities are to remain in service during construction. The Contractor shall be required to work around existing utility poles that will remain in the curb or sidewalk. The Contractor shall also be required to work around existing utility poles that are not within the actual pavement sections. Minor changes in alignment of slopes shall be made to avoid direct conflict that will interfere with the intended purpose of the facility.

The Contractor shall be responsible for properly removing and disposing of any temporary pavement markers.

Add to Section 5-1.36E of the Revised Standard Specifications:

Within the project limits, there are various types of survey monuments including monuments within wells/boxes and unprotected monuments within the existing asphalt.

Prior to the start of work, the contractor shall coordinate with a City contracted surveyor while they mark all monuments within the project with paint. The contractor shall protect all monuments in place. The City may conduct a post construction survey to determine if a monument has been disturbed, obliterated, or otherwise obscured during construction. The Contractor shall be responsible for all costs to re-establish the survey monuments that disturbed, obliterated, or otherwise obscured during construction to the latest City Standards or as directed by the Engineer.

Add section 5-1.36F:

It shall be the responsibility of the Contractor to protect existing roadway facilities (including but not limited to culverts, manholes, monuments, railings, signs, traffic signal detectors, and other roadway appurtenances). Facilities damaged due to the Contractor's operations shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.

In the event that a sign is knocked down or street maintenance type work is required in the City of Roseville, the Contractor shall immediately call Street Maintenance at (916) 774-5790 during business hours or (916) 847-1611 during non-business hours so a repair crew can be dispatched. If traffic signal detector facilities, signal or lighting facilities are cut or damaged during construction, Traffic Signal Maintenance shall be immediately contacted at (916) 774-5339 during business hours or at (800) 745-8894 during non-business hours. Traffic signal detector loops shall be replaced within 24 hours; Traffic signal wiring shall be repaired immediately.

6 CONTROL OF MATERIALS

Add to section 6-2.02A:

Material testing for this project will be provided by the Contractor as set forth in section 6 of the State Standard Specifications and the most current City of Roseville's Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project. The Contractor may elect to place material without the approved certificates of compliance and mix designs at Contractor's own risk. The Contractor shall notify the Engineer in writing to get the approval of placement of material without approved certificates of compliance and mix design, and $10,000 will be withheld from the Contractor's progress payment for each certificate of compliance and mix design until the certificate of compliances and mix designs are submitted and approved.

Samples, certificates of compliance, lists of materials and material sources, access to facilities, requests for testing and all other data relating to material testing shall conform to section 6 of the State Standard Specifications, "Control of Materials." Contractor shall provide the Engineer with 5 working days' notice of the need for material testing.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.03:

The Contractor shall immediately remove all asphalt material on gutters, sidewalks, and driveways that was tracked or sprayed by equipment or personnel under the Contractor's control.

Add to section 7-1.04:

The Contractor shall cooperate with and notify the local police and fire departments, refuse, ambulance services, transit, hospitals, and Public Works Street Division of proposed construction operations 5 days before work is to begin.

The Contractor shall be responsible to notify and coordinate their schedule with schools that may be in or adjacent to the projects area.

8 PROSECUTION AND PROGRESS

Add to section 8-1.01:

The Contractor shall prepare a Traffic Control Plan that conforms to section 12, "Temporary Traffic Control."

Replace section 8-1.02 with:

8-1.02 SCHEDULE

The Contractor shall submit a progress schedule to the Engineer at the preconstruction conference. The progress schedule shall state the street name, the anticipated start and completion dates and the type of construction operation anticipated for each street, and an alternate date in the event the Contractor does not meet their schedule. Work that exceeds the stated completion date shall be understood as being out of conformance with the progress schedule and these Special Provisions. Strict conformance to the progress schedule shall be maintained and should the Contractor not meet their schedule liquidated damages shall apply as outlined in these Special Provisions, the only acceptable delay is due to weather. The Contractor shall submit a revised progress schedule within 5 working days of the Engineers written request.

Scheduling of change orders or extra work orders is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change orders or extra work order and submit it to the Engineer for review and approval. With the concurrence of the Engineer, change or extra work orders of a magnitude less than $500 do not need to be scheduled, unless the order affects the project schedule or other outside parties.

If the Engineer finds the Contractor is entitled to an extension of any completion date under the provisions of the contract the Engineer's determination of the total number of days extension will be based upon the current analysis of the schedule and upon data relevant to the extension.

Replace section 8-1.03 with:

8-1.03 PRECONSTRUCTION CONFERENCE

Prior to the start of construction, a preconstruction conference will be called by the Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representation at this conference shall include all major superintendents for the work and may include major Subcontractors and material suppliers.

The Contractor shall be responsible to coordinate utility relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and

additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference or within 5 working days thereafter.

Add to section 8-1.04:The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 75 **Working Days** beginning no later than the fifteenth calendar day after the date shown on the Notice to Proceed.

Notify the Engineer in writing that all work has been completed. The Engineer will create a punch list of items to be addressed prior to acceptance. Complete all punch list items within the contract working days.

Add to section 8-1.10A:

The City specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Add to section 8-1.10B:

The roadway shall be fully opened to traffic by the end of the roadway's last working hour. The Contractor shall pay to the City liquidated damages of $1,000 per hour for each hour, or portion of an hour, after the last working hour is exceeded and that a traveled lane remains closed due to the Contractor's operations.

After the working hours of the roadways are exceeded by 1 hour of the last working hour, the Contractor shall pay to the City liquidated damages of $2,000 per hour for each hour, or, portion of an hour, that a traveled lane remains closed due to the Contractor's operations.

For other failures to complete work within a specified time, unless otherwise specified herein, the Contractor shall pay to the City liquated damages of $2,000 per hour for each hour, or, portion of an hour, that the work remains incomplete.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Add to section 8-1.10C with:

The Contractor shall pay to the City liquidated damages of $600 per day for each day, or portion of a day, that a street is not swept as outlined in these Special Provisions.

For other failures to complete work by a specified time, unless otherwise specified herein, the Contractor shall pay to the City liquated damages of $2,000 per hour for each hour, or, portion of an hour, that the work remains incomplete.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Add to section 8-1.13:

The Contractor is responsible for all material and/or equipment necessary to perform the project as specified. Should the City have to supply the Contractor with time, material, or equipment to complete work beyond that which is specified herein, the Contractor shall be billed accordingly.

9 PAYMENT

Add to section 9-1.02A:

Payment for all work bid at a price per unit of measurement will be based upon actual quantities of work as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim for anticipated profits, or loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done or materials furnished and the estimated amount.

The percentage paid for “Traffic Control System” and “Placement and Maintenance of BMPs” bid items on each progress payment shall be based on percentage of actual work completed excluding those items not to exceed 100%.

Add to section 9-1.16A:

The Contractor shall submit all requests for progress payments using the forms included in Appendix A:

Form CC1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to its request for payment. This will be mandatory on all contract requests.

Form CC2: Progress Payment Request – Detail - This form may be used by the Contractor to provide the detail required to verify payment quantities. (City will accept the Contractor’s standard form if it provides the required information).

Form CC3: Quantity Change Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the contract, the City will issue a “Balancing Change Order” incorporating all quantity increases and decreases in the contract items of work.

Replace Reserved in section 9-1.17A with:

The Contractor shall submit:

Form CC4: Final Release Form - This form must accompany all requests for final payment (see Appendix A).

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

12-1 GENERAL

Add to section 12-1.01:

Attention is directed to sections 7-1.03, “Public Convenience,” 7-1.04, “Public Safety,” and 12, “Temporary Traffic Control,” of the Revised State Standard Specifications, State Standard Specifications, Standard Construction Specifications, and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the requirements of section 7-1.04, “Public Safety.”

Section 12-1.04:

This section of the State Standard Specification has been deleted.

12-3 TEMPORARY TRAFFIC CONTROL DEVICES

Add to section 12-3.32

In addition to Section 12-3.32 of the State Standard Specifications, portable changeable message sign shall be furnished, placed, operated and maintained for the duration of the project in conformance with the provisions in Section 12, “Construction Area Traffic Control Devices,” of the State Standard Specifications and these Special Provisions. Contractor shall provide portable changeable message signs at the beginning and end of the improvements shown on PFE Road (both directions).

Portable Changeable Message Signs (PCMSs) shall be placed at least 5 working days prior to the start of initial work and shall remain in place for the duration of the work on the segment is fully complete. Changeable message signs shall state the street the work is taking place, the dates, the time of work and type of work. Changeable message signs shall be turned off after initial work on a roadway segment is complete and no work is anticipated on a segment for five (5) working days. Prior to resuming work on a roadway segment, changeable message signs shall be turned on five (5) working days in advance.

PCMSs shall be locked with combination locks and password protected. The combination and password shall be provided to the City.

The contract price paid for each PCMS shall include full compensation for furnishing all labor, materials, tools, equipment, maintenance, relocating, removal, and incidentals, and for doing all work involved in placing, maintaining, and removing PCMSs, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

12-4 MAINTAINING TRAFFIC

Add to section 12-4.01A:

At the preconstruction conference, the Contractor shall submit a Traffic Control Plan showing traffic control measures and/or, if approved, detours for vehicles and pedestrians affected by the construction work. A minimum of 7 working days will be required to review and provide the Contractor with comments on the plan. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work until the Engineer has accepted the traffic control plan.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning, and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours per day and shall not be limited to normal working hours.

The Traffic Control Plan shall cover all stages of work, per site, and include (but not limited to) the following information and detail: (1) Street closures and detours if allowed; (2) construction, warning,

detour and restriction signs, including "No Parking", “Loose Gravel”, “Construction Area Speed limit Signs, “and “Bump Ahead” signs; (3) temporary striping and pavement markers; (4) barricades; (5) flashing arrow signs; (6) lighted message boards; (7) portable delineators; (8) traffic cones; (9) lights, flares, flaggers, and spacing’s.

A copy of the accepted Traffic Control Plan must be kept at the job site at all times.

Temporary lane closures will be allowed only during approved working hours. During the closures, the contractor shall maintain access to adjacent properties. No lane closures may begin without an approved traffic control plan. Contractor shall provide at least 1 lane in each direction on all existing streets throughout the construction project unless otherwise approved in writing by the Engineer.

When work is performed within 200’ of an intersection, the Contractor shall request that the traffic signal be placed in red flash. The Contractor shall submit a Red Flash Request form at minimum 72 hours in advance of the date of work to the Resident Engineer and the City Traffic Engineering Team. Requests placed after 4:30pm shall be considered as placed 8:00am the following day. The Red Flash Request Form is included in Appendix B. If no work is being performed with an intersection, the Contractor shall inform a City representative so the signal will be restored to normal operations. The intent is that the traffic signal is placed in Red Flash when lanes will be taken approaching and at the intersection and when work will occur within the limit lines.

At all intersections, the Contractor shall provide a minimum of 2 flaggers per intersection while the intersections are in red flash, or as determined by the Engineer.

The Contractor shall diligently progress with operations within signalized intersections and communicate with the Engineer for restoring signalized intersections to normal operations once the Contractor’s operations are complete within the limits of signalized intersections.

The Contractor shall cooperate with and notify the local police and fire department, ambulance services, hospitals, post office, refuse collectors, schools and school districts, transit, residents and any other party as directed by engineer of proposed construction operations and traffic control operations a minimum of 5 working days before work is to begin in each work area. If changes are made to the traffic control operations, Contractor shall re-notify at least 2 working days before work is to begin. In addition, the Contractor shall make available a 24 hour telephone number in case of emergencies and/or problems.

A minimum of 5 working days before work is to begin in each work area. If changes are made to the traffic control operations, Contractor shall re-notify at least 2 working days before work is to begin. In addition, the Contractor shall make available a 24 hour telephone number in case of emergencies and/or problems.

All contractor employees shall be instructed to stop work and remove any equipment or materials that maybe impeding emergency response.

The Contractor will be responsible for notifying residents and businesses of the proposed construction. Notifications shall be distributed to residents and businesses within a 100 feet radius of the job limits.

Notifications to affected residents and businesses within the work areas and shall consist of 2 phases which shall be performed for all roadway treatments applications. The first phase notifies the affected residents and businesses of the upcoming construction through the use of “door hanger” type formatted notifications. The notification shall state the street name, the working hours, and the anticipated begin and completion dates for each street. The City will provide a digital copy of “door hanger” for each treatment for use by the Contractor. The Contractor shall distribute the door hanger notifications a minimum of 5 working days in advance of any work. This shall be repeated for each roadway treatment. If work is adjacent to gated communities, the contractor shall mail notifications 2 weeks in advance of proposed work. The contractor shall review the work area prior to submitting a bid and determine if gated communities are within the notification zone and inform their bid accordingly.

Notifications shall be tucked neatly in doorjambs, handles, or partially under mats. Notifications shall not be glued, stapled, tacked, or otherwise attached to property. The Contractor shall take care to stay on designated walkways during delivery of notifications, and be polite to citizens encountered.

The second phase consists of the Contractor posting “No Parking” signs on barricades 48 hours prior to the work on streets that allow parking where required. The “No Parking” signs shall also include the exact working day the construction work will take place. A warning indicating that vehicles will be towed away at the owner’s expense shall also be included on the “No Parking” signs. In addition, the Contractor shall make available a 24 hour telephone number in case of emergencies and/or problems and shall post the telephone number on the “No Parking” signs. The Contractor shall be responsible for placing temporary “No Parking” signs in advance of any construction activity. Barricades shall be placed a maximum of 500 feet apart, on both sides of the affected street. This shall be repeated for any subsequent construction operation portion of work. At the preconstruction conference, the Contractor shall provide the Engineer a copy of the proposed notification “No Parking” for acceptance.

Emergency access to driveways, intersections, and residential streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

Lane and street closure shall not be allowed without proper advance warning devices, signing and flag persons in conformance with the State Standard Specifications and these Special Provisions. At the completion of each working day, all lanes of traffic shall be open to the public. Street closure shall not be allowed on schedule refuse collections days.

The provisions in this section shall not relieve the Contractor from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety.”

Traffic Control shall include all labor, tools, equipment and materials required to provide, maintain, and remove all signage, flagmen, temporary barricades, and appurtenances to provide traffic control within the project limits as set forth in the State Standard Specifications, California Manual on Uniform Traffic Control Devices (CAMUTCD), these Special Provisions, and as directed by the Engineer.

The Contractor shall have on their payroll a competent person responsible for all traffic control required for this project. The person shall be on site at all times whenever traffic control is in effect. Contractor shall identify this person at the preconstruction conference.

Should the Contractor decide to subcontract the traffic control portion of this project, the Subcontractor shall be available as previously described. In addition, the Contractor shall also appoint a person to oversee the traffic control operations. The Contractor's appointee shall be available and responsible to implement the necessary traffic control plan according to the accepted traffic control plan and the latest edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Any vehicle used to place, maintain, or remove components of a traffic control system on multilane highways at night shall be equipped with a Type II flashing arrow sign which shall be in operation at all times while the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

During the working hours, the Contractor may, with the Engineer's approval, close 1 or 2 of the traffic lanes in each direction of existing 4 lane and 6 lane roads respectively, to perform the required work. One travel lane shall remain open in each direction. Lane closure shall not be allowed without proper advance warning devices and signing, and flag person control in conformance with the State Standard Specifications and these Special Provisions. The Engineer shall be the sole judge of the spacing, length, and sequence of the lane closure areas. At the completion of each working day, all existing lanes of traffic shall be maintained open to traffic and temporary traffic markers shall be placed (if necessary). Provisions must be made for the uninterrupted passage of emergency vehicles through the project limits at all times, regardless of controlled traffic conditions existing at the time.

During the working hours, the Contractor may, with the Engineer’s approval, close 1 of the traffic lanes of and existing 2 lane road, to perform the required work. The contractor shall maintain two-way traffic. Lane closure shall not be allowed without proper advance warning devices and signing, and flag person control in conformance with the State Standard Specifications and these Special Provisions. The Engineer shall

be the sole judge of the spacing, length, and sequence of the lane closure areas. At the completion of each working day, all existing lanes of traffic shall be maintained open to traffic and temporary traffic markers shall be placed (if necessary). Provisions must be made for the uninterrupted passage of emergency vehicles through the project limits at all times, regardless of controlled traffic conditions existing at the time.If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

If there is a discrepancy and/or the Traffic Control Plan submitted and approved by the City is not followed Contractor shall correct the discrepancy within 1 hour. If this is not mitigated the Contractor will stop work as directed by the Engineer.

For the Piedmont Way work (Sheet 7-9), road closure is permitted with proper detour and signage. Half of roadway can be “no-parked” and must allow access to residence driveways at all times.

For the Royer Park work (Sheet 4), no chemicals, construction material, or other pollutants are permitted to discharge into Dry Creek and no work will be permitted between October 15th and April 15th. Park Drive must remain accessible to traffic at all times.

Working hours for each segment is as follows:

Sheet 3 (Denios)	7:00am - 7:00pm
Sheet 4 (Royer Park)	7:00am - 7:00pm
Sheet 5 (Edgemont)	7:00am - 7:00pm
Sheet 6 (PFE Rd.)	9:00am - 7:00pm
Sheet 7-9 (Piedmont)	8:00am – 4:30pm
Sheet 10 (East St.)	8:00am - 4:30pm

Replace section 12-4.02A(2) with:

8-4.04A(2) Definitions

See section 1-1.07B of these Special Provisions for designated holidays.

Add to section 12-4.02C(3)(a):

Non-compliance with the traffic lane closure hours as specified in these Special Provisions shall result in a deduction from the Contractor’s progress payment(s) as specified in section 8-1.10B.

Replace Reserved in section 12-4.10 with:

Full compensation for conforming to all requirements specified in section 12, “Temporary Traffic Control,” excluding sections 12-3.32, “Portable Changeable Message Signs” and 12-6, “Temporary Pavement Delineation,” shall be considered as included in the contract lump sum price paid for “Traffic Control System.”

12-6 TEMPORARY PAVEMENT DELINEATION

Replace the first sentence in section 12-6.01 with:

Section 12-6 includes specifications for placing temporary pavement delineation.

Add to section 12-6.01:

Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety.”

Whenever existing thermoplastic traffic stripes, pavement markings and pavement markers are obliterated the minimum temporary pavement delineation to be provided shall be a single coat of waterborne traffic line paint applied in conformance with section 84, “Markings” of the State Standard Specifications and these Special Provisions.

Temporary pavement delineation shall be placed after any existing thermoplastic pavement striping, markings, and pavement markers or temporary paint has been obliterated by construction operations, other than operations that place the final pavement surface, temporary raised pavement markers or traffic tape shall be installed prior to opening the traveled way to public traffic or as determined by the Engineer. No difference in alignment between temporary markers and the existing thermoplastic stripes and markings shall be allowed. At no time shall lane widths be narrower than what is specified in the City of Roseville Standard Construction Plans and Specifications. If, in the opinion of the Engineer, a misalignment exists it shall be repaired immediately to the satisfaction of the Engineer at the Contractors expense.

Temporary pavement delineation on the final pavement surface shall be temporary raised pavement markers and shall only be used for lane line delineation, limit lines and yield lines shall be traffic tape. The temporary raised pavement markers shall be the peel and stick variety. All raised pavement markers shall be removed prior to the placement of permeant pavement delineation. Temporary raised pavement markers shall be continuously maintained such that all lanes are clearly identified at all times. Failure to place permanent pavement delineation within 14 days of the final surface shall require the contractor to remove and replace all temporary delineation and be assessed damages.

Add section 12-6.03C with:

Whenever edge lines (including bike lane lines) are obliterated, the edge line delineation to be provided for that area adjacent to lanes open to public traffic shall consist of traffic delineators placed longitudinally at 100-foot maximum intervals.

Add to section 12-6.04:

Full compensation for conforming to all the requirements specified in section 12-6, “Temporary Pavement Delineation” shall be considered as included in the lump sum contract price paid for “Temporary Pavement Delineation.”

13 WATER POLLUTION CONTROL

13-1 GENERAL

Add to section 13-1.01A:

BMP devices shall conform to those shown within the City of Roseville’s Storm Quality BMP Guidance Manual for Construction. The acceptable DI protection is shown in Appendix D of these Special Provisions and shall be installed and maintained by the Contractor. BMP’s shall remain in place during the full construction processes, plastic and or roofing paper is not acceptable to be used for drainage covers.

Add to section 13-1.04:

Full compensation for conforming to all requirements specified in section 13, “Water Pollution Control” shall be considered as included in the contract lump sum price paid for “Placement and Maintenance of BMPS.”

14 ENVIRONMENTAL STEWARDSHIP

14-8 NOISE AND VIBRATION

Add to section 14-8.02:

Noise level requirements shall apply to all equipment used on the project including, but not limited to, trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

19 EARTHWORK

19-1.01A Summary

In addition to the requirements of Section 19-1.01 of the State Standard Specifications, the following shall apply:

The Contractor shall perform all excavation required for the complete project, to the lines and grades as shown on the Project Plans, as described in these Special Provisions, and as directed by the Engineer.

19-2.00 Roadway Excavation

In addition to the requirements of Section 19-2 of the State Standard Specifications, the following shall also apply:

Excavated material not reused shall be disposed of in accordance with the provisions of Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" and 16-1.04 "Removal and disposal of Materials", of the State Standard Specifications.

The Contractor shall do all excavation of whatever substance is encountered to the lines and grades shown on the plans. All material suitable for use as backfill shall be piled in an orderly manner a sufficient distance from the side of the excavation to avoid overloading and to prevent sliding into the excavation. The Contractor shall do such grading as is necessary to prevent surface water from entering the excavation.

Excavations adjacent to the existing roadway shall be closed at the end of each day's work. At the option of the Contractor, steel cover plates may be used at the end of each workday to cover excavations not backfilled adjacent to the roadway.

Excess excavated material suitable for use elsewhere in the construction may be reused therein. All surplus or unsuitable material with the exception of asphalt grindings shall become the property of the Contractor and shall be removed from the job site to a predetermined disposal site at the Contractor's expense.

The Contractor shall remove and dispose of all water entering excavations. Disposal of water shall be done in a manner to prevent damage or nuisance to adjacent properties.

Existing asphalt concrete pavement that is to remain intact shall be saw cut in a neat, straight, parallel line. All pavement damaged during the work shall be cut out in a rectangular pattern and removed and paved.

The maximum lift of backfill material shall depend upon the type of backfill material, relative compaction required, and proposed compaction method to be used, but in no case shall the loose lift thickness of any material exceed 8 inches.

HAZARDOUS MATERIAL DISPOSITION:

During the course of trenching, grading, grinding, or other excavation, should potentially hazardous materials or other questionable materials be encountered, the City's Resident Engineer shall be contacted immediately. The Contractor shall mark the site. The City will respond within 24 hours to investigate the site and render an opinion on the questionable materials regarding future action at the site. The intent is to minimize schedule delays to the construction.

The City will be responsible for delineating any required exclusions zones, removing and containerizing questionable material, as well as monitoring the work site for compliance with applicable health and safety compliance.

Removed material will be contained in drums, or drop boxes, depending on the volume, and temporarily staged within the fenced area behind the existing building located at the west side of the parking lot. The staging duration will only be long enough to obtain analytical laboratory results and confirm disposition

instructions on the material. For each discovery, it is anticipated the material will be staged for less than 30 days.

PAYMENT

The intent of the Roadway Excavation item is to provide a method of payment for areas that are excavated and stabilized by a shallow excavation and deep lift of hot mix asphalt. The roadway excavation quantity shall only be quantity of soil excavated. Hot mix asphalt shall be paid under the Hot mix asphalt unit price.

The contract unit price paid per cubic yard for Roadway Excavation shall include in the cubic yard price paid for in roadway excavation and the full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in performing roadway excavation complete in place, including excavating, sloping, rounding, loading, hauling, depositing, spreading, compacting and preparing subgrade and dewatering, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

The estimated quantity for "Roadway Excavation" bid item is included in order to establish a unit price per each. The Contractor shall obtain written authorization from the Engineer prior to placement of material. This contract bid item shall be paid only on the basis of written authorization from the Engineer. The City reserves the right to increase, decrease, or delete this item entirely at the discretion of the Engineer. Changes in quantity shall be paid at the unit price specified in the Contractors bid, no additional compensation shall be allowed for changes in quantity. No additional compensation shall be due the Contractor in the event this bid item is deleted entirely.

19-2.02 UNSUITABLE MATERIAL

In addition to the requirements of Section 19-2 of the State Standard Specifications, the following shall also apply:

Should unsuitable material be encountered which, in the opinion of the Engineer, cannot be stabilized, the Contractor shall remove the unsuitable material to the dimensions and limits directed by the Engineer. The Contractor shall use extra care in excavating unsuitable materials so as not to aggravate the conditions. If, in the opinion of the Engineer, the Contractor's methods and equipment are increasing the amount of unsuitable materials to be excavated, the Engineer will require the Contractor to take necessary steps to correct the situation. Should the problem continue, the Contractor shall pay all costs beginning from the time correction steps were last implemented.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Unsuitable materials shall be removed from the job site.

The Contractor shall make provisions to replace all material identified as unsuitable. Typical treatment for unsuitable base will include excavation of 12" of material, placement of Tensar BX1200 Geogrid or equal, and placement of Class II AB.

The estimated quantity for "Unsuitable Material" is for bidding purposes only and an estimated 100 cubic yards has been included. The quantity can be extended, reduced, or deleted at the discretion of the Engineer, with no change in the unit bid price. If unsuitable material is discovered, the Contractor will notify the Engineer for approval of excavation and backfill. If the Engineer does not approve that the material is unsuitable prior to excavation and backfill, the Contractor will be responsible for the cost of excavation and backfill.

The contract unit price paid per cubic yard for Unsuitable Material shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, backfill, geogrid, aggregate base, compaction, removal and incidentals, and for doing all work involved in constructing Unsuitable Material, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor

DIVISION V SURFACINGS AND PAVEMENTS

39 HOT MIX ASPHALT

SECTION 39 HOT MIX ASPHALT (ASPHALT CONCRETE)

Add to Section 39-2.01:

Contractor may choose either to slurry to the top of the trench and come back after trenching operations are completed to grind and place HMA or HMA shall be placed back within the same week after trench was opened. No additional compensation will be given.

Replace Section 39-2.02B(3) with:

Asphalt binder for Type A Hot Mix Asphalt shall be performance grade 64-10 paving asphalt conforming to Section 92, “Asphalt Binders,” of the Caltrans Standard Specifications.

Add to Section 39-2.02B(4):

Type A Hot Mix Asphalt shall be, ½” Maximum Medium Gradation. A mix with ¾” Maximum Medium Gradation may be used for the bottom lift(s).

Replace Section 39-2.02D with:

39-2.02D Payment

The contract unit price paid per ton for Hot Mix Asphalt (1/2”, Type A) shall be paid for in the “Hot Mix Asphalt (1/2”, Type A)” and shall include full compensation for furnishing all labor, materials, tools, cores, testing, 1 Job Mix Formula, equipment, and incidentals and for doing all the work involved in placing HMA (1/2”, Type A), including, cores, placing, leveling, and compacting material as shown on the plans, as specified in the Standard Specifications, and as directed by the Engineer.

This item is specific to the asphalt overlay of the intersection at Piedmont Way and Sheffield Avenue (Sheet 9 of the plans) and the asphalt paving work of the alley and driveway on East Street (Sheet 10 of the plans).

Replace Section 39-3.04D with:

39-3.04D Payment
Full compensation for conforming to all requirements specified in section 39-5 and Cold Planing to a depth of 2-inches or as indicated on the plans and the contract documents, shall be considered as included in the contract unit price paid per square yard for “Cold Plane Asphalt Concrete”.

This item is specific to the overlay of the intersection at Piedmont Way and Sheffield Avenue (Sheet 9 of the plans) and the asphalt paving work of the alley and driveway on East Street (Sheet 10 of the plans).

DIVISION VI STRUCTURES
51 CONCRETE STRUCTURES

51 1.01 CONCRETE STRUCTURES
Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and Section 71 of the City of Roseville Construction Standards and these special provisions.

51 1.02 MINOR STRUCTURES
Drop inlets, drainage manholes, concrete inlet structures, and other miscellaneous concrete structures not specified elsewhere shall conform to the Section 101—Drainage of the City of Roseville Construction Standards and Section 51—Concrete Structures of the Caltrans Standard Specifications.

The contract unit price paid for Drop Inlets Type “C” and Modified Drainage Inlets Type “C” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Drainage Inlets Type “C” and Modified Drainage Inlets Type “C” complete in place, including connection of storm drain, metal grates, reinforcing steel, excavation, backfill, and compaction as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Concrete aprons adjacent to drop inlets shall conform to Section 73-1.01 “Miscellaneous Concrete Construction” of these special provisions. Full compensation for concrete aprons shall be considered as included in the contract unit price paid for the adjacent inlet type and no additional compensation is allowed.

The finished grade for pavements, aprons or other roadway structures shall be uniform without abrupt changes in grade or alignment and match the existing surfaces at the perimeter of the section.

51-1.23 PAYMENT
The contract price paid per each for Drop Inlet Type “C”, Modified Drop Inlet, Precast Storm Drain Manhole, and other miscellaneous concrete structures shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and constructing drop inlets, drainage manholes, inlet structures, and other miscellaneous concrete structures, complete in place, including removal of existing drainage facilities, saw cutting, structure excavation and structure backfill, frames, grates, racks, covers, miscellaneous hardware, and adjustment of frame and grate to grade, as specified on the Plans, and as specified in the City of Roseville Construction Standards, the Caltrans Standard Specifications, and as directed by the Engineer.

SECTION 65: REINFORCED CONCRETE PIPE
In addition to Section 65 of the Caltrans Standard Specifications, the following shall apply:

The Contractor shall furnish and install Storm Drain Pipe in conformance with Section 101 of the City of Roseville Construction Standards, the Plans, and as specified herein. The materials for the Storm Drain Pipe shall consist of reinforced concrete pipe (RCP), or ductile iron pipe (DIP) pipe or high density polyethylene (HDPE) pipe in conformance with Section 101 of the City of Roseville Construction Standards and Design and Construction Details TB-3 and DR-19.

The contract price paid per linear foot for Storm Drain Pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing Storm Drain Pipe complete in place including removal and disposal of asphalt pavement, existing drainage facilities, structure excavation, placement and backfilling of pipe, connecting new pipe to new and existing facilities, including collars, manhole connections, and caps, placement of aggregate base and asphalt pavement as specified on the Plans, and as specified in the City of Roseville Construction Standards, the Caltrans Standard Specifications, and as directed by the Engineer.

DIVISION VII DRAINAGE FACILITIES

71 EXISTING DRAINAGE FACILITIES

71-3 REHABILITATE DRAINAGE STRUCTURES

Add to section 71-3.01.A(4)(c)v:

The Contractor shall TV existing pipes and clear all debris, roots, and/or objects obstructing flow prior to pipe lining. TV footage shall be provided to the city on a CD or USB. Contractor shall install “Dynaliner” PVC Pipe Liner or approved equal per manufacturer’s specifications.

Replace 71-3.01D Payment with:

Payment for the following work is included in the payment for PVC Pipe Liner:

1. Initial Video Inspection
2. Cleaning and Preparation
3. Quality Control and assurance
4. Keeping the pipeline free of water and debris
5. Inspection and evaluation
6. Performing post-rehabilitation video inspection

Payment for diverting the flow of the water away from the pipeline is included in the payment for PVC Pipe Liner.

Record the quantity of slurry cement that is installed and submit this quantity. The City does not pay for slurry cement backfill material that is wasted, disposed of, or remaining on hand after the completion of the work.

The contract price paid per linear foot for all sizes of PVC Pipe Liner shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for all the work involved in rehabilitating the storm drain, including, but not limited to, pipe inspection, pipe cleaning, water diversions, pumping, debris removal and disposal, OSHA requirements, concrete, grout, mortar, slurry backfill, as shown on the plans, as specified in the City of Roseville Design and Construction Standards, the State Standard Specifications and these special provisions and as directed by the Engineer. The bid item for PVC Pipe Liner shall be used to establish the contract price paid per linear foot and the items shall not be subject to unit price adjustments based on changes in quantities.

71-3.10A(2) Preparation

Safety
The Local & Federal Safety regulation and Contractor shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces, local and Federal Safety regulation.

Flow Control
Before pipe liner installation, all water flow through the discharge pipe to be rehabilitated shall be stopped by installing a temporary disk plug or bladder plug. Additional methods such as temporary plugs or sandbags shall be utilized to stop the flow of any leaks around the disk plug, as necessary.

TV Inspection
Inspection of pipelines shall be performed by experienced personnel trained in closed-circuit television (CCTV). The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation, and it shall be noted so that these conditions can be corrected. A USB drive (or file transfer) and log sheet shall be kept for later reference by the City. A copy of the video footage and log sheet shall also be sent to the City. Pre and post lining CCTV video files shall be provided and clearly labeled as such with inspection dates.

Obstruction Removal
The line shall be cleared of obstructions such as debris, dropped joints or collapsed pipe that will prevent

installation. If inspection reveals any obstructions that cannot be removed by conventional sewer cleaning equipment, then the City shall be notified.

Cleaning
All debris shall be removed from the pipe. All waste shall be collected in bags or polymer waste containers and removed from the site for disposal.

Infiltration Control
Areas of water seepage shall be sealed off by an approved method of rapid setting plugs and/or chemical injection grout. The proposed water control methods of rapid setting plugs and /or chemical injection grout need to be chemically compatible with the new liner materials. Pools of water shall be removed; however, a completely dry surface is not required.

Patching
Holes and voids around the existing pipe shall be patched or filled by hand packing or hand spray application and troweled flat. Permacast Plug and Permacast Patch or equivalent shall be used for hand patching needs. Entry shall be made per OSHA confined space requirements.

71-3.10C(3) Site Clean Up

The job site shall be clean and free of construction waste before demobilization.

71-3.10D Payment

The contract linear foot price paid for all sizes of PVC Pipe Liner shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for all the work involved in installing pipe liner, complete in-place, including, but not limited to, pipe inspection, pipe cleaning, water diversions, pumping, debris removal and disposal, OSHA requirements, concrete, grout, mortar, as shown on the plans, as specified in the City of Roseville Design and Construction Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

The bid items for PVC Pipe Liner shall be used to establish the contract price paid per linear foot and the items shall not be subject to unit price adjustments based on changes in quantities.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

73 1.01 MISCELLANEOUS CONCRETE CONSTRUCTION

Portland Cement Concrete curbs, gutters, sidewalks, curb ramps, concrete medians, concrete islands, bus pads, bus turnouts, valley gutters and driveways shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the State Standard Specifications and these special provisions.

All concrete shall be Class A, six sack mix unless otherwise specified. For all driveway locations, where early opening to traffic is required, concrete shall be rapid setting concrete.

All newly placed concrete shall be cured with a clear concrete curing compound (State Specification 8030-71D-06).

The contract price paid per unit for “PCC Ramp (Remove and Replace)” shown on the plans and indicated in the bid items list, shall include full compensation for all labor, materials, tools, aggregate base and placement, complying with ADA requirements, placing concrete, compaction, installation of truncated domes, raising existing facilities to grade, incidentals and equipment required to complete these items of the work, to the limits as shown on the plans, as specified in the State Standard Specifications and these special provisions and as directed by the Engineer.

The contract unit price paid per linear foot for “PCC Curb & Gutter (Remove and Replace)”, of the types shown on the plans and indicated in the bid items list, shall include full compensation for all labor, materials, tools, aggregate base and placement, complying with ADA requirements, placing concrete,

compaction, raising existing facilities to grade, placement of hot mix asphalt, as shown on the plans incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the State Standard Specifications and these special provisions and as directed by the Engineer.

DIVISION IX TRAFFIC CONTROL DEVICES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

Add the following to section 81 with the following:

84 MARKINGS

84-1 GENERAL

Add to section 84-1.01:

Traffic stripes and pavement markings shall be installed per provisions in section 84 of the City of Roseville Construction Standards and these Special Provisions.

Contractor shall remove all existing striping and pavement markers within the project limits prior to trenching.

Before obliterating any pavement delineation, the alignment and location of the pavement delineation shall be referenced by the Contractor with a sufficient number of control points to reestablish the alignment and location. The references shall also include the limits or changes in striping pattern, including limit lines, crosswalks and other pavement markings.

Traffic stripes and pavement markings shall be replaced at all locations where existing traffic stripes and pavement markings are obliterated or covered as a result of trenching operations.

Unless otherwise noted on the plans, the Contractor shall replace all pavement delineation on the same alignment and location.

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Add to section 8-2.03A:

The Contractor shall be responsible for removal and establishing alignment of all Pavement Traffic Stripes and Pavement Markings outlined on the plans.

Permanent pavement delineation shall be installed no earlier than 7 calendar days and no later than 14 calendar days after HMA application.

Add to section 84-2.04:

Full compensation for conforming to all requirements specified in section 84, “Markings” shall be paid for at the contract square footage price paid for “Thermoplastic Pavement Markings, Striping, and Markers,” and “Remove Pavement Markings, Striping, and Markers.”

END OF SPECIAL PROVISIONS

CONSTRUCTION DETAILS

Refer to City standard details found on the City’s public website and modified details on approved plans as noted for construction details.

APPENDIX A

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____

Project: _____

Address: _____

Acct.No: _____

Contract Summary	
Original Contract Amount:	(1)
Approved Change Orders (CCO) through CCO#: _____	(2)
Quantity Changes (Requires Project Engineer/Inspector verification):	(3)
Total Contract Amount to Date:	(4)

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments Payment through PP# _____)			
Change Order Payments (CCO# _____ through _____)			
Total Earnings:			
Less: Retention: (5%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer:	**Senior Engineer:**	**Contractor:**
Date:	**Date:**	**Date:**

Form CC 1 REV: 01/2015

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

_____

PROJECT PAYMENT ESTIMATE

Payment Estimate No: _____

Work Performed Through: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Contract Amount	This Estimate		Previous Estimates		Work Completed		Work Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount

FORM CC 2 REV: 5/07

CITY OF ROSEVILLE
CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:
Accompanying Progress Payment # (or Final Payment) _____ have been reviewed and the actual quantities verified.

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount

Contractor Signature **Date**

Resident Engineer Signature **Date**

FORM CC 3 REV: 5/07

CONSTRUCTION CONTRACT
FINAL RELEASE

NOTICE: A signed Final Release is required with submittal of request for final payment.

From: _____
Contractor

_____
Address

Date: _____

Payment Request No: _____

Acct.No: _____

Project Name:
_____
_____

To: CITY OF ROSEVILLE
Department of Public Works
Engineering Division
311 Vernon Street
Roseville, CA 95678

Upon receipt by the undersigned of a check from the City of Roseville in the sum of

_____

payable to _____

_____

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, including the work of or all materials furnished for all subcontractors, suppliers, or other agents acting on behalf of the undersigned on this work. There are no disputed claims for additional work.

Contractor Signature: _____

Print Name: _____

Title: _____

Date: _____

CITY OF ROSEVILLE CALIFORNIA

CONTRACT CHANGE ORDER

Change Order No. _____

Date Prepared: _____

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Contractor: _____ Project: _____

Address: _____ Acct.No: _____

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

Description of work to be done, estimate of quantities, and prices to be paid:

Segregate between additional work at contract price, agreed price, and force account.
Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Estimated Cost: ☐ ***Decrease*** ☐ ***Increase***

By reason of this order, the time of completion will be adjusted as follows:

Original Contract Amount: _____

Total Change by Previous Change Orders and/or Quantity Adjustment: _____

Contract Amount Prior to this Change Order: _____

Contract Amount to be (*Increased/Decreased)* _____ by this Change Order: _____

Adjusted Contract Amount Including this Change Order: _____

SIGNATURE	(PRINT NAME & TITLE)	DATE

CITY APPROVAL BY:

SIGNATURE	(PRINT NAME & TITLE)	DATE

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY:

SIGNATURE	(PRINT NAME & TITLE)	DATE

APPENDIX B

Public Works
Engineering
311 Vernon Street
Roseville, California 95678-2649

INTERSECTION RED FLASH APPROVAL

With stamped approval of this letter by the Traffic Section, Red Flash/Dark Signal is approved for the following intersection as specified below:

LOCATION: _____

PROJECT ACCOUNT NUMBER: _____

DATE: _____

TIME/DURATION: _____

☐ RED FLASH APPROVED:

1. Contractor shall contact the City Inspector 48 hours prior to needing the intersection in red flash. Signal shutdown shall be performed only by City personnel, unless otherwise directed by the Engineer.
2. During normal working hours (M-F, 7am-5pm) the contractor shall contact the Traffic Signal Technician either by telephone at **(916) 746-1760** or by email or text message at pagesignaltechnicians@roseville.ca.us one hour prior to needing the traffic signal placed into or removed from red flash. Outside of normal working hours - no phone call required.
3. The traffic signal will not be permitted to be placed in red flash during rain, lightning, or inclement weather conditions (including wet pavement conditions).
4. The Contractor shall reimburse the City for the actual cost of all inspection, including City Traffic Signal Technician time as required.
5. "Road Work Ahead" Signs required at all approaches to intersection when in red flash.
6. The Contractor shall furnish and place 36" "Stop" signs on arterial roadway approaches. Signs shall be mounted at a height of 84".

☐ DARK SIGNAL APPROVED – ADDITIONAL REQUIREMENTS

1. The Contractor shall place "Stop Ahead" C-W17 and "Stop" R-1 signs to direct vehicle and pedestrian traffic through the intersection during traffic signal system shutdown. Temporary "Stop Ahead" and "Stop" signs shall be removed when the system is turned on.
2. "Stop Ahead" and "Stop" signs shall be furnished by the Contractor. Minimum size of "Stop" signs shall be 36" for single sign placements and 24" for dual sign placements. Signs shall be mounted at a **height of 84"**.
3. One "Stop Ahead" sign and one "Stop" sign shall be placed for each direction of traffic. For approaches with two or more through or left turn lanes, two "Stop" signs shall be placed. Typical sign placement should be between the left turn and through lanes. Additional "Stop" signs should be placed on the shoulder. No "Stop" signs shall be placed in a manner that blocks bike lanes.
4. "Stop Ahead" and "Stop" signs shall be in place in each direction immediately prior to the intersection going dark and removed immediately after the intersection is placed back into red flash.
5. **Red flashing beacons or flares shall** be placed and maintained at each "Stop" sign during nighttime (dark) hours.
6. Traffic control must be verified by the Public Works Construction Inspector prior to the signal being deactivated.

☐ **I have read the above Intersection Red Flash Approval requirements.**

REQUESTOR INFO: _____
Name of Company

_____ ( ) _____
Print Name of Requestor Contact Phone Number

SIGNATURE: **X**_____ / / _____
Date

INSPECTOR NAME: _____ Inspector. Phone #: _____

Copy To: Contractor, Public Works Inspector, Signal Technicians, NOTE: Contractor is required to follow all requirements of this letter and keep a signed and stamped copy at job site.

APPENDIX C

CITY OF ROSEVILLE
CALIFORNIA
Public Works

Stormwater Drainage Repair Project

The City of Roseville will be performing stormwater drainage repairs in your area starting _____ from _____ to _____ on weekdays. Work will occur undergound and includes excavation, drainpipe replacement or maintenance, and paving.

Be prepared for increased noise levels in the project area.

Expect possible lane closures with flaggers present. If crews need to close on-street parking spaces they will place "No Parking signs on the street 72 hours before work begins.

Allow extra travel time and travel with care through the work area. Consider alternate routes, if possible.

Work schedules are subject to change due to weather and other unforeseen conditions.

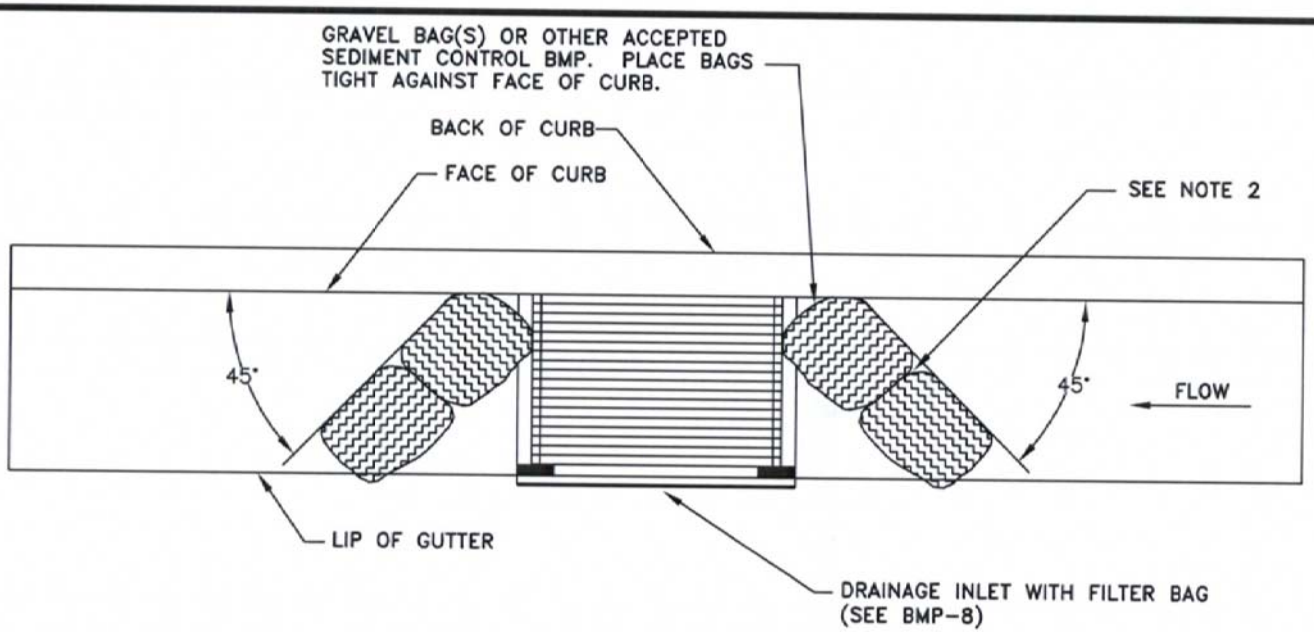
If you have project questions, please contact the Public Works Department by calling (916) 746-1300 or emailing engineering@roseville.ca.us.

Thank you for your patience and understanding while we maintain your neighborhood's storm drainage system.

To learn more about Roseville's storm drainage and to view of map of project areas, scan the QR code below.

QR code

APPENDIX D



PLAN VIEW

NOTES:

1. SEDIMENT TRAPPED UPSTREAM OF SEDIMENT CONTROL BMP SHALL BE REMOVED WEEKLY AND PRIOR TO A RAINFALL EVENT, OR AT THE DISCRETION OF THE PUBLIC WORKS INSPECTOR.
2. PLACE BMP'S TIGHTLY TOGETHER AT JOINTS TO PREVENT SEEPAGE AT JOINTS.
3. USE TO INHIBIT STORMWATER AND NON-STORMWATER FLOW.
4. SEDIMENT CONTROL MEASURES SHALL BE PROPERLY MAINTAINED, BY THE CONTRACTOR.

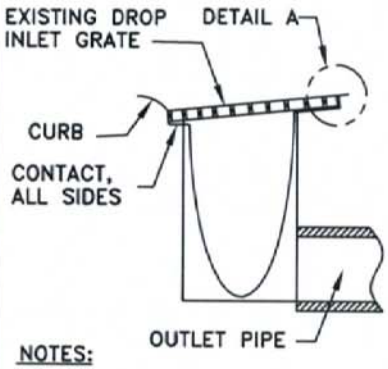
ROB JENSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CITY OF ROSEVILLE CALIFORNIA — DEPARTMENT OF PUBLIC WORKS

INLET SEDIMENT CONTROL INSTALLATION DETAIL

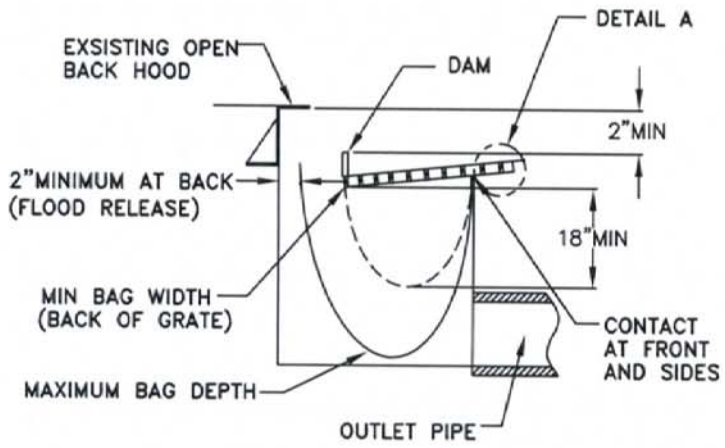
SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN

BMP-7



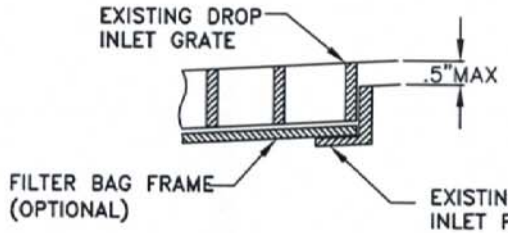
PLACEMENT AT TYPE A, C, D, AND F DROP INLETS AND PARKING LOTS

NTS



PLACEMENT AT TYPE B AND E DROP INLETS

NTS



DETAIL A

NOTES:

1. THE MAXIMUM DRAINAGE AREA PER FILTER SHALL BE NO MORE THAN 2 ACRES.
2. THE FILTER BAG SHALL BE MANUFACTURED FROM UV RESISTANT POLYPROPYLENE, NYLON, POLYESTER, OR ETHYLENE FABRIC WITH A MINIMUM TENSILE STRENGTH OF 50 LBS PER LINEAR FOOT, AN EQUIVALENT OPENING SIZE NOT GREATER THAN 20 SIEVE AND WITH MINIMUM FLOW RATE OR 40 GALLONS/ MINUTE/ SQ FT.
3. THE FILTER BAG MAY BE SUSPENDED FROM OR HELD IN PLACE BY THE EXISTING INLET GRATE (OR OTHER APPROVED METHOD), PROVIDED NO MODIFICATION OR DAMAGE SHALL BE DONE TO THE INLET GRATE OR FRAME. THE INLET GRATE SHALL NOT REST MORE THAN .5" ABOVE THE INLET FRAME (SEE DETAIL A)
4. THE FILTER BAG MAY EXTEND TO THE BOTTOM OF THE INLET BOX PROVIDED THE OUTLET PIPE IS UNOBSTRUCTED.
5. FLOWS SHALL NOT BE ALLOWED TO BYPASS THE BAG. THE BAG OR ITS FRAME SHALL CATCH FLOWS AT ALL SIDES OF THE INLET, EXCEPT AS SHOWN FOR FLOOD RELEASE.
6. INLET FILTER BAGS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL DURING THE WET SEASON AND MONTHLY DURING THE DRY SEASON. SEDIMENT AND DEBRIS SHALL BE REMOVED BEFORE ACCUMULATIONS HAVE REACED ONE THIRD THE DEPTH OF THE BAG. BAGS SHALL BE REPAIRED OR REPLACED AS SOON AS DAMAGE OCCURS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.

ROB JENSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CITY OF ROSEVILLE CALIFORNIA — DEPARTMENT OF PUBLIC WORKS

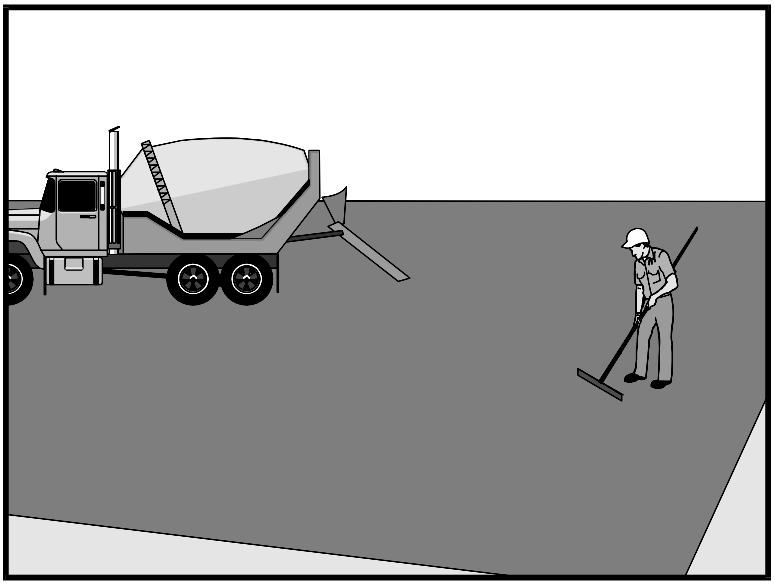
DRAIN INLET FILTER BAG INSTALATION DETAIL

SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN

BMP-8

Paving and Grinding Operations

NS-3



Standard Symbol

BMP Objectives

- ○ Soil Stabilization
- ○ Sediment Control
- ○ Tracking Control
- ○ Wind Erosion Control
- ● Non-Storm Water Management
- ○ Materials and Waste Management

Definition and Purpose

Procedures and practices for conducting paving, saw cutting, and grinding operations to minimize the transport of pollutants to the storm drain system or receiving water body.

Appropriate Applications

These procedures are implemented where paving, surfacing, resurfacing, grinding or sawcutting, may pollute storm water runoff or discharge to the storm drain system or watercourses.

Limitations

- Finer solids are not effectively removed by filtration systems.
- Paving opportunities may be limited during wet weather.

Standards and Specifications

- Substances used to coat asphalt transport trucks, asphalt trucks, and asphalt spreading equipment shall not contain soap and shall be non-foaming and non-toxic.
- Place plastic materials under asphaltic concrete (AC) paving equipment while not in use, to catch and/or contain drips and leaks. See also BMP WM-4, "Spill Prevention and Control."
- When paving involves AC, the following steps shall be implemented to prevent the discharge of uncompacted or loose AC, tack coats, equipment cleaners, or other paving materials:
  - Minimize sand and gravel from new asphalt from getting into storm drains, streets, and creeks by sweeping.
  - Old or spilled asphalt must be recycled or disposed as approved by the Resident Engineer (RE).

- AC grindings, pieces, or chunks used in embankments or shoulder backing must not be allowed to enter any storm drain or watercourses. Install silt fence until structure is stabilized or permanent controls are in place.
- Collect and remove all broken asphalt and recycle when practical; otherwise, dispose in accordance with Standard Specification 7-1.13.
- Any AC chunks and pieces used in embankments must be placed above the water table and covered by at least 0.3 m (1 ft) of material.
- During chip seal application and sweeping operations, petroleum or petroleum covered aggregate must not be allowed to enter any storm drain or water courses. Use silt fence until installation is complete.
- Use only non-toxic substances to coat asphalt transport trucks and asphalt spreading equipment.

■ Drainage inlet structures and manholes shall be covered with filter fabric during application of seal coat, tack coat, slurry seal, and/or fog seal.

■ Seal coat, tack coat, slurry seal, or fog seal shall not be applied if rainfall is predicted to occur during the application or curing period.

■ Paving equipment parked onsite shall be parked over plastic to prevent soil contamination.

■ Clean asphalt-coated equipment off-site whenever possible. When cleaning dry, hardened asphalt from equipment, manage hardened asphalt debris as described in BMP WM-5, "Solid Waste Management." Any cleaning onsite shall follow BMP NS-8, "Vehicle and Equipment Cleaning."

■ Do not wash sweepings from exposed aggregate concrete into a storm drain system. Collect and return to aggregate base stockpile, or dispose of properly.

■ Allow aggregate rinse to settle. Then, either allow rinse water to dry in a temporary pit as described in BMP WM-8, "Concrete Waste Management," or dispose in accordance with Standard Specifications Section 7-1.13.

■ Do not allow saw-cut Portland Concrete Cement (PCC) slurry to enter storm drains or watercourses.

Pavement Grinding or Removal

■ Residue from PCC grinding operations shall be picked up by means of a vacuum attachment to the grinding machine, shall not be allowed to flow across the pavement, and shall not be left on the surface of the pavement. See also BMP WM-8, "Concrete Waste Management;" and BMP WM-10, "Liquid Waste Management," and Standard Specifications Section 42-2

"Grindings."

- Collect pavement digout material by mechanical or manual methods. This material may be recycled if approved by the RE for use as shoulder backing or base material at locations approved by the RE.
- If digout material cannot be recycled, transport the material back to a maintenance facility or approved storage site.
- Digout activities shall not be conducted in the rain.
- When approved by the RE, stockpile material removed from roadways away from drain inlets, drainage ditches, and watercourses and stored consistent with BMP WM-3, "Stockpile Management."
- Disposal or use of AC grindings shall be approved by the RE. See also BMP WM-8, "Concrete Waste Management."

Thermoplastic Striping

- All thermoplastic striper and pre-heater equipment shutoff valves shall be inspected to ensure that they are working properly to prevent leaking thermoplastic from entering drain inlets, the storm water drainage system, or watercourses.
- The pre-heater shall be filled carefully to prevent splashing or spilling of hot thermoplastic. Leave six inches of space at the top of the pre-heater container when filling thermoplastic to allow room for material to move when the vehicle is deadheaded.
- Contractor shall not pre-heat, transfer, or load thermoplastic near drain inlets or watercourses.
- Clean truck beds daily of loose debris and melted thermoplastic. When possible recycle thermoplastic material. Thermoplastic waste shall be disposed of in accordance with Standard Specification 7-1.13.

Raised/Recessed Pavement Marker Application and Removal

- Do not transfer or load bituminous material near drain inlets, the storm water drainage system or watercourses.
- Melting tanks shall be loaded with care and not filled to beyond six inches from the top to leave room for splashing when vehicle is deadheaded.
- When servicing or filling melting tanks, ensure all pressure is released before removing lids to avoid spills.
- On large scale projects, use mechanical or manual methods to collect excess

bituminous material from the roadway after removal of markers.

- Waste shall be disposed of in accordance with Standard Specification 7-1.13.

Maintenance and Inspection

- Inspect and maintain machinery regularly to minimize leaks and drips.
- Ensure that employees and subcontractors are implementing appropriate measures during paving operations.

APPENDIX E

DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA

April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

Communication

Meeting Date: 6/17/2026
Item #: VII.21
File #: 0900-02-02-01
Item ID: 2026-424

Title:	Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project – Construction Change Order Authority Increase
Contact:	Inderpreet Chaggar 916-774-5553 ikchaggar@roseville.ca.us

SUMMARY

Staff recommends approval of contract change orders for the construction agreement with BCM Construction Company, Inc. for the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building project that could increase the original construction agreement by no more than 22% or $2,231,099. Funding for this Project is provided by the Wastewater Regional Rehabilitation Fund for the rehabilitation portion of the project (31%) and by the South Placer Wastewater Authority (SPWA) for the building expansion (69%).

RECOMMENDATION

Staff recommends that the City Council approve a resolution to increase the change order authority for the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project from ten percent (10%) to twenty two percent (22%) of the total contract amount.

BACKGROUND

The existing operations building at the Dry Creek Wastewater Treatment Plant (DCWWTP) is aging and a larger building is required to accommodate staff growth and increase lab space needs based on required regulatory compliance.

The new Operations and Laboratory Building at DCWWTP is a 10,000-square foot building that will house the operations and laboratory staff at DCWWTP. The new building will replace the existing administration and laboratory building at DCWWTP and will include office space, training and conference rooms, laboratory area, sleeping quarters and mechanical and electrical rooms.

On April 16, 2025, City Council authorized to advertise the construction plans and specifications for the Project. On May 20, 2025, the City received four (4) bids for the subject project, and the construction agreement was awarded to BCM Construction Company, Inc. At that time, City Council authorized up to a 10 percent construction change order allowance.

Construction of the new building is currently underway and is being completed in phases, including partial construction of the new building, demolition of the existing building, and completion of the remaining portions of the new building and site improvements.

The cause of the Project construction changes is based on many factors, including unforeseen underground utilities and related field modifications, unstable soil conditions encountered during construction, electrical and plumbing modifications needed to support project needs and added furniture procurement. These items were identified through ongoing construction coordination and field

investigations, and are necessary to support successful project delivery.

FISCAL IMPACT

The construction contract for this project was awarded on August 6, 2025, in the amount of $10,141,361, with 31% ($3,143,822) of the project funded through the Wastewater Regional Rehabilitation Fund, and 69% ($6,997,539) funded by SPWA, with contract change order authority of 10 percent in the amount of $1,014,136.

This is a request for an additional 12% ($1,216,963) construction change order authority, with 31% ($377,258) funded through the Wastewater Regional Rehabilitation Fund, and 69% ($839,705) funded by SPWA. Following the requested increase, the total construction change order authority shall not exceed 22% ($2,231,099), for a total not-to-exceed total contract amount of $12,372,460. Existing approved funding within the Wastewater Regional Rehabilitation Fund and the SPWA project budget is sufficient to support the requested increase.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration and replacement of existing structures and facilities. This activity is categorically exempt from California Environmental Quality Act (CEQA) as a Class 1 and Class 2 Exemption (State CEQA Guidelines Sections 15301 and 15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Inderpreet Chaggar, Senior Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 26-233
2. CEQA Exemption
3. DCWWTP Ops and Lab Original Approved Agreement

REVIEWERS:

Inderpreet Chaggar, Environmental Utilities Department - Technical Services	Created/Initiated - 5/20/2026
Arashdeep Singh, Environmental Utilities Department - Technical Services	Approved - 5/20/2026
Devin Whittington, Environmental Utilities Department	Approved - 5/20/2026
Sean Bigley, Environmental Utilities Department - All	Approved - 5/21/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026

RESOLUTION NO. 26-233

APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY

WHEREAS, a construction agreement with BCM Construction Company, Inc., for the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project, was approved by City Council on August 6, 2025; and

WHEREAS, due to unforeseen underground utilities and related field modifications, unstable soil conditions, electrical and plumbing modifications needed to support project needs and added furniture procurement, the change order authority will soon exceed the approved 10% allowance; and

WHEREAS, staff is therefore recommending an eight percent (8%) increase in change order authority amount from ten percent (10%) to eighteen percent (18%) of the total contract price; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City Manager, or his designee, is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed eighteen percent (18%) of the original contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project – Construction Management Services (RFP # 08-153) – Award of Professional Services Agreement

Project Location(s): 1800 Booth Road, Roseville, CA 95747. Assessor's Parcel Numbers 474-080-009-000, 474-110-001-000, 474-110-002-000, 473-080-000-000, and 473-080-002-000.

Project Description: The Environmental Utilities Department (EU) is requesting the approval of professional services agreement for construction management for the replacement of the existing outdated and undersized administration and laboratory building at the Dry Creek Wastewater Treatment Plant (DCWWTP). The existing building at DCWWTP is aging and a larger building is required to accommodate existing staff and increased lab space needs based on required regulatory compliance. Design is complete.

The new Operations and Laboratory Building at DCWWTP is a 10,000 square-foot (sf) building that will house the existing operations and laboratory staff at DCWWTP. The new building will replace the existing administration and laboratory building at DCWWTP and will include office space, training and conference rooms, laboratory area, and mechanical and electrical room. The project would not result in an expansion of use or capacity.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Environmental Utilities Department

Reason why this Project is Exempt: The project qualifies for Class 1 and Class 2 Categorical Exemptions as described in Sections 15301 and 15302 of the California Environmental Quality Act (CEQA) guidelines which state:

> "Class 1 (Existing Facilities) consists of … minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use… Examples include but are not limited to:…(b) Existing facilities of both investor and publicly owned utilities to provides electric power, natural gas, sewerage, or other public utilities…" and;
>
> (e) Additions to existing structures provided that the addition will not result in an increase of more than: (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or (2) 10,000 square feet if: (A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and (B) The area in which the project is located is not environmentally sensitive."

> "Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to… (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity."

The project consists of the construction of a 10,000 sf Operations and Laboratory Building to replace the existing undersized and outdated laboratory at the DCWWTP. The project would not result in expansion of use and would be located in substantially the same location and serves the same purpose as the existing building. Consequently, the Class 1 and Class 2 Categorical Exemptions apply.

Lead Agency Contact Person: Inderpreet K Chaggar, Roseville Department of Environmental Utilities (916-774-5553).

Signature: _____ Date: 6/5/2025

Jessica Lynch, Environmental Coordinator
City of Roseville

AGREEMENT

THIS AGREEMENT, is made and entered into this 6th day of August, 2025, by and between the City of Roseville, a municipal corporation, ("CITY"), and BCM Construction Company Inc., a California corporation, ("CONTRACTOR"); and

WITNESSETH:

WHEREAS, the City Council of the CITY, at a meeting held on the 16th day of April, 2025, approved plans and specifications for the Dry Creek Wastewater Plant Operations and Lab Building Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 20th day of May, 2025; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the 6th day of August, 2025, the Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the Dry Creek Wastewater Treatment Operations & Laboratory Building Project in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR ten million one hundred forty-one thousand three hundred sixty-one dollars ($10,141,361) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $ 1500.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 365 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE	CONTRACTOR
Environmental Utilities Attn: Inderpreet Chaggar 2005 Hilltop Circle Roseville, CA 95747	BCM Construction Company Inc. Attn: James Nason 2990 State Highway 32, Suite 100 Chico, CA 95673

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 25-271 adopted by the Council of the City of Roseville on the 6th day of August, 2025, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

BCM CONSTRUCTION COMPANY INC., a California corporation

BY: _____
its: Kurtis Carman, President

and

BY: _____
its: Abigail Verroga, Secretary

APPROVED AS TO FORM:

BY: Michelle A Sheidenberger
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: SP Bigley
SEAN BIGLEY
Environmental Utilities Director

RESOLUTION NO. 25-271

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BCM CONSTRUCTION COMPANY INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project, by and between the City of Roseville and BCM Construction Company Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this 6th day of August 2025, by the following vote on roll call:

AYES COUNCILMEMBERS: Alvord, Bernasconi, Mendonsa, Roccucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Houdesheldt

MAYOR

ATTEST:

City Clerk

Bond No. 9479121

Premium $ Included in Perf. Bond

PUBLIC WORKS

LABOR AND MATERIALS PAYMENT BOND

(Project: Bid RFP #08-156 - Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to

BCM Construction Company Inc.

as contractor ("PRINCIPAL"), for the public work described as Bid RFP #08-156 Dry Creek Wastewater Treatment Plant Operations and Laboratory Building (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and Fidelity and Deposit Company of Maryland, a Illinois corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Ten Million One Hundred Forty-One Thousand Three Hundred Sixty-One and No/100 dollars ($ 10,141,361.00----------) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which

payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall

operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 13th day of June, 2025.

PRINCIPAL:

BCM Construction Company Inc.

BY: _____

PRINT NAME: Scott January

PRINT TITLE: Vice President

AND

SURETY:

Fidelity and Deposit Company of Maryland

BY: _____

PRINT NAME: Elizabeth Collodi

PRINT TITLE: Attorney-in-Fact

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 10th Floor

Schaumburg, IL 60196

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: Michelle Kleidenberger

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Butte)

On June 13, 2025 before me, Kate M. Wetmore, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Scott January
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KATE M. WETMORE
Notary Public - California
Butte County
Commission # 2369497
My Comm. Expires Aug 3, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte

On June 13, 2025 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARS3 DEANNA QUINTERO COMM. # 2430368 NOTARY PUBLIC CALIFORNIA COUNTY OF BUTTE Comm. Expires DEC. 12, 2026 ARS3

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Cassandra Medina, John Hopkins, Sara Walliser, Renee Ramsey, Sharon Smith, Jessica Monlux, Elizabeth Collodi, John Weber, Deanna Quintero, Joseph H. Weber, Matthew Foster, all of Chico, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICHAMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of February, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 3rd day of February A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CALIFORNIA DEPARTMENT OF INSURANCE

- Company Profile
  - Company Search
  - Company Search Results
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  - Old Company Names
  - Agent for Service
  - Reference Information
  - NAIC Group List
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- Financial Statements PDF's
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- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top

© 2008 California Department of Insurance

Bond No. 9479121

Premium $ 63,377.00 subject to adjustment

PUBLIC WORKS

FAITHFUL PERFORMANCE BOND

(Project: Bid RFP #08-156- Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to BCM Construction Company Inc. as contractor ("PRINCIPAL") for the public work described as Bid RFP #08-156 Dry Creek Wastewater Treatment Plant Operations and Laboratory Building (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and Fidelity and Deposit Company of Maryland, a Illinois corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of Ten Million One Hundred Forty-One Thousand Three Hundred Sixty-One and No/100 dollars ($ 10,141,361.00----------) (which amount is not less than 100% of the

AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the SURETY shall

continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship

and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the 13th day of June, 20 25.

PRINCIPAL:

BCM Construction Company Inc.

BY: _____

PRINT NAME: Scott January

PRINT TITLE: Vice President

AND

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

SURETY:

Fidelity and Deposit Company of Maryland

BY: _____

PRINT NAME: Elizabeth Collodi

PRINT TITLE: Attorney-in-Fact

MAILING ADDRESS:

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 10th Floor

Schaumburg, IL 60196

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Butte)

On June 13, 2025 before me, Kate M. Wetmore, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Scott January
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KATE M. WETMORE
Notary Public - California
Butte County
Commission # 2369497
My Comm. Expires Aug 3, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte

On June 13, 2025 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARS3 DEANNA QUINTERO COMM. # 2430368 NOTARY PUBLIC CALIFORNIA COUNTY OF BUTTE Comm. Expires DEC. 12, 2026 ARS3

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Cassandra Medina, John Hopkins, Sara Walliser, Renee Ramsey, Sharon Smith, Jessica Monlux, Elizabeth Collodi, John Weber, Deanna Quintero, Joseph H. Weber, Matthew Foster, all of Chico, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICHAMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of February, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 3rd day of February A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's
- Annual Statements
- Quarterly Statements

Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

back to top

NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top

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CITY OF ROSEVILLE CALIFORNIA

Communication

Meeting Date: 6/17/2026
Item #: VII.22
File #: 0800-04
Item ID: 2026-383

Title:	Dry Creek Greenway East Phase 1 Fence and Landscaping Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact:	Cathy Gosalvez 916-774-5396 cgosalvez@roseville.ca.us

SUMMARY

Staff recommends approval of the plans and specifications for the Dry Creek Greenway East Phase 1 Fence and Landscaping Project and authorize staff to call for bids. The scope of this project includes construction of an 8-foot-tall steel and redwood fence, landscaping and irrigation along the Dry Creek Greenway Phase 1 Trail west of Sunrise Avenue. Construction is estimated to cost approximately $682,000 and is planned for summer to fall 2026. The project is funded with Local Transportation Funds. No General Fund resources will be used on this project.

RECOMMENDATION

Staff recommends that the City Council approve the plans and specifications for the Dry Creek Greenway East Phase 1 Fence and Landscaping Project and authorize staff to call for bids.

BACKGROUND

During construction of the Dry Creek Greenway Phase 1 Trail, it was determined that a fence was needed alongside the trail to prevent trail users from unintentionally viewing cultural ceremonies on property owned by the California Rural Indian Health Board (CRIHB). The Public Works Department worked collaboratively with CRIHB staff to address their concerns as well as meet FEMA's regulations for construction of a fence within the floodway.

The project proposes to construct a flood responsive fence along the south side of the Dry Creek Greenway East - Phase 1 Trail. Improvements include installation of an 8-foot tall redwood and steel fence, new landscaping and irrigation.

Public Works Department staff initially proposed including construction of the fence with construction of the Dry Creek Greenway East Phase 1 Trail Project. However, the cost proposal prepared by the Trail Project contractor exceeded both the engineer’s estimate and an independent cost analysis prepared for the fence construction. Therefore, City staff determined that it is more cost effective to receive competitive bid pricing by soliciting bids for the fence construction as a separate contract.

Construction is currently planned for the summer of 2026 with completion in the late fall of 2026.

FISCAL IMPACT

The project is estimated to cost $682,000 and will be funded by the Local Transportation Fund. Once the actual construction costs are known, a budget adjustment will be recommended at the contract award to cover actual costs. No General Fund resources will be used on this project.

ENVIRONMENTAL REVIEW

The proposed project involves the construction of a fence. This activity is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
5. Support community engagement and advocacy

Respectfully Submitted,
Cathy Gosalvez, Associate Engineer

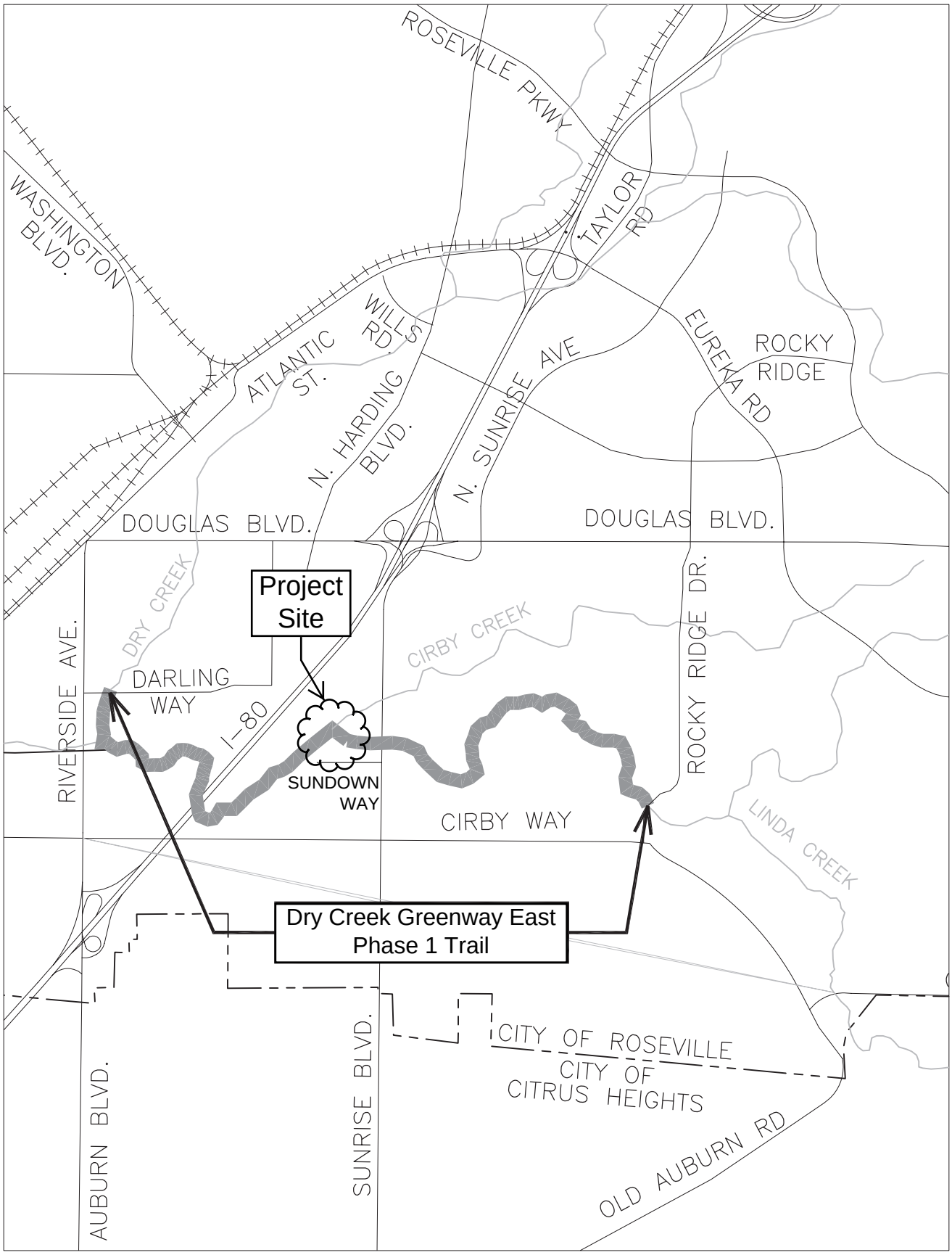
Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Location Map
2. Plans
3. Project Manual
4. CEQA Exemption

REVIEWERS:

Cathy Gosalvez, Public Works Department - Engineering - City Projects	Created/Initiated - 5/13/2026
Jesse Khatkar, Public Works Department - Engineering - City Projects	Approved - 5/21/2026
Noah Siviglia, Public Works Department - Engineering - City Projects	Approved - 5/27/2026
Stefanie Kemen, Public Works Department - Administration Division	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026



LOCATION MAP

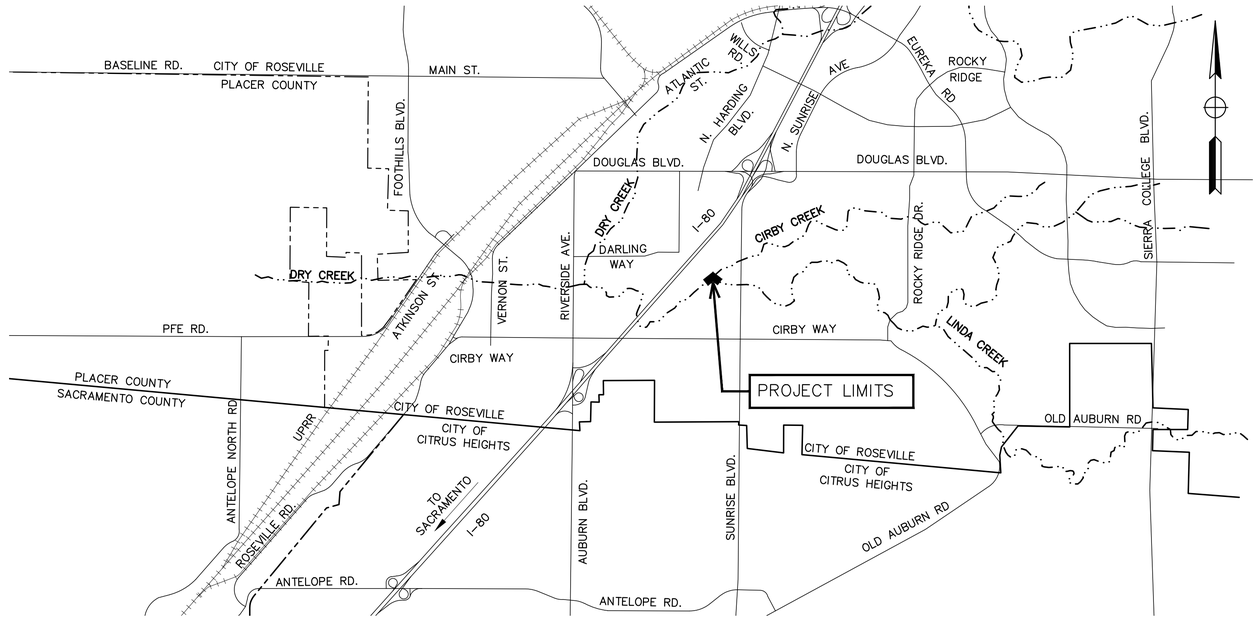
NO SCALE

1020 SUNDOWN WAY, ROSEVILLE, CA 95661

DRY CREEK GREENWAY EAST PHASE 1
FENCE AND LANDSCAPING PROJECT

LEGEND

CONTROL POINT	
DITCH FLOW LINE	
DIRECTION OF CROSS SLOPE	
EXISTING GROUND ELEVATION	x57.5
EXISTING CONTOUR LINE & ELEVATION	50
EXISTING CURB & GUTTER	
EXISTING SEWER LINE	SS
EXISTING DRAIN LINE	SD
EXISTING MANHOLE	
EXISTING DRAIN INLET	
EXISTING WATER LINE	W
EXISTING GAS LINE	G
EXISTING TELEPHONE LINE	T T T
EXISTING ELECTRICAL LINE	E E E
EXISTING OVERHEAD	OHE
EXISTING STREET LIGHT	
EXISTING ELECTRICAL TRANSFORMER	
EXISTING WATER VALVE	
EXISTING TREES / SHRUBS	
EXISTING FENCE	x x x
PROPOSED FENCE	x x x
PROPOSED ELEVATION	EL:150.32
CUT DAYLIGHT LINE	C
FILL DAYLIGHT LINE	F
EASEMENT	EAS EAS
TEMPORARY CONSTRUCTION EASEMENT	TCE TCE



LOCATION MAP
NOT TO SCALE

ABBREVIATIONS:

AGGREGATE BASE	AB
AGGREGATE SUBBASE	AS
ANGLE POINT	AP
ASPHALT CONCRETE	AC
BACK OF WALK	BOW
BEGIN HORIZONTAL CURVE	BC
BEGIN VERTICAL CURVE	BVC
CALTRANS STANDARD PLAN DETAIL	CTSPD
CAST IN PLACE	CIP
CHAIN LINK FENCE	CLF
CORRUGATED METAL PIPE	CMP
CURB, GUTTER AND SIDEWALK	C, G & SW
DIAMETER	DIA
DOUBLE	DBL
EASEMENT	EAS
EDGE OF SHOULDER	ES
END HORIZONTAL CURVE	EC
END VERTICAL CURVE	EVC
EDGE OF PAVEMENT	EP
ELEVATION	EL, Elev
EXISTING	(E)
EXISTING ASPHALT CONCRETE	ASPH
FLARED END SECTION	FES
GRADE TO DRAIN	GTD
HIGH POINT	HP
HOT MIX ASPHALT	HMA
INVERT	INV
LEFT	Lt
LOW POINT	LP
METAL BEAM GUARD RAILING	MBGR
MATCH EXISTING	ME
ORIGINAL GROUND	OG
POINT OF COMPOUND CURVE	PCC
POINT OF REVERSE CURVE	PRC
PORTLAND CEMENT CONCRETE	PCC
POWER POLE	PP
PROPERTY LINE	PL
PROFILE GRADE	PG
TEMPORARY CONSTRUCTION EASEMENT	TCE
ROCK SLOPE PROTECTION	RSP
RIGHT OF WAY	R/W
RETAINING WALL	RW
STATION	STA
STORM WATER POLLUTION PREVENTION PLAN	SWPPP
SUPERELEVATION	e
TEMPORARY HIGH VISIBILITY FENCE	THVF
RIGHT	Rt
VERTICAL CURVE	VC
WATER SURFACE ELEVATION	WSE
METHYL METHACRYLATE TRAFFIC PAINT	MMA

SUBMITTED BY:

BRIAN G. WRIGHT, P.E.
PSOMAS

06/20/2025
DATE

SHEET INDEX

No.	NAME	DESCRIPTION
1	T 1	TITLE SHEET
2	C 2	FENCE LAYOUT
3–4	C 3–4	FENCE DETAILS
5	P 5	LANDSCAPE PLANTING
6	P 6	LANDSCAPE IRRIGATION
7	P 7	LANDSCAPE DETAILS

BUILDING CODE APPLICABILITY:

THIS PROJECT IS SUBJECT TO THE FOLLOWING BUILDING DESIGN CODES:

CALIFORNIA BUILDING CODE 2022 WITH CITY OF ROSEVILLE BUILDING AND FIRE MUNICIPAL CODE AMENDMENTS (CBC)

CITY OF ROSEVILLE CALIFORNIA
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BUILDING DIVISION
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BD25-2466

T-1

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. ____
VERT. ____

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CRAIG CUSTER DATE 6/23/25
CHECKED BY: BRIAN WRIGHT DATE 6/23/25
DRAWN BY: CRAIG CUSTER DATE 6/23/25

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-27
CIVIL
STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 FENCE AND LANDSCAPING PROJECT
TITLE SHEET

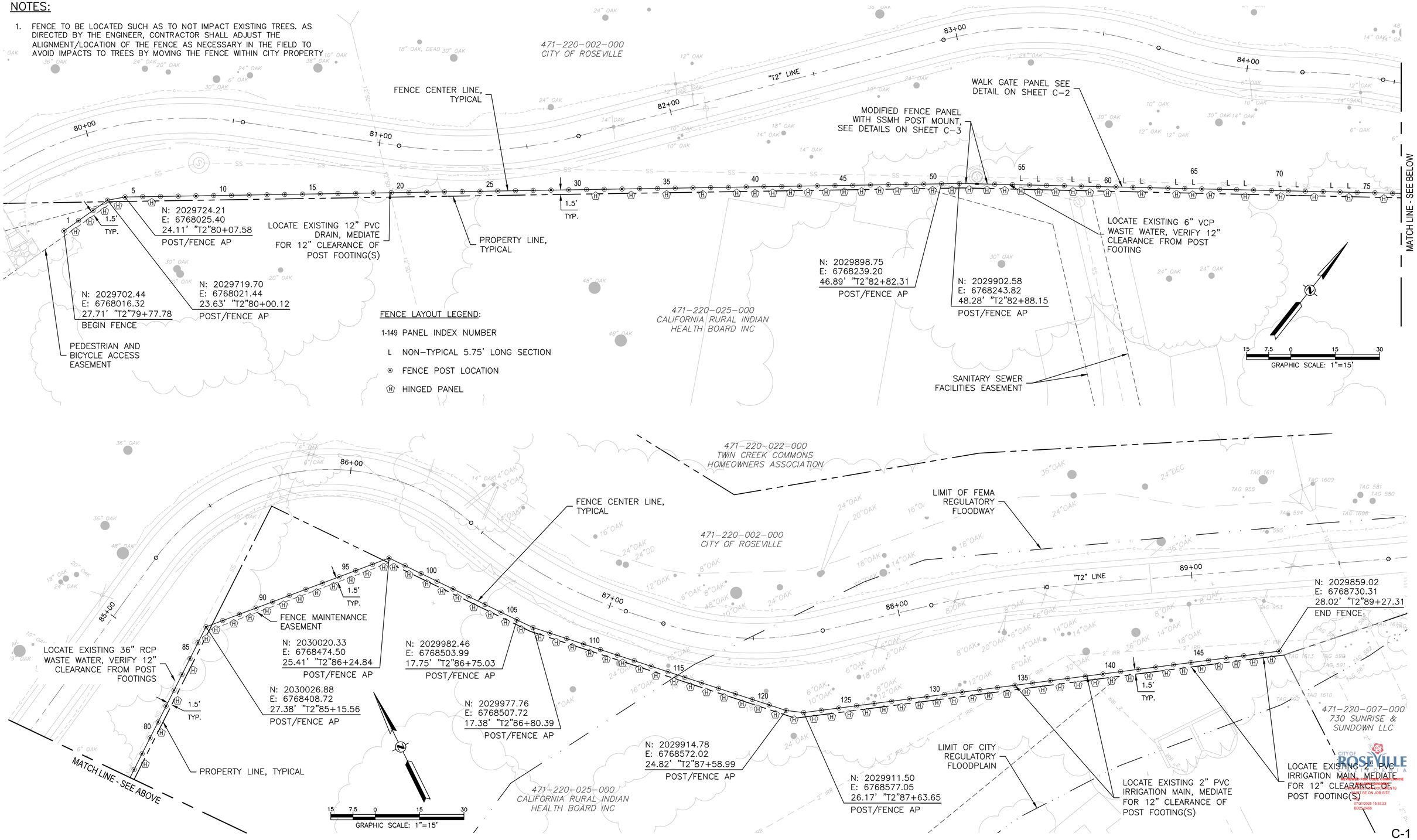
SHEET 1 — OF — 7

Xrefs: DCBT-C-BORDER
Images: cropped COR Block logo.tif|Marc_Signature.jpg

Plotted: 06/24/2025 09:23:33. | Drawing: J:\ROS\6ROS013800\TRANSP\DESIGN\ROAD\SHEETS\CRIHB Fence Plans\01-CRIHB-TITLE.dwg | Layout: T-1 | By: ccuster

NOTES:

1. FENCE TO BE LOCATED SUCH AS TO NOT IMPACT EXISTING TREES. AS DIRECTED BY THE ENGINEER, CONTRACTOR SHALL ADJUST THE ALIGNMENT/LOCATION OF THE FENCE AS NECESSARY IN THE FIELD TO AVOID IMPACTS TO TREES BY MOVING THE FENCE WITHIN CITY PROPERTY



C-1

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SCALE
HORIZ. 1"=16'
VERT. N/A

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PSOMAS
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DESIGNED BY: CRAIG CUSTER DATE 6/23/25
CHECKED BY: BRIAN WRIGHT DATE 6/23/25
DRAWN BY: CRAIG CUSTER DATE 6/23/25

REGISTERED PROFESSIONAL ENGINEER BRIAN G. WRIGHT No. C59331 Exp. 6-30-27 CIVIL STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 FENCE AND LANDSCAPING PROJECT FENCE LAYOUT

SHEET 2 OF 7

Xrefs: DCBT-C-BORDER|DCBT-C-TOPO-ADDITIONS|DCBT-C-RD|City-Aerial_2019|DCBT-X-PL|V-TPG-DryCreek_Topo-All|_PSOMAS_ECORP_Points Overlay|C-CRIHB-FENCE|DCBT-X-UTIL
Images: 06061C1032H.png|cropped COR black logo.tif|Marc_Signature.jpg|

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STRUCTURAL NOTES:

TUBE STEEL: ASTM A500 GRADE B.

BLACK POWDERCOAT ALL METALLIC ELEMENTS INCLUDING POSTS, RAILS, FRAMES, BARS, HINGES, AND HASPS WITH AN EXTERIOR GRADE, UV–STABLE, ELECTROSTATICALLY APPLIED POLYMER POWDER.
MINIMUM REQUIREMENTS:
- DRY FILM THICKNESS WILL BE GREATER THAN 3 MILS.
- CROSS HATCH ADHESION ASTM D6677: 5B.
- IMPACT RESISTANCE ASTM D2794: 160 IN–LB.
- UV RESISTANCE MEETING ASTM G154.
- PENCIL TEST HARDNESS 2H – 6H.
- SMOOTH TEXTURE, LOW GLOSS.

REPAIR DAMAGED POWDER COATING BY:
1. REMOVE ANY DEBRIS, DIRT, GREASE, OR MOISTURE.
2. ABRASIVE BLAST OR HAND–SAND THE AREA TO BE RECOATED INCLUDING THE POWDER COAT TO BE COVERED.
3. APPLY SOLVENT CLEANER.
4. APPLY ENAMEL OR EPOXY–BASED PRIMER.
5. APPLY ENAMEL OR EPOXY–BASED TOP COAT TO MATCH POWDER COATED COLOR AND GLOSS.

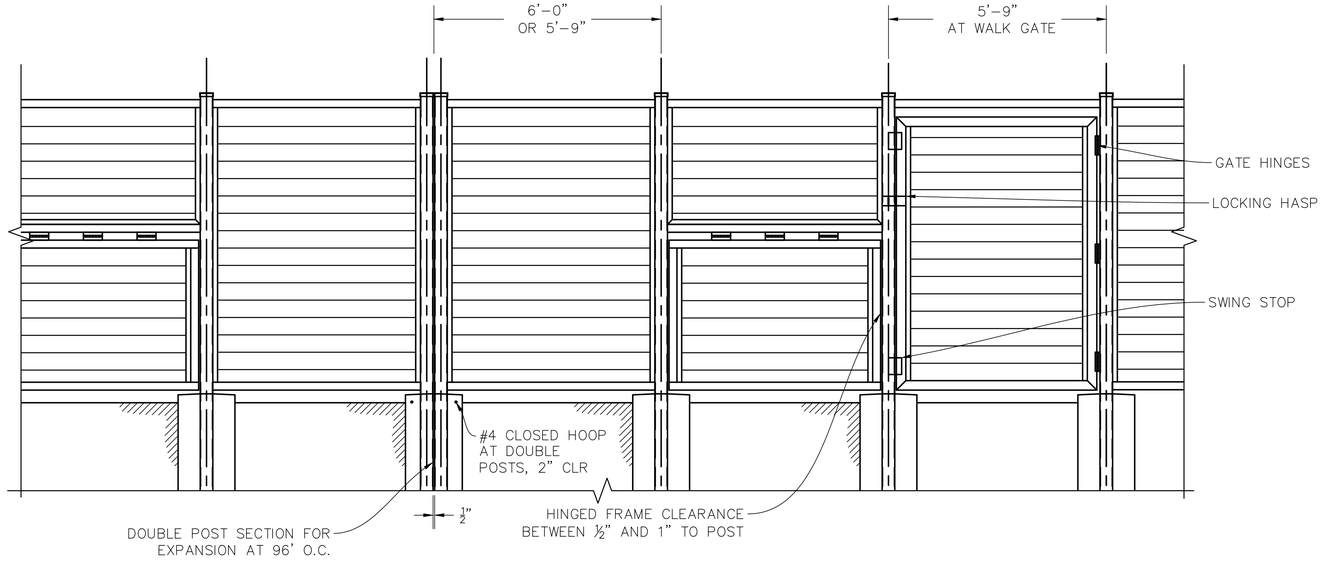
CONCRETE FENCE POST F'C = 2500 PSI.

PLACE CONCRETE AGAINST UNDISTURBED SOIL.

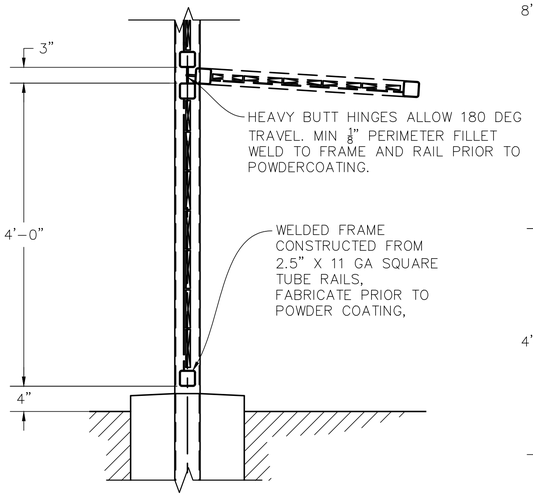
ALL RAILS TO BE FLAT AND ALL POSTS TO BE PLUMB. STEP DOWN RAILS TO MEET GRADING.

REDWOOD SLATS TO BE CONSTRUCTION HEART GRADE, ROUGH.
APPLY SEMI–TRANSPARENT STAIN FORMULATED FOR EXTERIOR REDWOOD USE.
USE CABOT PRODUCT #080351810572 OR #080351103162; VALSPAR #035777885086 OR #035777885079; BEHR PREMIUM SEMI–TRANSPARENT WATERPROFFING STAIN & SEALER #5330 OR #5533; OR EQUAL.

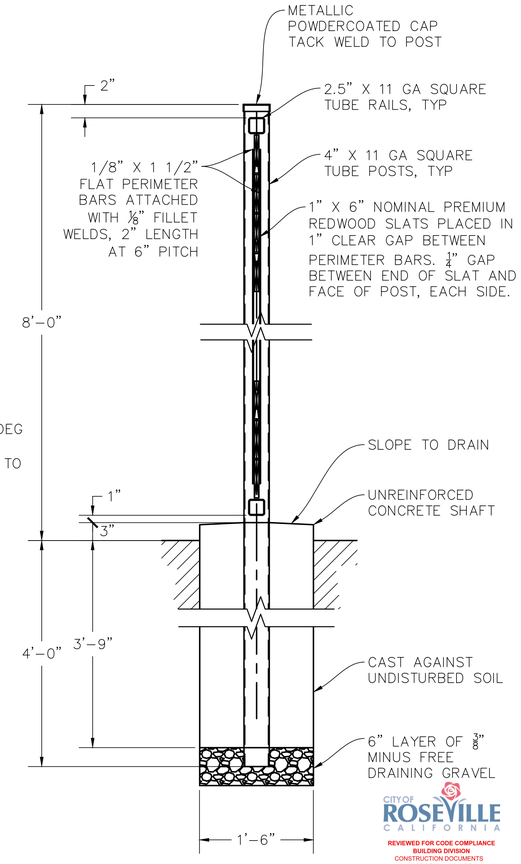
QUANTITIES	
FENCE POST FOUNDATIONS	150
TUBULAR STEEL FENCE POSTS	159
TUBULAR STEEL FENCE RAILS	1456 LINEAR FEET
HINGED FRAMES	LUMP SUM
REDWOOD 1X6	5671 SQUARE FEET



FENCE ELEVATION
SCALE: 1/2" = 1'



HINGED BAY DETAIL
SCALE: 1" = 1'



FENCE SECTION
SCALE: 1" = 1'

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NOTE: THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

C-2

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788–8122

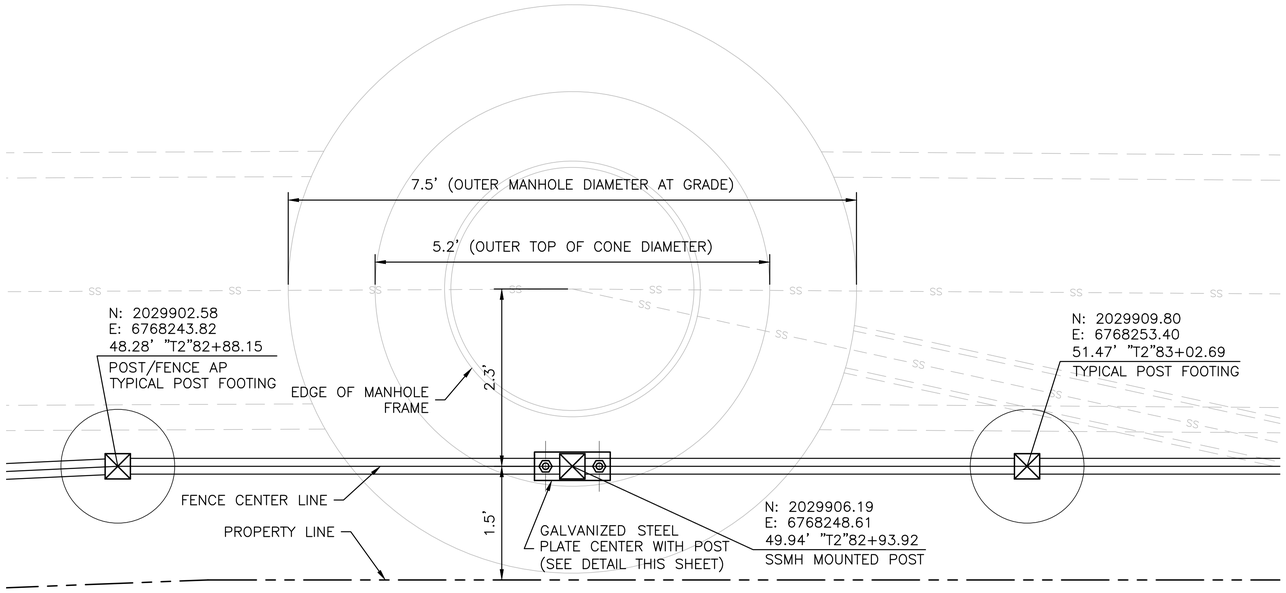
DESIGNED BY: DOUG FREDERICKS DATE 6/23/25
CHECKED BY: ABRAHAM JAUREGUI DATE 6/23/25
DRAWN BY: YELENA PROKOFYEVA DATE 6/23/25

DOUGLAS ALAN FREDERICKS — No. 90370 — CIVIL — STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 FENCE AND LANDSCAPING PROJECT
CRIHB FENCE DETAILS 1

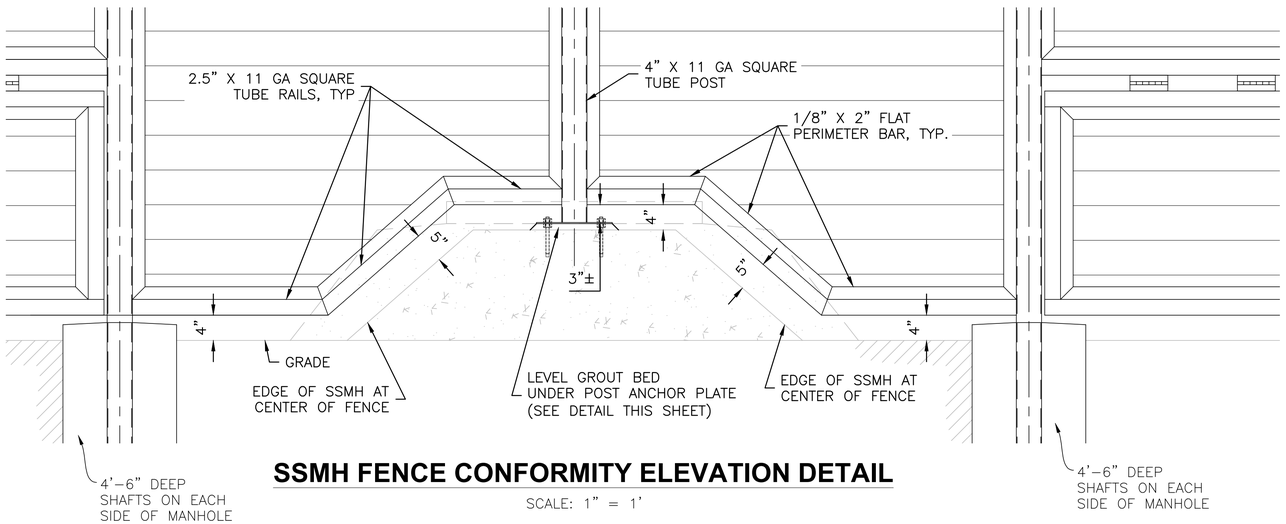
SHEET 3 OF 7

Xrefs: DCBT-X-PL|DCBT-X-UTILY-TPG-DryCreek_Topo-All|DCBT-C-TOPO-ADDITIONS|DCBT-C-RD|CRIHB-S-BORDER|C-CRIHB-FENCE
Images: cropped COR black logo.tif|Marc_Signature.jpg|



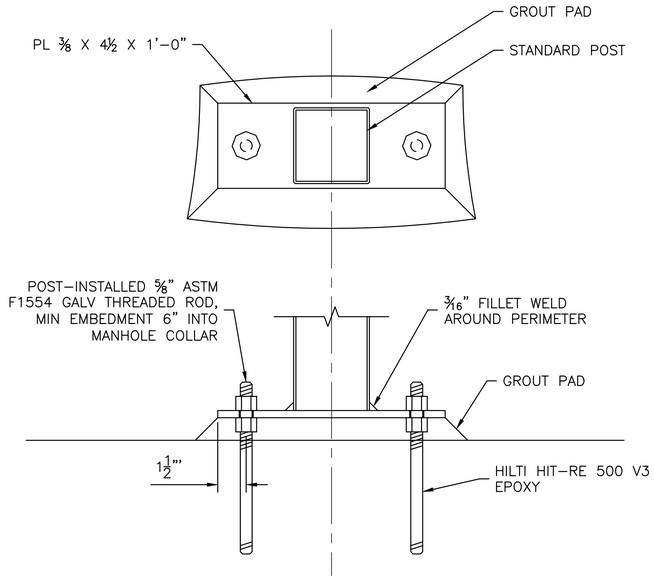
SSMH FENCE CONFORMITY PLAN DETAIL

SCALE: 1" = 1'



SSMH FENCE CONFORMITY ELEVATION DETAIL

SCALE: 1" = 1'



BASEPLATE AND ANCHORAGE DETAIL

SCALE: 3" = 1'

NOTE: THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

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C-3

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BENCH MARK ELEV. SEE NOTES

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FIELD BOOK

SCALE
HORIZ. AS SHOWN
VERT. N/A

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
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DESIGNED BY: CRAIG CUSTER DATE 6/23/25
CHECKED BY: BRIAN WRIGHT DATE 6/23/25
DRAWN BY: CRAIG CUSTER DATE 6/23/25

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-27
CIVIL
STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 FENCE AND LANDSCAPING PROJECT
FENCE DETAILS

SHEET 4 OF 7

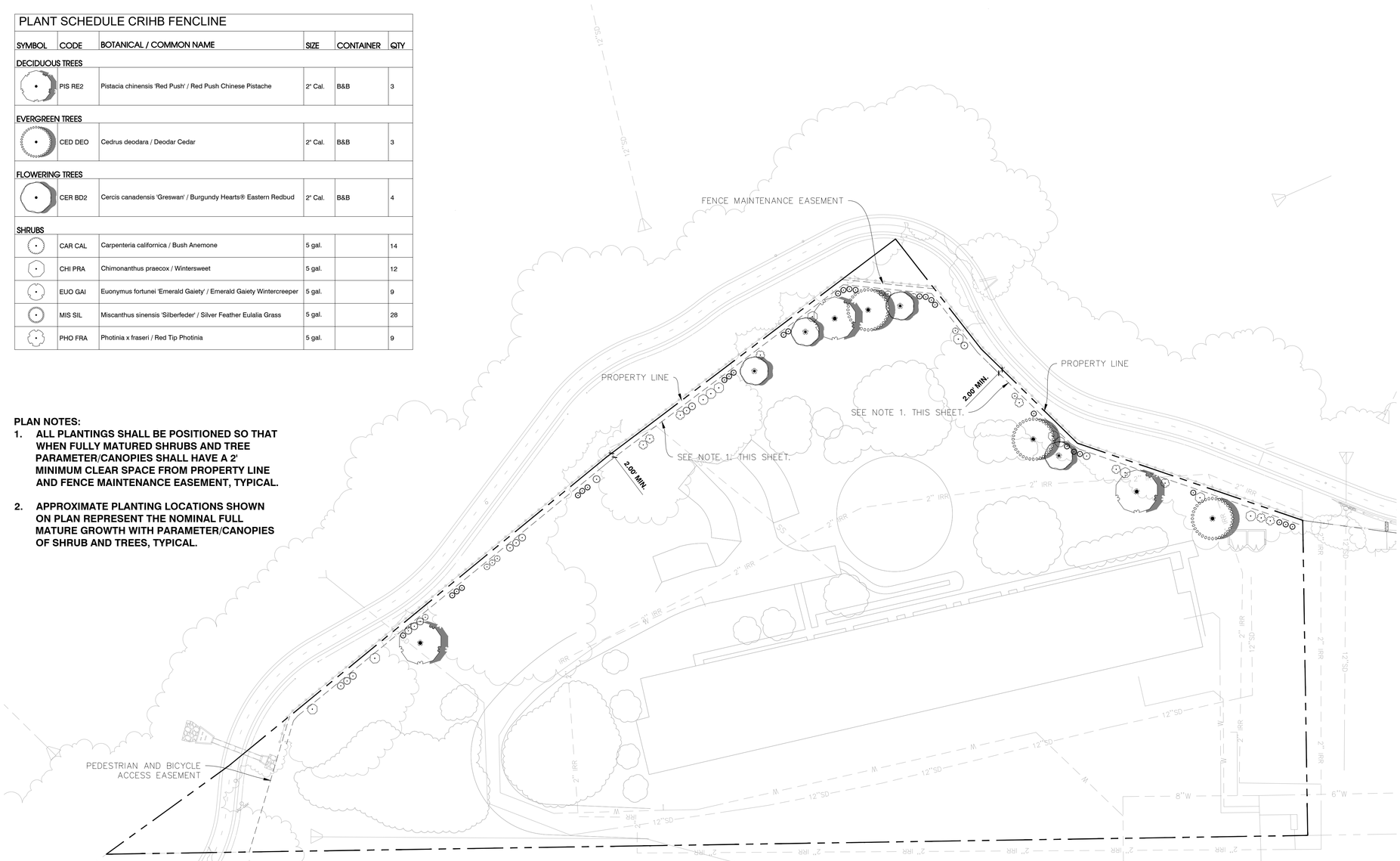
Xrefs: DCBT-C-BORDER|DCBT-C-TOPO-ADDITIONS|DCBT-C-RD|City-Aerial_2019|DCBT-X-PL|V-TPG-DryCreek_Topo-All|_PSOMAS_ECORP_Points Overlay|C-CRIHB-FENCE|DCBT-X-UTIL
Images: cropped COR black logo.tif|Marc_Signature.jpg|

Plotted: 06/24/2025 09:25:25. | Drawing: J:\ROS\6ROS013800\TRANSP\DESIGN\ROAD\SHEETS\CRIHB Fence Plans\04-CRIHB-DETAILS.dwg | Layout: Layout1 | By: ccuster

PLANT SCHEDULE CRIHB FENCELINE					
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
DECIDUOUS TREES					
	PIS RE2	Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	2" Cal.	B&B	3
EVERGREEN TREES					
	CED DEO	Cedrus deodara / Deodar Cedar	2" Cal.	B&B	3
FLOWERING TREES					
	CER BD2	Cercis canadensis 'Greswan' / Burgundy Hearts® Eastern Redbud	2" Cal.	B&B	4
SHRUBS					
	CAR CAL	Carpenteria californica / Bush Anemone	5 gal.		14
	CHI PRA	Chimonanthus praecox / Wintersweet	5 gal.		12
	EUO GAI	Euonymus fortunei 'Emerald Gaiety' / Emerald Gaiety Wintercreeper	5 gal.		9
	MIS SIL	Miscanthus sinensis 'Silberfeder' / Silver Feather Eulalia Grass	5 gal.		28
	PHO FRA	Photinia x fraseri / Red Tip Photinia	5 gal.		9

PLAN NOTES:

1. **ALL PLANTINGS SHALL BE POSITIONED SO THAT WHEN FULLY MATURED SHRUBS AND TREE PARAMETER/CANOPIES SHALL HAVE A 2' MINIMUM CLEAR SPACE FROM PROPERTY LINE AND FENCE MAINTENANCE EASEMENT, TYPICAL.**
2. **APPROXIMATE PLANTING LOCATIONS SHOWN ON PLAN REPRESENT THE NOMINAL FULL MATURE GROWTH WITH PARAMETER/CANOPIES OF SHRUB AND TREES, TYPICAL.**



CITY OF ROSEVILLE CALIFORNIA

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MUST BE ON JOB SITE
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07/21/2025 15:33:22
BD25-2466

P-1

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=40'
VERT. N/A

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: TANNER SNOW DATE 06/23/2025
CHECKED BY: BRIAN WRIGHT DATE 06/23/2025
DRAWN BY: TANNER SNOW DATE 06/23/2025

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 FENCE AND LANDSCAPING PROJECT
PLANTING PLAN

SHEET 5 OF 7

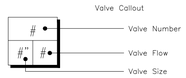
Xrefs: DCBT-C-TOPO-ADDITIONS|DCBT-C-RD|City-Aerial_2019|DCBT-X-PLN-TPO-DryCreek_Topo-All|_PSOMAS_ECORP_Points Overlay|C-CRIHB-FENCE|DCBT-X-UTL|DCBT-C-BORDER
Images: Fencing Exhibit CRIHB Rev 1 3.14.24.jpg|cropped COR block logo.tif|Marc_Signature.jpg|

Plotted: 06/30/2025 10:45:29.01 | Drawing: J:\ROS\6ROS014302 - CRIHB Fence\PLANNING\Landscape\Fencing_Landscape CDs - TS.dwg | Layout: Planting 22x34 Layout | By: tanner.snow

IRRIGATION SCHEDULE CRIHB FENCELINE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-100-LC 1" Wide Flow Drip Control Kit, for Light Commercial Uses. 1" PEB Valve, with 1" Pressure Regulating 40psi Basket Filter. 0.3-20 GPM.	1
	Rain Bird XFDe-06-12 Drip Ring TREE DRIP RING - 3-RING CONFIGURATION WITH RINGS ON 12" SPACING. USE RAIN BIRD XFDe DRIP TUBING.	10
	Area to Receive Drip Emitters Rain Bird XB-PC Single Outlet, Pressure Compensating Drip Emitters. Flow rates of 0.5 GPH=blue, 1.0 GPH=black, and 2.0 GPH=red. Comes with a self-piercing barb inlet x barb outlet.	10,056 sf
	10PC emitters (4 assigned to each 5 gal. plant)	300

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Irrigation Lateral Line: PVC Schedule 40 3/4"	988.4 lf



PLAN NOTES:

1. **THE AREA TO RECEIVE DRIP EMITTERS IS APPROXIMATING LIMITED TO A TYPICAL OFFSET OF 12' FROM PROPERTY LINE OR FENCE MAINTENANCE EASEMENT; HOWEVER, THE ACTUAL LOCATION OF DRIP TUBING AND EMITTERS COLLATE TO INDIVIDUAL PLANTINGS (SEE DETAIL B1 ON SHEET P-3).**

REVIEWED FOR CODE COMPLIANCE
BUILDING DIVISION
CONSTRUCTION DOCUMENTS MUST BE ON JOB SITE
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07/21/2025 15:33:22
BD25-2466

P-2

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV: SEE NOTES

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FIELD BOOK

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DESIGNED BY: TANNER SNOW DATE 06/23/2025
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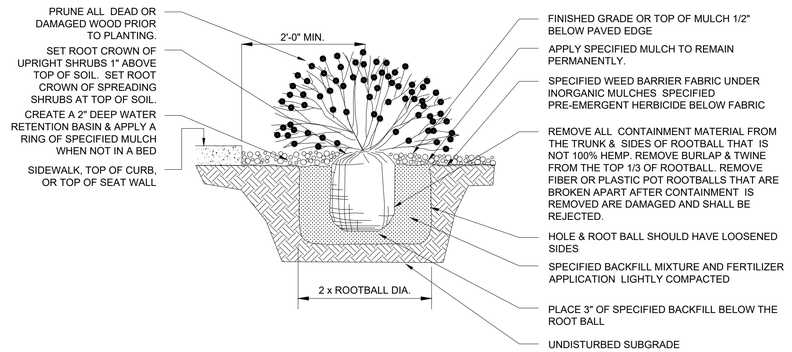
REGISTERED PROFESSIONAL ENGINEER
BRIAN C. WRIGHT
No. C59331
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 FENCE AND LANDSCAPING PROJECT IRRIGATION PLAN

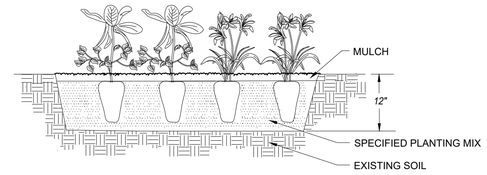
SHEET 6 OF 7

Xrefs: DCBT-C-TOPO-ADDITIONS|DCBT-C-ROI|City-Aerial_2019|DCBT-X-PLU-TPG-DryCreek_Topo-All|_PSOMAS_ECORP_Points Overlay|C-CRIHB-FENCE|DCBT-X-UTIL|DCBT-C-BORDER
Images: Fencing Exhibit CRIHB Rev 1 3.14.24.jpg|cropped COR black logo.tif|Marc_Signature.jpg

Plotted: 06/30/2025 10:50:49. | Drawing: J:\ROS\6ROS014302 - CRIHB Fence\PLANNING\Landscape\Fencing_Landscape CDs - TS.dwg | Layout: Irrigation 22x34 Layout | By: tanner.snow

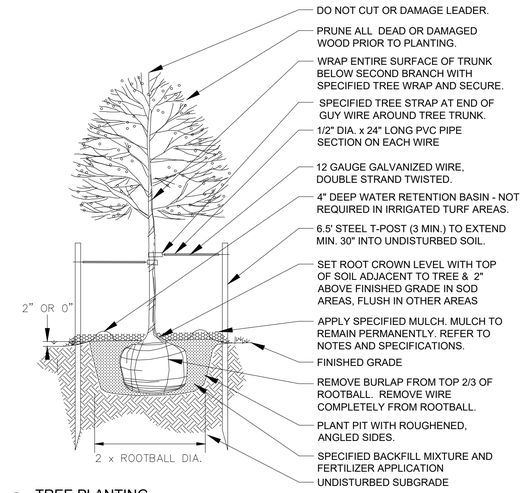


A SHRUB PLANTING
NO SCALE

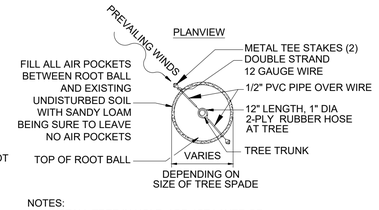


B PERENNIAL PLANTNIG
NO SCALE

NOTES:
1. INSTALL TREE IN HOLE, ADD 1ST LAYER OF COMPACTED SOIL MIX. CUT AND REMOVE ALL BURLAP, TWINE FROM TOP 1/3 OF BALL, ADD SECOND LAYER OF SOIL MIX.
2. SOIL MIX FOR ALL TREE SHALL BE 30% EXISTING, SOIL EXCAVATED FROM PLANT HOLE, 30% LOAMY TOPSOIL, 20% CLEAN COARSE SAND, 20% PEAT MOSS.
3. PLACE AGRIFORM TABLETS IN EACH PLANTING PIT, BURY AT 1/3 DEPTH OF ROOT BALL. PLACE 3 TABLETS IN EACH PIT, NO CLOSER THAN 18 INCHES APART.
4. DIAMETER OF TREE RING IN LAWN AREAS TO BE 2 FEET WIDER THAN DIAMETER OF CANOPY.



D TREE PLANTING
NO SCALE



NOTES:
1. INSTALL TREE IN HOLE, ADD 1ST LAYER OF COMPACTED SOIL MIX. CUT AND REMOVE ALL BURLAP, TWINE FROM TOP 1/3 OF BALL, ADD SECOND LAYER OF SOIL MIX.
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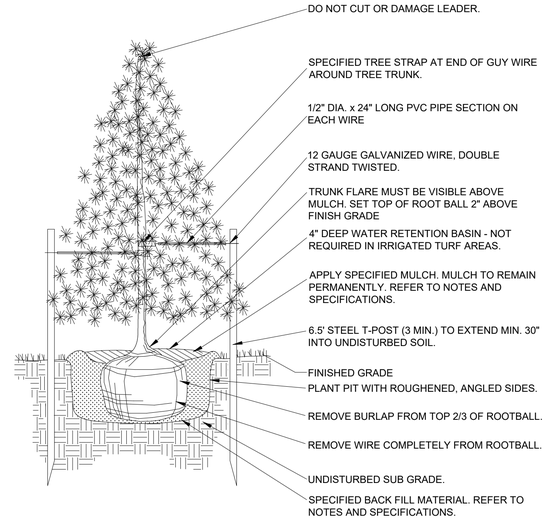
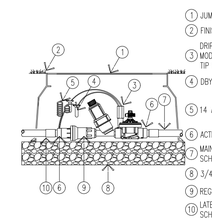
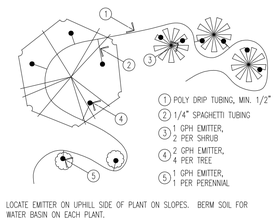
3. PLACE AGRIFORM TABLETS IN EACH PLANTING PIT, BURY AT 1/3 DEPTH OF ROOT BALL. PLACE 3 TABLETS IN EACH PIT, NO CLOSER THAN 18 INCHES APART.
4. DIAMETER OF TREE RING IN LAWN AREAS IS BE 4'-0".
5. STAKING NOT REQUIRED, ONLY THROUGH CERTAIN SITE CONDITIONS.
6. SHADE TREES: LOWEST LIMBS MIN. 6-8' FROM ROOT CROWN AFTER TWO YEARS. NO LIMB SHALL BE WITHIN 7' OF PAVEMENT.



C EVERGREEN TREE PLANTING
NO SCALE

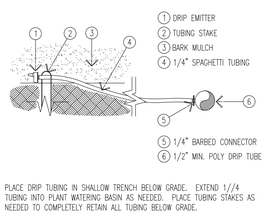


A1 DRIP CONTROL ZONE
SCALE: NTS SECTION DETAIL



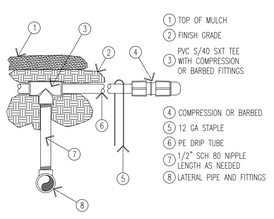
LOCATE EMITTER ON UPHILL SIDE OF PLANT ON SLOPES. BERM SOIL FOR WATER BASIN ON EACH PLANT.

B1 DRIP TUBING/EMITTERS
SCALE: NTS SECTION DETAIL



PLACE DRIP TUBING IN SHALLOW TRENCH BELOW GRADE. EXTEND 1//4 TUBING INTO PLANT WATERING BASIN AS NEEDED. PLACE TUBING STAKES AS NEEDED TO COMPLETELY RETAIN ALL TUBING BELOW GRADE.

C1 EMITTER CONNECTION
SCALE: NTS SECTION DETAIL



D1 PVC TO PE CONNECTION
SCALE: NTS SECTION DETAIL

CITY OF ROSEVILLE CALIFORNIA
REVIEWED FOR CODE COMPLIANCE
BUILDING DIVISION
CONSTRUCTION DOCUMENTS
MUST BE ON JOB SITE
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REVISIONS

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1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

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REGISTERED PROFESSIONAL ENGINEER
BRIAN C. WRIGHT
No. C59331
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 FENCE AND LANDSCAPING PROJECT
LANDSCAPE DETAILS

SHEET 7 — OF — 7

Xrefs: DCBT-C-TOPO-ADDITIONS|DCBT-C-RD|City_Aerial_2019|DCBT-X-PL|V-TPG-DryCreek_Topo-All|_PSOMAS_ECORP_Points Overlay|C-CRIHB-FENCE|DCBT-X-UTL|DCBT-C-BORDER
Images: Fencing Exhibit CRIHB Rev 1 3.14.24.jpg|cropped COR block logo.tifMarc_Signature.jpg|

Plotted: 06/24/2025 14:21:25. | Drawing: C:\Users\TANNER~1.SNO\AppData\Local\Temp\AcPublish_12316\Fencing_Landscape CDs - TS.dwg | Layout: Landscape Details 22x34 | By: tanner.snow



Streets & Bridges
Project Manual

Name of project:

Dry Creek Greenway East Phase 1 Fence and Landscaping Project

Department:

Public Works/Engineering

CITY OF ROSEVILLE CALIFORNIA

Notice to Contractors, Proposal, and Special Provisions for the

Dry Creek Greenway East Phase 1 Fence and Landscaping Project

Public Works – Engineering

APPROVAL RECOMMENDED BY:

_____

Noah Siviglia, P.E.
Principal Engineer
City of Roseville
RCE 87197

APPROVED BY:

_____

Jason Shykowski, P.E.
Public Works Director
City of Roseville
RCE 58234

For use in connection with the State of California Standard Specifications dated 2015, Standard Plans dated 2015, Labor Surcharge and Equipment Rental Rates

311 Vernon Street, Roseville, California 95678–2649
www.roseville.ca.us/engineering

CITY OF ROSEVILLE CALIFORNIA

TABLE OF CONTENTS

	Pagination Notation
Notice to Contractors	NTC
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Proposal	PROP
Insurance Broker Information Packet	INS
Standard Construction Specifications	SCS
Assembly Bill No. 626	AB 626
Special Provisions (if applicable)	SP
Construction Details	CD

I
NOTICE TO CONTRACTORS

CITY OF ROSEVILLE

DEPARTMENT OF Public Works

Name of Project: Dry Creek Greenway East Phase 1 Fence and Landscaping Project

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposal will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until July 7, 2026 at 3:00 p.m. Late proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on July 7, 2026 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project:

Dry Creek Greenway East Phase 1 Fence and Landscaping Project.

A pre-bid meeting will be held at _____

_____.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at https://www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name

and address of the Bidder, and marked in capital letters on the front and back of the envelope as follows:

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the

public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The City has determined that the Contractor shall possess a valid Class A, General Engineering or C-13, Fencing Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 "Legal Relations and Responsibility" of the Standard Construction Specifications.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All questions prior to the deadline for bid submissions shall be directed to the attention of Dry Creek Greenway East Phase 1 Fence and Landscaping Project via online submission at the Public Purchase website.

The deadline for submissions of questions and clarifications regarding the Contract Documents is __11__ calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

_____
City Clerk, City of Roseville

Dated: _____

Published: _____

II
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

1-1.01 **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in Standard Construction Specifications Section 1.

1-1.02 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03 **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

SECTION 2: BID REQUIREMENTS

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked "PROP" plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of

Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02 **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself, and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05 **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed "Noncollusion Declaration" in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any

employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.07 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.08 **SCHEDULE OF BID PRICES.** Bidders are directed to submit firm unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern. The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the Standard Construction Specifications, Supplemental Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term "unbalanced bid" is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work

under a bid item will be performed during the course of the Project or that the Work will be performed at the quantities included in the Schedule of Bid Prices. As provided in the Standard Construction Specifications, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.10 **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

SECTION 3: EVALUATION OF BIDS

3-1.01 **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals $1,000,000, but the Bidder has written $1,250,000 as the Grand Total Bid Price, the City will consider $1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

3-1.02 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

3-1.03 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

4-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the Standard Construction Specifications, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the Standard Construction Specifications. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance

certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to

Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

5-1.01 **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

III
PROPOSAL

PROPOSAL TO THE DEPARTMENT OF Public Works

Project: Dry Creek Greenway East Phase 1 Fence and Landscaping Project

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Standard Specifications, Standard Construction Specifications, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled _____ _____, City of Roseville, California. This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers _____. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item ("unit") price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment,

delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance with the Contract Documents.

Accompanying this Proposal is _____.

(Notice: Insert the words "Cash $_____," "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: _____

_____

_____

_____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

_____

_____

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By_____	By_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

_____	_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is

authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB-CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

_____

_____
(Signature of Bidder)

_____

_____
Business Address

_____
Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____

a, _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Roseville in the penal sum of _____ dollars ($_____), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Roseville, acting by and through the Public Works Director, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of the City of Roseville, as aforesaid, for certain construction specifically described as follows, for which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street, Roseville, California, on _____, 20__ FOR

_____

(Copy here the exact title of work as it appears on the Proposal.)

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20___.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

_____

_____
Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

CONTRACTOR: _____

SCHEDULE OF BID ITEMS

ITEM NO.	*	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE	SUBTOTAL
1		Mobilization	LS	1		
2		Clear and Grub	LS	1		
3		Fence Post Foundations	EA	150		
4		Tubular Steel Fence Posts	EA	159		
5		Tubular Steel Fence Rails	LF	2301		
6		Redwood 1X6	SF	5671		
7		Hinged Frames	LS	1		
8		Temporary High Visibility Fence	LF	1100		
Landscape/Site Furnishings						
8		2-inch Caliper Tree	EA	10		
9		5 gallon Shrub	EA	72		
10		1-inch Valve, Drip Control Kit and Pressure Regulating Assembly	EA	1		
11		3/4-inch Schedule 40 PVC	LF	989		
12		Irrigation Drip Ring	EA	14		
13		Drip Emitter	LS	300		
					TOTAL	

* (F) denotes final pay item
(P) denotes partial payment
(S) denotes specialty item

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

_____
(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No_____

If the answer is yes, explain the circumstances in the following space.

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an "as is" basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

Print Name	Signature
Name of Business/Company/Corporation	Date
Address	Phone

END OF PROPOSAL

IV
AGREEMENT

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and _____, a _____, ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the _____day of _____, 20_____, approved plans and specifications for the _____ _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the _____ day of _____, 20_____; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the _____ day of _____, 20_____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

_____

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR _____

_____ dollars ($_____) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $_____ per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within _____ Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE	CONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____day of _____, 20_____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

_____
_____

BY: _____
its: _____

and

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

V
INSURANCE BROKER INFORMATION PACKET

INSURANCE BROKER INFORMATION PACKET

Project: Dry Creek Greenway East Phase 1 Fence and Landscaping Project

NOTICE TO CONTRACTOR:

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

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NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as _____. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled "Insurance Requirements." Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to Special Provisions for modifications of the Standard Construction Specifications, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: $_____.

Bonds must be sent to the following staff person:

_____

_____

_____

Insurance documents must be provided using one of the following methods:

a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us

b. By fax to (770) 335-5727 and (916) 774-5461

After using one of these methods, please **DO NOT** send the insurance certificate(s) by mail.

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the Standard Construction Specifications:

7-1.06 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and

limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the

Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not ____ Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract.

Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage

for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: Dry Creek Greenway East Phase 1 Fence and Landscaping Project)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the ____ day of _____, 20___.

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: ____ _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND

(Project: Dry Creek Greenway East Phase 1 Fence and Landscaping Project)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:	SURETY:
BY:_____	BY:_____
PRINT NAME: _____	**PRINT NAME:** ____ _____
PRINT TITLE: _____	**PRINT TITLE:**_____
AND	MAILING ADDRESS:
BY: _____	_____
PRINT NAME: _____	_____
PRINT TITLE:_____	_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

VI
CITY OF ROSEVILLE
STANDARD CONSTRUCTION SPECIFICATIONS

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

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ADOPTION OF STATE SPECIFICATIONS

1. The State of California Department of Transportation ("Caltrans") Standard Specifications dated 2015, are hereby adopted as the Standard Specifications of the City of Roseville except insofar as they may be modified by these Standard Construction Specifications.

2. Except for Division 1, Section 2, numbering in these Standard Construction Specifications conforms to that in the Caltrans Standard Specifications. The existence of a section in these Standard Construction Specifications means that the corresponding section of the Standard Specifications is modified in some respect. Unless otherwise specified, the modified Standard Specification provisions are deleted entirely, and the provisions of these Standard Construction Specifications are substituted.

DIVISION 1. GENERAL PROVISIONS

SECTION 1. GENERAL

ACCEPTANCE. Shall mean the formal Acceptance by resolution of the Roseville City Council of an entire Contract which has been completed in all respects in accordance with the Plans and specifications and any modifications thereof previously approved, causing a notice of completion to be filed with the County Recorder.

ATTORNEY GENERAL. The City Attorney of the City of Roseville.

CITY ATTORNEY. The City Attorney of the City of Roseville.

CITY CLERK. Shall mean the City Clerk of the City of Roseville.

DEPARTMENT. Shall mean the Department of Public Works of the City of Roseville, also referred to as the Department of Contract Administration. References made to the Department of Transportation otherwise shall mean the State of California Department of Transportation.

DIRECTOR. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ENGINEER. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ESTIMATED COST. The estimate prepared by the Public Works Director of quantities of work to be performed.

LIQUIDATED DAMAGE. The amount to be deducted from payments due or to become due to the Contractor for delay, as set forth in the Special Provisions.

PLANS. The official Project Plans, Standard Plans, Improvement Plans, Construction Standards, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Director which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Plans whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

a. Standard Plans - The Standard Plans of the Department of Transportation of the State of California.

b. Project Plans - The Project Plans are specific details and dimension peculiar to the Work and supplemented by the Standard Plans, insofar as the same may apply.

c. Construction Standards - The City of Roseville Design and Construction Standards.

STATE. Reference to the State or State of California shall mean City or City of Roseville unless the reference is to a law or regulation of the State, and reference to Sacramento shall mean Roseville unless otherwise noted.

SECTION 2. BIDDING

SECTION 2 SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed shall be submitted as its bid. Bids not presented on forms so furnished will be disregarded.

The proposal form is bound in a book together with the Notice to Contractors, special provisions, and Contract. The proposal shall set forth for each item of work, in clearly legible figures and words, an item price and a total for the item in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as required therein.

All items shown on the schedule of bid items shall be properly filled in and shall include all costs of labor, materials, equipment, and State, Federal, or other taxes applicable to the transaction. The completed forms shall be without inter-lineations, erasures or alterations of any nature. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the name and post office address of each member of the

firm or partnership must be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer of said corporation. If the proposal is signed by an agent, a "Power of Attorney" must be filed with the proposal.

The proposal shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the time and date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Proposal forms shall be obtained from the Director of Public Works, City of Roseville, California. Proposal forms are not transferable.

2-1.02 **REJECTION OF PROPOSALS AND DISQUALIFICATION OF BIDDERS.** Proposals may be rejected if they show any alterations of the forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one (1) proposal for the work contemplated, will cause the rejection of all proposals in which the Bidder is interested. The City reserves the right to reject any and all proposals.

2-1.03 **PROPOSAL GUARANTY.** All bids shall be presented under sealed cover and accompanied by one (1) of the following forms of Bidder's security.

a. Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City.

b. The security shall be in an amount equal to at least ten percent (10%) of the bid amount. A bid will not be considered unless one (1) of the forms of Bidder's security is enclosed with it.

c. A Bidder's bond will not be accepted unless it conforms to a bond form approved by the City Attorney. Upon request "Bidder's Bond" forms may be obtained from the Department.

2-1.04 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the Director. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and City is under no obligation to return the bids.

2-1.05 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a

basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

2-1.06 **PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

2-1.07 **COMPETENCY OF BIDDERS.** If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with the Bid on a form approved by the City Attorney, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City Attorney prior to the time for awarding bids on the specific project for which it is submitted, a joint bid submitted by said Bidders will be disregarded. No bid will be accepted from or a Contract awarded to any Bidder to whom a proposal form has not been issued pursuant to Section 2-1.06.

2-1.08 **GUARANTY AND WARRANTY.** The Contractor shall guarantee and warrant all materials supplied as being fit for the purpose intended. The Contractor shall guarantee and warrant all work performed as having been accomplished in a proper and workman-like manner. The guarantee and warranty required by this section shall continue for a period of one (1) year after Acceptance of the Work.

Should any failure of the work occur within a period of one (1) year, after Acceptance of the project by the City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) calendar days after being given written notice of such failure; provided, however, that in case of emergency where in the opinion of the Engineer, providing a reasonable attempt has been made to notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work the faithful performance bond may be reduced at the discretion of the City Council to not less than ten percent (10%) of the Contract price to cover said guarantee.

Additional guarantees or warranties may be required by the Special Provisions.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.04 **CONTRACT AWARD.** The right is reserved to reject any and all proposals. The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) business days after the public opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the Roseville City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the public opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred and four (104) business days after public opening of the proposals. The above time periods within

which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

All bids will be compared on the basis of the Director's estimate of the quantities of work to be done.

3-1.05 **CONTRACT BONDS.** The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be in a form approved by the City Attorney and shall be secured by a surety company satisfactory to the City Attorney. If the Contract price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

3-1.18 **CONTRACT EXECUTION.** The Contract, in form and contents satisfactory to the City, shall be executed by the successful Bidder and returned, together with the Contract bonds and certificates of insurance within fifteen (15) calendar days after written notice that the Contract has been awarded, or as otherwise directed, in writing, by the City. No proposal shall be considered binding upon the City until the execution of the Contract by the City.

3-1.20 **FAILURE TO EXECUTE CONTRACT.** Section 3-1.20, "Failure to Execute Contract" is added as follows:

"Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds

and insurance as provided herein within fifteen (15) calendar days, or within a different timeframe specified by City in writing, after such Bidder has received notice that the Contract has been awarded to him or her, shall be just cause for the annulment of the award and the forfeiture of the Bidder's security to the City as Liquidated Damages. The successful Bidder may file with the Roseville City Council a written notice, signed by the Bidder or his or her authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him or her. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds and insurance within the time prescribed by Section 3-1.18."

SECTION 4. SCOPE OF WORK

There are no amendments to the Standard Specifications.

SECTION 5. CONTROL OF WORK

5-1.02 **CONTRACT COMPONENTS.** These Standard Construction Specifications, the Standard Specifications, the Standard Plans, the Improvement Plans, Construction Standards, Project Plans, project Special Provisions (and any addenda), the Agreement, Contract Change Orders, and all supplementary documents are all essential parts of the Contract between Contractor and the City. A requirement occurring in one (1) is as binding

as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

In resolving inconsistencies among two (2) or more sections of the Contract Documents, precedence shall be given in the following order:

A. Special Provisions

B. City of Roseville Standard Construction Specifications

C. City of Roseville Design and Construction Standards

D. State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans

E. Drawings

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the Plans, the Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the Plans, reference shall be made to the Director, whose decision thereon shall be final.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-1.20B(5) **CITY OF ROSEVILLE ENCROACHMENT PERMITS.** Section 5-1.20B(5), "City of Roseville Encroachment Permits" is added as follows:

"The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by

the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director."

5-1.20B(6) **CITY OF ROSEVILLE BUSINESS LICENSE.** Section 5-1.20B(6), "City of Roseville Business License" is added as follows:

"The Contractor shall obtain a business license from the City prior to commencing work."

5-1.20B(7) **OTHER PERMITS.** Section 5-1.20B(7), "Other Permits" is added as follows:

"The Contractor in coordination with the Director shall procure any necessary permits which the City has not specifically mentioned as obtaining."

5-1.31 **JOB SITE APPEARANCE.** The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

5-1.38 **MAINTENANCE AND PROTECTION RELIEF.** Section 5-1.38 is deleted.

5-1.43 **POTENTIAL CLAIMS AND DISPUTE RESOLUTION.** Section 5-1.43 is deleted in its entirety and replaced with the following:

5-1.43A **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to payment for any additional compensation for any act or failure to act by the City, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the City due written Notice of Potential Claim as hereinafter specified.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within three (3) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit a complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) calendar days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for

additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities

affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these Standard Construction Specifications, including but not limited to Section 5-1.43B.

It is the intention of this Section 5-1.43A that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he or she shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

5-1.43B **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) calendar days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) calendar days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claims that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claims shall be processed and made within sixty (60) calendar days after the public entity issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a

qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall be responsible for the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 9-1.22.

5-1.46 **FINAL INSPECTION AND CONTRACT ACCEPTANCE.** When the Director has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the Plans and specifications, the Director will recommend that the Roseville City Council formally accept the work, and immediately upon and after such Acceptance by the City, the Contractor will be responsible for the work done for a period of one (1) year.

SECTION 6. CONTROL OF MATERIALS

6-1.03 **LOCAL MATERIALS.** Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the Contract, they will drain and will blend in with the surrounding terrain.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02K(2) **WAGES.** The provisions of paragraphs 1and 2 of Section 7-1.02K(2) of the Standard Specifications are amended to read as follows:

"Pursuant to the provisions of California Labor Code Section 1773, the City has identified the source, stated below, of the general prevailing rate of wages applicable to the

work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and are incorporated herein as part of the Contract.

Pursuant to California Labor Code Section 1773.2, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work."

7-1.02K(6)(b) **EXCAVATION SAFETY.** For trenches or excavation five feet (5') or deeper, the Contractor shall obtain from the Division of Industrial Safety, a permit authorizing such construction.

7-1.02O **VEHICLE CODE.** Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Vehicle Code Divisions 11, 12, 13, 14, and 15. Attention is directed to the statement in Section 591 that this section shall not relieve the Contractor nor any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

7-1.03 **PUBLIC CONVENIENCE.** Section 7-1.03 of the Standard Specifications is amended in part as follows:

1. Delete paragraph 10 ("Install signs, lights, flares . . .") and substitute the following:

"In order to expedite the passage of public traffic through or around the work, the Contractor shall install signs, lights, flares, temporary railing (type K), barricades, and other facilities for the sole convenience and direction of public traffic as may be required. Also, as may be required, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, temporary railing (type K), barricades, flaggers, and other facilities shall be included in the lump sum paid for traffic control and no additional compensation will be allowed therefor.

In addition to the requirements previously specified for furnishing facilities and flaggers to expedite the safe passage of the public through or around the work, the Contractor shall at his or her expense furnish and erect within or adjacent to the work such warning, regulatory, or guide signs, markers, or devices as are necessary."

2. Add a paragraph at the end of the section to read as follows:

"In addition to the requirements hereinbefore specified for furnishing facilities and flaggers for expediting the passage of public traffic through or around the work, the Contractor shall furnish and erect, within or adjacent to the limits of the Contract, such warning, regulatory, and guide signs as may be required. The Contractor shall furnish, install and remove all such signs. Payment for furnishing, installing and removing all such signs shall be included in the lump sum price paid for traffic control and no additional compensation will be allowed therefor."

7-1.04 **PUBLIC SAFETY.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor

shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements

of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

In accordance with California Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred or more square feet (100') of asbestos must be “Certified” in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these Standard Construction Specifications is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection, as provided in the proposal as separate Bid Items.

7-1.05 **INDEMNIFICATION.** The City of Roseville and its officers, agents, employees, and volunteers, including but not limited to the Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or any things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or his or her subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville and its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person including, but not

limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute.

The duty of the Contractor to defend, indemnify, and save harmless includes, but is not limited to, the duties to defend as set forth in Civil Code Section 2778. The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Roseville, its officers, agents, employees, and volunteers from any and all claims, suits, or actions as set forth above regardless of existence or degree of fault or negligence, on the part of the City, the Contractor, the subcontractor or employee of any of these; except the duty does not apply where the injury or damage is due to the sole or active negligence or willful misconduct of the City.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) calendar days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior

to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.16F, "Retentions," of the Standard Construction Specifications.

C. If the City had retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

7-1.06 **INSURANCE COVERAGE.** Section 7-1.06 Insurance in the Standard Specifications shall be deleted in its entirety and replaced with the following:

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the

City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers'

Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance (If Required by Risk Management):** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The

maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and

obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

SECTION 8. PROSECUTION AND PROGRESS

8-1.04 **START OF JOB SITE ACTIVITIES.** The Contractor shall begin work by the date specified in the "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is begun. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance of a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor's own risk and as a volunteer.

SECTION 9. PAYMENT

9-1.11C **PAYMENT INCLUSIONS.** The following is added to Section 9-1.11C Payment Inclusions:

"No additional compensation will be made to the Contractor for claims of increased overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order. No compensation for extended performance will be granted unless the delay exceeds more than half of the float time available at the time of the delay."

9-1.16E(4) **STOP NOTICE WITHHOLDS.** The City may, at its option and at any time, retain out of amounts due the Contractor, sums sufficient to cover claims (including costs and attorneys' fees), filed pursuant to California Civil Code Section 9350 et seq.

9-1.16F **RETENTIONS.** The Department shall retain five percent (5%) of the Contract price as part security for the fulfillment of the Contract by the Contractor.

9-1.16G **PAYMENT OF WITHHELD FUNDS.** Section 9-1.16G, "Payment of Withheld Funds" is added as follows:

"Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to without any retention. If the Contractor so elects, a deposit with the City of securities with a value equivalent to the retention that would otherwise be withheld by the City shall be made. Said security shall be as provided in California Public Contract Code Section 22300, and shall be approved by the City both as to sufficiency and form. In the alternative, the Contractor may elect to deposit such securities in an escrow account and enter into a standard form Escrow

Agreement for Security Deposits in Lieu of Retention. Blank Agreements are available from the Public Works Director and the City Attorney's Office."

9-1.17 **PAYMENT AFTER CONTRACT ACCEPTANCE.** "Final Payment" shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Roseville shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty five (35) calendar days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Placer.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment (including the final payment) or certificate shall be construed to be an Acceptance of any defective work or improper materials. Final payment shall not release the Contractor from one (1) year guarantee of the work as provided in Section 7-1.17, "Acceptance of Contract" and Section 2-1.12 "Guarantee and Warranty" of these Specifications.

SECTION 14. ENVIRONMENTAL STEWARDSHITP

14-8.02 **NOISE CONTROL.** The provisions of Section 14-8.02 of the Standard Specifications are amended by adding the following:

"The Contractor shall additionally conform to the provisions of Roseville Municipal Code Chapter 9.24 where such provisions are more restrictive than these specifications."

14-9.01 **AIR QUALITY GENERAL.** The provisions of Section 14-9.01, "Air Quality General" of the Standard Specifications are amended by adding the following:

"Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from the Placer County Air Pollution Control District and City of Roseville Fire Marshall. A copy of the permits shall be filed with the Director

before beginning any burning. All such burning shall be conducted in strict conformance with the provision stipulated in said permits and at such times and in such manner as to prevent fire from spreading to areas adjoining the right-of-way."

14-11.02A **ASBESTOS REMOVAL AND DISPOSAL.** Section 14-11.02A, "Asbestos Removal and Disposal" is added as follows:

"The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease work and notify the City."

END OF STANDARD SPECIFICATIONS

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of $375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) ”Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) ”Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.
The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.
If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

VII
SPECIAL PROVISIONS

CITY PROJECT # 400022

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

ROADWAY



Brian Wright, Registered Civil Engineer

STRUCTURES



Douglas Fredericks, Registered Civil Engineer

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SPECIAL PROVISIONS

FOR

Dry Creek Greenway East Phase 1 Fence and Landscaping Project

SCOPE OF SPECIAL PROVISIONS

1. The work described in these Special Provisions must be done in conformance with the latest edition of the City of Roseville Standard Construction Specifications, City of Roseville Design and Construction Standards, and Caltrans Standard Specifications and Plans, except insofar as they may be modified by these Special Provisions.

2. Numbering in these Special Provisions conforms to that in the Standard Construction Specifications. The existence of a section in these Special Provisions means that the corresponding section in the Standard Construction Specifications is modified in some respect. Unless otherwise specified, the Standard Construction Specification Provisions are deleted entirely, and the provisions of these Special Provisions are substituted.

3. The construction materials, payment, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications for conformance.

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of *the State Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to *the State Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *State Standard Specifications* for any other reference to a paragraph of the *State Standard Specifications*.

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.07B:

Definitions and Abbreviations – Whenever in the State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

Abbreviation or Term	Intent and Meaning
AGENCY	The Department of Public Works, City of Roseville
CITY	The City of Roseville and its applicable Departments
CITY COUNCIL	City Council of the City of Roseville, a Charter City in the State of California
CALTRANS	State of California, Department of Transportation
CRIHB	California Rural Indian Health Board
DEPARTMENT	The Department of Public Works, City of Roseville
STATE STANDARD SPECIFICATIONS	The State Standard Specifications issued by the State of California, Department of Transportation, dated 2015, and subsequent Revised Standard Specifications
ADMINISTRATOR	The Director of Public Works/City Engineer, as created by law; also the City Engineer

ENGINEER	City Engineer, and agents or assistants duly authorized by the Director of the Public Works to act on his behalf
DEPARTMENT OF TRANSPORTATION	State of California Agency
DEPARTMENT OF INDUSTRIAL RELATIONS	State of California Agency
DIVISION OF LABOR STANDARDS ENFORCEMENT	State of California Agency

Replace the following definitions in section 1-1.07B:

Director: Director of Public Works, City of Roseville

Engineer: City Engineer, and agents or assistants duly authorized by the Director of the Public Works to act on his behalf

Delete Columbus Day in Holidays table in section 1-1.07B:

^^

2 BIDDING

Add to section 2-1.01:

The bidder's attention is directed to the provisions in Section 2, "Bidding" of the State Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The City of Roseville makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included as Appendix	Dry Creek Greenway East Phase 1 Trail Plans – Notes and Grading Sheets
Available for inspection at: City of Roseville	Final Geotechnical Design Report, Dry Creek Greenway East Phase 1, dated April 2021

Add to section 2-1.10:

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List" of the State Standard Specifications, each proposal must have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

^^

3 CONTRACT AWARD AND EXECUTION

Replace paragraph of Section 3-1.06 with:

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

^^

4 SCOPE OF WORK

Replace section 4-1.03 with:

The construction of the Dry Creek Greenway East Phase 1 Fence and Landscaping Project includes the following improvements:

1. Construction of a privacy fence
2. Planting and irrigation.

The work includes improvements including but not limited to clearing and grubbing, implementation of environmental mitigation requirements, excavation, minor grading as needed, fence construction, irrigation and planting, grading and erosion control measures, and all other improvements as shown on contract plans.

Add to section 4-1.06 with:

Attention is directed to Section 4-1.06, "Differing Site Conditions" of the State Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions must promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.17D(2), "Claim Statement" of the State Standard Specifications and as specified herein; otherwise the decision of the Engineer must be deemed to have been accepted by the Contractor as correct. The notice of potential claim must set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim must be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, must be submitted to the Engineer in an expeditious manner.

Full compensation for conforming to these requirements is considered as included in the contract price paid for various items of work and no additional compensation will be allowed therefor.

^^

5 CONTROL OF WORK

Add to section 5-1.01 with:

For the award of the "Project", the City and the Resident Engineer will provide inspection on an eight-hour (8) day and a forty-hour (40) week (Monday through Friday) basis only. The Contractor must reimburse the City at a rate of $**175 per hour** and the Resident Engineer at $225 per hour for all inspection in excess of those hours listed above, including designated holidays and weekends. Requests for authorization to perform work outside the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, must be made in writing at least 48 hours in advance.

Attention is directed to Section 7-1.03," Public Convenience" of the State Standard Specifications concerning project working hours.

Designated holidays are observed: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectively) shall be a designated holiday.

The Contractor must provide a competent person during normal working hours to assist the Engineer, when required, in checking lines and grades of the Contractor's layout and for measuring quantities for payment purposes. The Contractor must cooperate with the Engineer so that checking, and measuring may be accomplished with the least interference to the Contractor's operations. No additional compensation will be made to the Contractor for fulfilling this requirement.

Attention is directed to Section 81-4 (E) and 91-4 (E) of the City of Roseville Construction Standards regarding trenching within the existing roadway.

Replace the 2nd paragraph in section 5-1.02 with:

Any discrepancies or omissions found in the Contract Documents must be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence is given in the following order:

A. Notice to Contractors
B. Special Provisions
C. Project Drawings
D. City of Roseville Standard Construction Specifications (Latest Editions)
E. City of Roseville Design and Construction Standards and Amendments (Latest Editions)
F. City of Roseville Parks Construction Standards (Latest Edition)
G. 2015 Revised Standard Specifications

H. 2015 Caltrans Standard Specifications
I. 2015 State Revised Standard Plans
J. 2015 State Standard Plans
K. Supplemental Project Information

Addenda take precedence over all sections referenced therein. Figure dimensions on Drawings take precedence over scale dimensions. Detailed Drawings take precedence over general Drawings.

Replace section 5-1.05 with:

5-1.05 ORDER OF WORK

Prior to beginning work, the boundaries of the Environmentally Sensitive Areas (ESA) must be clearly delineated in the field. The boundaries must be delineated by the installation of temporary high-visibility fence.

Five working days prior to the start of any work, including grading, a qualified biologist, retained by the City will conduct mandatory Contractor/worker awareness training for construction personnel. The awareness training will be provided to all construction personnel to brief them on the need to avoid impacts on biological resources and the penalties for not complying with biological mitigation requirements. If new construction personnel are added to the project, the Contractor will ensure that the personnel receive the mandatory training from the biologist, or qualified person, before starting work. The training shall include relevant permit conditions and avoidance and minimization measures that protect sensitive species and habitats, as well as the penalties for non-compliance with state and federal laws, regulations, and permit requirements. The training shall include information about the life history and habitat requirements of Central Valley steelhead and Central Valley fall-run Chinook salmon, of the valley elderberry longhorn beetle, requirements to avoid damaging the elderberry plants, and their potential to occur in the project site, as well as the terms and conditions of the Project's Biological Opinions or other authorizing documents.

Prior to mobilization, the Contractor must contact Underground Service Alert (U.S.A.).

Attention is directed to "Water Pollution Control" of the State Standard Specifications

The Contractor must also prepare a traffic control plan that conforms to Section 12, "Construction Area Traffic Control Devices" of the City of Roseville Construction Standards, the California MUTCD and as described within these Special Provisions prior to construction. The traffic control plan must be approved by the City of Roseville Public Works Traffic Section.

Attention is directed to "Progress Schedule" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract.

Contractor is responsible for identifying specific project elements, equipment, and approval processes that may require a long lead time or adversely affect the project schedule and make allowance for incorporating these into the overall project schedule.

The first order of work shall be to place the order for long lead time materials and equipment. The Contractor must place the order within 15 working days after the Notice to Proceed and after approval of the submittal. Should the City have to supply the Contractor with material and/or

equipment to do the work, the Contractor will be charged accordingly per agreed upon cost. The Contractor must furnish the Engineer with a statement from the equipment vendor(s) that the order for said equipment has been received and accepted by said vendor(s). Said statement must include an anticipated date of delivery of said equipment to the Contractor. Said statement must be furnished to the Engineer within 15 calendar days of the Contractor's receipt of the Notice to Proceed. Lighting equipment must be completed by the end of the Contract. The Contractor must pay liquidated damages per the Special Provisions of this document if the installation of lighting cannot be completed within the above time frame.

The Contractor is responsible for determining the means and methods to obtain access to the project site.

Where improvements are immediately adjacent to property owners with landscaped or irrigated areas, Contractor must coordinate with the property owner to confirm the irrigation system to confirm irrigation system is not in conflict with, or has been relocated outside, the project improvements, and is in good working condition. Any damage to the existing irrigation by the Contractor must be repaired by the Contractor at the Contractor’s cost.

The Contractor must field verify the locations of existing irrigation systems prior to construction activities. No disruption of the existing irrigation watering system will be allowed during construction. All adjacent systems must maintain automatic programmed watering schedules throughout the construction. Full compensation for conforming to these requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Contractor is responsible for obtaining a building permit prior to beginning construction of the fence. All work and fees associated with obtaining this permit is considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor

Add to section 5-1.20B with:

In addition to the requirements of Section 5-1.20B of the State Standard Specifications, the Contractor must obtain a business license from the City of Roseville prior to performing work.

The City of Roseville has received the following permits.

Permit	Approval Date
City of Roseville Building Permit (BD25-2466)	**January 15, 2026**

The Contractor must comply with all permit conditions and requirements. The Contractor must apply for an amendment to the Building Permit referenced above to add the Contractor to the Building Permit, before starting work.

No separate measurement or payment must be made for compliance with permit requirements, extensions. The Contractor must include the costs associated with these items in the various bid items to which the Work relates.

Replace the paragraphs in section 5-1.26 with:

The requirements specified in the entire section of the State Standard Specifications are replaced as follows:

The Contractor is responsible to provide all surveys to control the lines, elevations, and dimensions of the work in conformance with the plans. Any deviation from the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer.

The Contractor is responsible for accuracy of his/her own layout work and is responsible and liable for the preservation of all established lines, grades, and layout points. Stakes damaged or destroyed by the public or operations of the Contractor will be replaced by the Contractor at his/her expense. The Contractor must submit all survey records to the Resident Engineer for the project records.

The Contractor is responsible for preparing the as-built drawings.

Full compensation for conforming to these requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Add to section 5-1.32 with:

Attention is directed to the provisions in Section 5-1.32, "Areas for Use" of the Standard Specifications and these special provisions.

The roadway right of way must be used only for purposes that are necessary to perform the required work. The Contractor must not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work. The Contractor must not park any vehicles along residential streets within the project limits.

City owned property, easements and right of way must be used only for purposes that are necessary to perform the required work. The Contractor must not occupy the property, easements, or right of way, or allow others to occupy these, for purposes which are not necessary to perform the required work.

The Contractor must remove equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies. The Contractor must leave the areas in a presentable condition in conformance with the provisions in Section 4-1.13, "Cleanup" of the State Standard Specifications.

The Contractor must secure, at the Contractor's own expense, any other areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits.

Add to the end of section 5-1.32:

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Add to section 5-1.36A with:

Add to section 5-1.36D with:

The City of Roseville is a member of the Underground Service Alert (USA). The Contractor must notify USA 1-800-642-2444 at least 72 hours in advance of beginning work on the project. The

Contractor is cautioned that there may be underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, and storm drainage collection facilities.

Where possible conflicts may exist, the Contractor must verify the grade and location of existing underground utility prior to any work by careful hand digging.

It is recognized by the City and the Contractor that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location of utilities, as shown on the drawings, represents the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

All existing utilities are to remain in service and operational during construction. The Contractor is responsible to coordinate all his/her activities with all utility companies for the installation of the utilities that are shown to be done by the respective utility owners.

Perform all operations necessary to excavate, expose, and verify the location of existing utility mains and laterals that may cross or be in conflict with the proposed facilities and at tie-in locations.

Notify Underground Service Alert (USA) at 1-800-642-2444 and all utility companies which have underground facilities within the limits of work 72 hours before beginning any excavation work.

Where a possible at-grade conflict with existing underground utilities appears on the plans, determine its location a minimum of 100 feet ahead of the work prior to trenching unless prior pothole information is shown. Grade and alignment changes must be made only if approved by the Engineer.

The horizontal and vertical locations shown for the existing underground utilities are approximate. It is the Contractor responsibility to locate all utility lines in the construction area prior to excavation. Any damage to existing utility, structure, or service, whether or not indicated on the plans must be repaired at the Contractor's expense in a manner approved by the Engineer.

Submit a report for each pothole. The report must be typed and clearly drawn to show all necessary details, including:

1. Sketch showing the location, date, depth, conditions encountered, person in charge of potholing, and any other information requested by the Engineer

2. Utility and City Public Work person(s) notified

Do not proceed with excavation operations where underground utilities lie as shown on the plans or marked by USA until related potholing work has been completed to the satisfaction of the Engineer. Notify the Engineer of any potential conflicts with underground utilities.

Hand dig as necessary to protect existing utilities.

Notify the Engineer of conflicts in which there is less than two foot of separation between the existing and proposed utility.

In the event the Contractor discovers utilities not identified on the plans or by the utilities, the Contractor must immediately notify the Engineer and the utility owners by the most expeditious method reasonably available and later confirm in writing.

Full compensation for conforming to the requirements of this section, not otherwise provided for, is considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

^^

6 CONTROL OF MATERIALS

Add to section 6-1.03 of the RSS:

6-1.03B Submittals

6-1.03B(1) General

Not Used

Add to section 6-1:

6-1.06 BUY CLEAN CALIFORNIA ACT

6-1.06A General

The following materials or products are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar	Section 52-1.02B, "Bar Reinforcement"
Structural steel	Section 55-1.02D(1), "General," – Structural Steel table or Section 99, "Building Construction"
Flat glass	Section 99, "Building Construction"
Mineral wool board insulation	Section 99, "Building Construction"

For product category rules and North America program operators for applicable materials or products, go to the METS website.

For projects with bid opening dates after November 30, 2018, through November 30, 2019, the Department collects existing environmental product declarations for materials or products subject to the Buy Clean California Act.

6-1.06B Definitions

environmental product declaration: Independently verified document created and verified in accordance with International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

product category rule: Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

product stage: Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including

operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

program operator: Independent agency that supervises and confirms the full environmental product declaration development process in accordance with ISO 14025.

raw material supply: Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.

transportation processes: Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

6-1.06C Submittals

At least 15 days before submitting environmental product declarations, you must register on the Department's Data Interchange for Materials Engineering. Follow the registration process at:

https://dime.dot.ca.gov/

Submit available environmental product declarations for applicable materials or products as informational submittals to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer.

Add to section 6-2.01A with:

Material testing for this project will be provided by the City as set forth in Section 6 "Control of Materials" of the State Standard Specifications.

The City uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

Samples, certificates of compliance, list of materials and material sources, access to facilities, requests for testing and all other data relating to material testing shall conform to Section 6 "Control of Materials" of the State Standard Specifications. Contractor shall provide the Engineer with three (3) working days' notice of the need for materials testing.

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

Full compensation for conforming to all requirements specified in this section, "Control of Materials," shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed.

^^

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02M(2) of the RSS:

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles
2. Equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep, half-filled with sand, and within easy reach of anyone accessing the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas or oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: “low,” “moderate,” “high,” “very high,” “extreme.” Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for “fire weather watches” and “red flag warnings” covering the project’s locations.

If the fire danger rating is “extreme”, or “very high” or a “fire weather watch” is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.
7. Notify the City of Roseville Fire Department of planned activities as soon as the above fire rating is issued, and construction activities are planned within the project limits.

If the fire danger rating is “extreme” or a “red flag warning” is issued, take the precautions specified for a “very high” fire danger rating or a “fire weather watch” issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non–working days. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

Add to section 7-1.03:

The use of flagmen, barricades and construction signing shall comply with the current edition of the MUTCD and/or State of California Manual of Traffic Controls for "Construction and Maintenance Work Zones" or as required by the Engineer. All construction traffic control devices shall be in place and operational prior to beginning work or different phases throughout the contract.

The Contractor shall submit at the Pre-Construction meeting a plan showing traffic control measures, haul routes and / or detours for vehicles and pedestrians affected by the construction work to the Engineer for review and acceptance. A minimum of 5 working days will be required to review and provide the Contractor with comments on the plan. The Contractor will not be allowed to begin work until a traffic control plan has been accepted by the Engineer. A copy of the traffic control plan/detour plan must be kept at the job site at all times.

Unless otherwise approved by the City or provided for in these specifications, construction activities which are under City contract shall not be permitted at any time other than between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 8:00 a.m. and 8:00 p.m. on Saturday, when approved by the City, including state, federal and designated holidays.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Whenever vehicles or equipment are parked within a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators; placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or a C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed in a location approved by the Engineer.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

The Contractor shall notify local residents 72 hours prior to cutting off their access for periods in excess of 2 hours. Notice must be given in writing two days prior to cutting off access and verbally the evening prior to cutting of access. The Contractor shall cooperate with local residents for access to the maximum extent physically possible.

The Contractor shall notify businesses 72 hours prior to impacting their driveway access. The Contractor shall cooperate with businesses for access to the maximum extent physically possible. If two driveways access a single business, one of those driveways shall remain accessible at all

times. If only one driveway is used for access to a business, half of that driveway shall remain open at all times.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. No equipment will be allowed to be parked within any traffic lane or median after work hours.

The Contractor shall notify the Engineer of his intent to begin work at least 3 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Ten days prior to any City approved road or lane closures, the Contractor shall notify the Engineer (phone 916-746-1300). The Contractor shall notify the Engineer and seventy-two (72) hours in advance of any revisions to the road or lane closure schedules.

Full compensation for complying with the above requirements shall be considered as included in the payment for the various contract items of work involved, and no additional compensation will be allowed.

Replace the 7th paragraphs of section 7-1.04 with:

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12-1.

^^

8 PROSECUTION AND PROGRESS

Add to section 8-1.02 with:

Attention is directed to the provisions in Section 8-1.02, "Schedule" of the Standard Specifications and these special provisions.

In addition to Section 8-1.02, "Schedule," of the State Standard Specifications, the Contractor shall submit a draft progress schedule to the Engineer at the pre-construction meeting, final work progress schedule 10 days prior to work commencement of work, and within 5 working days of the Engineers written request at any other time. The progress schedule shall state the location of work with stationing, the anticipated begin and completion dates and the type of construction operation anticipated for the locations of work with stations. Work that exceeds the stated completion date shall be understood as being out of conformance with the progress schedule and these Special Provisions.

The progress schedule shall clearly show the sequence and interdependence of construction activities and shall list specifically activities for obtaining, delivering, installing and completing of each major piece of equipment, materials and other supplies.

The construction schedule shall:

a) Be a calendar-time scaled network diagram.

b) Include time for the Engineer to review submittals or inspect the work.

c) Identify the activities, which constitute the controlling operation or critical path.

The Contractor's schedule must minimize impacts to local residents, business owners, traffic and pedestrians. Where segments of the project work can be completed to avoid on-going impacts to adjacent property owners or the general public, such work must be scheduled to achieve this goal.

At the discretion of the Engineer, the Contractor shall attend a meeting one day per week for the duration of the project to discuss the project's schedule and construction issues with the City. Meetings will be held at a location to be determined at a later date by the City.

Once each month, or as deemed necessary by the Engineer, the Contractor shall submit a revised progress schedule and participate with the Engineer in a schedule review to update activity progress.

Strict conformance to the progress schedule shall be maintained and revisions to the progress schedule may be allowed only upon written approval by the Engineer.

Scheduling of change orders or extra work orders is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change orders or extra work order and submit it to the Engineer for review and approval. With the concurrence of the Engineer, change or extra work orders of a magnitude less than $500 do not need to be scheduled, unless the order affects the project schedule or outside parties.

If the Engineer finds the Contractor is entitled to an extension of any completion date under the provisions of the contract the Engineer's determination of the total number of days extension will be based upon the current analysis of the schedule and upon data relevant to the extension.

The Contractor acknowledges and agrees that delays to non-critical activities (those with float) will not be the basis for a time extension. Non-critical activities are those activities which, when delayed, do not affect the contract completion date. All float time will jointly belong to the City and Contractor.

Payment for work under this section shall be deemed included in other contract items, and no additional compensation shall be allowed therefor.

Replace paragraphs of section 8-1.04B with:

The Contractor shall begin work within 15 days after receiving the "Notice to Proceed" letter executed by the Director of Public Works or authorized staff and shall thereafter diligently prosecute the work to completion.

Preconstruction Meeting – A preconstruction meeting shall be held between the Contractor and the Engineer for the purpose of discussing the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors and material suppliers.

Add to section 8-1.05 with:

All work, including punch list items, shall be completed within 66 **working days** from the beginning date specified in the **Notice to Proceed letter**. All punch list items shall be completed within the 66 working days prescribed above. A working day is defined as any weekday which is not a designated holiday listed in Section 5-1.01, "General".

Add to section 8-1.06 with:

In addition to the requirements specified in Section 8-1.06, “Suspensions”, of the State Standard Specifications, the following shall apply:

Suspensions of Work Ordered by the Engineer – If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor’s request. If the Engineer agrees that the cost or time or cost and time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by the weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of this determination whether or not an adjustment is warranted. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this contract.

Any contract adjustment warranted due to suspension of work ordered by the Engineer will be made in the same manner as provided for right-of-way delays in Section 8-1.07 “Delays”, of the State Standard Specifications.

Add to section 8-1.10 with:

The Contractor shall pay to the City of Roseville the sum of **$1,900 per day**, for each and every calendar day's delay in finishing the work (including resident engineer and inspection time) in excess of the number of working days prescribed.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

^^

9 PAYMENT

Add to section 9-1.02A with:

Payment for all work bid at a price per unit of measurement shall be based upon actual quantities of work as measured upon completion, unless otherwise noted. The City does not expressly or by implication agree that the actual amount of work or material of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim for anticipated profits, or loss of profit for damages, or for any extra payment whatsoever because of any

difference between the amount of work actually done or material furnished and the estimated amount.

Replace section 9-1.06B and 9-1.06C with:

If the total bid item quantity differs from the quantity shown on the Bid Item List, no adjustment in unit price or lump sum cost will be made.

Replaced the 1st paragraph of section 9-1.16A with:

The Contractor shall submit all requests for progress payments using the forms included in Appendix B:

Form CC 1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to each request for payment. This form will be mandatory on all contract payment requests.

Form CC2: Progress Payment Request (Detail) - This form may be used by the Contractor to provide the detail required to verify the payment quantities. (City will accept the Contractor's form if it provides the required information.)

Form CC3: Quantity Changes Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the project, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract item of work.

Add to section 9-1.17D(1):

The Contractor shall submit Form CC4: Final Release Form. This form must accompany all requests for final payment. (See Appendix B).

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DIVISION II GENERAL CONSTRUCTION

13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

Submit a water quality annual report for each reporting period from July 1st to June 30th.

Add to the end of section 13-3.01A:

This project's risk level is 2.

Replace the paragraphs in section 13-3.01D(2) with:

Discharges of stormwater from the job site must comply with the permit issued by the 5S/Central Valley RWQCB for National Pollutant Discharge Elimination System (NPDES) Permit (Order No. 2003-0005-DWQ), Permit No. CAS000004. The 5S/Central Valley RWQCB permit governs stormwater and

nonstormwater discharges resulting from construction activities at the job site. The 5S/Central Valley RWQCB permit may be viewed at City of Roseville Publics Work Counter.

Payment of Water Pollution Control and Job Site Management shall be considered in the various items of work and no separate payment will be made therefor.

^^

14 ENVIRONMENTAL STEWARDSHIP

Add to the end of section 14-1.02:

An ESA exists on this project.

Before starting job site activities, install temporary high visibility fence to protect the ESA and mark its boundaries.

Install signs 100 feet apart along the length and at the ends of the temporary high visibility fence identifying the area as an ESA. Place the top of each sign flush with the top of the fence.

The signs must:

1. Be weatherproof and fade-proof
2. Be from 8-1/2 to 11 inches high and from 11 to 14 inches wide
3. Have the following message in black letters: "WARNING. THIS FENCE SHALL NOT BE REMOVED OR RELOCATED WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF ROSEVILLE."

The message must be legible from a distance of 20 feet by persons with 20/20 vision or vision corrected to 20/20.

The signs may be made of laminated printed paper attached to an inflexible weatherproof backer board.

Attach the signs to the temporary high visibility fence with tie wire or locking plastic fasteners.

Maintain the signs until Contract acceptance.

ESA signs must:

1. Be weatherproof and fade-proof
2. Be from 8-1/2 to 11 inches high and from 11 to 14 inches wide
3. Have a message that is legible from a distance of 20 feet by persons with 20/20 vision or vision corrected to 20/20
4. Be attached to the ESA barrier with tie wire or locking plastic fasteners

The signs may be made of laminated printed paper attached to an inflexible weatherproof backer board.

Access to an ESA other than that described is prohibited.

Add to section 14-1.02

Temporary High Visibility Fence shall be measured per linear foot. Payment for Temporary High Visibility Fence shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved installing temporary high visibility fence, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species

Federally listed threatened Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) and its obligate host, elderberry shrubs (*Sambucus nigra* ssp. *caerulea*).
Federally threatened Central Valley steelhead (*Oncorhynchus mykiss*) and associated Critical Habitat, and Central Valley fall-run Chinook salmon (*Oncorhynchus tshawytscha*) and associated Essential Fish Habitat (EFH).

This project includes the sensitive habitats shown in the following table:

Sensitive Habitats

Jurisdictional wetlands
Jurisdictional Waters of the U.S.
Riparian
Oak Woodland

Add to section 14-6.03A:

Contractor's attention is directed to the requirements in the approved Dry Creek Greenway East environmental document and permits for this project. All mitigation measures presented in the approved permits and environmental document must be implemented.

Contractor's attention is directed to the Dry Creek Greenway East Phase 1 plan sheets provided in Appendix A. All tree preservation measures presented on the Dry Creek Greenway East Phase 1 Trail project notes sheets and grading sheets provided in Appendix A must be implemented.

Pursuant to Section 21081.6 of the CEQA Guidelines, a Mitigation Monitoring Plan (MMP) has been established for this project. The purpose of this program is to assure diligent and good faith compliance with the Mitigation Measures which have been recommended in the environmental document, and adopted as part of the project or made conditions of project approval, in order to avoid or mitigate potentially significant effects on the environment. The Contractor shall be responsible to read and adhere to the conditions of the mitigations approved in the Environmental Document.

The following mitigation measures must be implemented:

- Mitigation Measure 4.3-3a: Avoidance and Minimization Measures:

  The following measures shall be implemented to avoid or minimize effects to VELB and/or its habitat during construction of the proposed project.

  a. A worker awareness training program for construction personnel shall be conducted by a qualified biologist prior to beginning construction activities. The program shall inform all construction personnel about the life history and status of the beetle, requirements to avoid damaging the elderberry plants, and the possible penalties for not complying with these requirements. Written documentation of the training shall be submitted to the USFWS within 30 days of its completion.

  b. If elderberry shrubs can be retained within the project footprint, the City shall avoid indirect impacts by implementing the following measures, to the extent feasible, or equivalent measures agreed to in consultation with USFWS. Minimization measures include:

     1. Avoidance Area. An avoidance area shall be established at least 20 feet from the drip-line of an elderberry shrub for any activities that may damage or kill the elderberry shrub (e.g., trenching, paving, etc.).

     2. Fencing. All areas to be avoided during construction activities shall be fenced and/or flagged as close to construction limits as feasible.

3. Signage. Signage shall be posted every 50 feet along the buffer area with the following information, “This area is habitat of the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment.” The signs shall be clearly readable from a distance of 20 feet and must be maintained for the duration of construction.

4. Timing. To the extent feasible, all activities that could occur within 165 feet of an elderberry shrub, shall be conducted outside of the VELB flight season (March - July).

5. Erosion Control and Revegetation. Erosion control measures will be implemented to restore areas disturbed within 165 feet of elderberry shrubs and the affected area will be re-vegetated with appropriate native plants.

6. Chemical Usage. Herbicides will not be used within the drip-line of the shrub. Insecticides will not be used within 100 feet of an elderberry shrub. All chemicals will be applied using a backpack sprayer or similar direct application method.

7. Mowing. Mechanical weed removal within the drip-line of the shrub shall be limited to the season when adults are not active (August - February) and shall avoid damaging the elderberry.

8. Pre-construction and post-construction surveys. Pre-construction surveys shall document compliance with mitigation measures. The post-construction survey shall confirm that there was no additional damage to any of the elderberry shrubs than as described in this document.

9. Construction monitoring. A qualified biologist shall monitor the work area at project-appropriate intervals to assure that all avoidance and minimization measures are implemented. The amount and duration of monitoring will depend on the project specifics and shall be discussed with a USFWS biologist.

10. Elderberry Shrub Protection and Management Plan. The City will develop as part of the Section 7 consultation process with USFWS for the Dry Creek Greenway Multi-Use Trail project an elderberry shrub protection and management plan that will include how the buffer areas are to be protected, restored, and maintained after construction is completed and the City will ensure that ground disturbing activities on the project site do not alter the hydrology for shrubs to be protected or otherwise affect the likelihood of vigor or survival of elderberry shrubs. The Elderberry Shrub Protection and Management Plan shall be consistent with the City’s Open Space Preserve Overarching Management Plan.

- Mitigation Measure 4.3-4: Nesting Raptors: If any construction activities are scheduled to occur during the nesting season (February 15 through August 31), a pre-construction nesting bird survey must be conducted by a qualified biologist two weeks prior to construction to determine the presence/absence of nesting birds within the project area. Impacts to nesting raptors shall be avoided by establishing appropriate buffers around active nest sites identified during preconstruction raptor surveys. No project activity shall commence within the buffer areas until a qualified biologist has determined the young have fledged, the nest is no longer active, or reducing the buffer, in coordination with CDFW, would not likely result in nest abandonment. Monitoring of the nest by a qualified biologist during construction activities shall be required if the activity has potential to adversely affect the nest. Trees shall not be removed during the breeding season for nesting raptors unless a survey by a qualified biologist verifies that there are not active nests within the trees or within 500 feet of the trees proposed to be removed. A qualified biologist must be present on site during initial ground disturbance.

- Mitigation Measure 4.3-8: Avoid impacts or mitigate for impacts to Valley Oak Woodland, and other Sensitive Vegetation Alliances and Associations: To the maximum extent feasible, oak and riparian trees shall be avoided where possible and protection measures shall be implemented by

the Contractor to protect oak woodlands, riparian areas and associated native trees from project-related impacts.

Full compensation for completing all work associated with all environmental and permitting requirements, including all mitigation measures is considered as included in the various bid items and no additional compensation will be allowed therefor.

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DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Add to section 17-2.01:

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines. Removal of existing tree stumps and trees less than 6" diameter, as shown on plans, is included in clearing and grubbing. During the Pre-construction meeting and prior to site mobilization, the Contractor shall coordinate tree removal of trees designated for removal with City of Roseville – Park Maintenance Division staff. Tree stumps, logs and downed trees, within the limits of demolition, shall be removed as part of the Contractor's clearing and grubbing of the site.

Do not injure standing trees, plants, and improvements shown to be protected or not marked for removal.

Replace section 17-2.04 Payment:

Full compensation for all work associated with Clearing and Grubbing, including all tree trimming, is considered as included in the lump sum price paid for Clearing and Grubbing and no additional compensation will be allowed therefor.

Trees smaller than 6" diameter are considered as general clearing and grubbing and will not be paid for separately. Logs, stumps and downed trees are considered as general clearing and grubbing.

^^

20 LANDSCAPE

20-1 LANDSCAPE AND IRRIGATION IMPROVEMENTS

GENERAL

The work consists of:

1. Planting of new trees and shrubs shall be as shown on the project plans

Contractor is directed to Section 15 "Existing facilities" section of the State Standard Specifications for rerouting existing irrigation lines, sprinkler heads, and landscaping and repair any that would be damaged with the installation of the fence.

Any necessary planting shall conform to the provisions in Section 20, "Landscape," of the State Standard Specifications. Work consists of planting trees and plants as shown on plans.

See DIVISION XI MATERIALS for additional specifications related to planting and irrigation materials.

Plant materials shall meet or exceed the American Nurserymen Association standards, as specified in the current edition of American Standard for Nursery Stock published by the American Association of Nurserymen, Inc. Provide plant materials in accordance with applicable California Agricultural Codes.

Trees and plants shall be guaranteed to be in good, healthy, and flourishing condition of active growth at the end of two growing years from the date of final acceptance by the Engineer of the planting work.

Plants shall be vigorous and of normal habit of growth and shall be free of girdling roots, disease, insects, insect eggs and larvae. Trees shall have straight trunks with the leader intact, unless otherwise specified. All abrasions and cuts shall be completely callused over. Plants shall be of standard size for container and species, unless specified otherwise in the plans. Any undersized material shall be rejected. The heights of plants and of branching shall be measured where the branches are in normal positions. Plants shall not be pruned prior to delivery, except upon special approval.

Irrigation shall conform to the provisions in Section 20-10, “Existing Landscape,” of the State Standard Specifications, as amended by the latest version of the Revised Standard Specifications.

Prior to beginning any work adjacent to an existing irrigation system, the Contractor will coordinate with the Engineer and the property owner to test the irrigation system in the presence of the Engineer and the owner, in order to determine the limits and condition of the system. Note any existing deficiencies and outline proposed modifications necessary to permit construction of the proposed project improvements. Provide this information to the Engineer and the property owner prior to making any modifications to the system.

During construction, protect the irrigation systems to remain in place. Cap, relocate, and modify irrigation system as necessary to provide a working system that completely irrigates the existing landscaping similar to pre-project conditions. Schedule and test the system in the presence of the Engineer and the property owner.

It is the intention of this section of the Specifications, together with the plans, to accomplish the work of installing an irrigation and water supply system, which will operate efficiently and provide full coverage. The plans indicate the general arrangement of piping and equipment, but do not necessarily indicate all offsets, fittings, and accessories that may be required. The Contractor shall furnish any incidental materials and labor not specifically called for but required to complete the work intended.

MEASUREMENT AND PAYMENT

Tree and shrub planting shall be measured on a per unit (EA) basis.

Irrigation elements shall be measured and paid for per unit shown on the bid item list and shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the irrigation equipment for the new landscaping as shown on the plans, testing and repairing the irrigation system complete in place, as shown on the Plans, as specified in the State Standard Construction Specifications, these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

20-2 THREE-MONTH MAINTENANCE FOR LANDSCAPE ESTABLISHMENT

General

Work in this section includes the growing and maintenance operations necessary to establish the planting as installed per the project plans

Note that final acceptance and completion of the project will not occur until the end of the 3-month landscape maintenance period

Submittals

Soil Testing: Contractor shall collect 4 one-quart samples in the proposed planting areas and submit to Soil and Plant Laboratory of Santa Clara, (408) 727 0330, or other approved laboratory, for maintenance period fertilizer recommendations. Test results shall be made available to the City's Representative. Sample shall be a representative composite taken from several planting areas. Cost of soil test shall be paid for by the Contractor.

Materials

Fertilizer: Used during the course of the maintenance period shall be determined by soils test required under Part 1 of this Section. For bidding purposes only, assume the use of blood and bone meal, fishmeal, kelp or compost tea. Available from Lyngso Garden Materials, www.lyngsogarden.com.

Water: During the course of construction period water shall be paid for by the Contractor.

Herbicide: Herbicide shall NOT be used. use Integrated Pest Management for weed control as well as measures described on following page.

Execution

Time Limits: The maintenance period shall commence from the date of substantial completion as defined below, and extend for a 2-year period thereafter, or until the acceptance of Final Completion, whichever is longer.

Fertilizer Application: Fertilizer(s) shall be applied per Soil and Plant Laboratory recommendations. For bidding purposes, assume initial application to be four weeks after planting and subsequent applications to be at 45-day intervals.

Herbicide Application: Herbicide shall NOT be used. All planting areas shall be kept weed free by non-herbicide methods during this time period.

Weed Management:

- Identify key weeds: Contractor will identify key weeds present and design weed manage program to target those species.

- Invasive plants: Invasive plant species may have been included in the plantings inadvertently. Seedlings and/or suckers from those plants shall be removed by the Contractor. Refer to www.bayfriendly.org or www.cal-ipc.org for a list of invasive species. Remove all invasive plants not planted intentionally as noted in the Section below

- Controls: Cultural/Mechanical/physical methods will be used as the first choice in weed management.

    1) Monitor planting areas frequently to identify and eradicate weeds early in the growth stage prior to their setting seed.

    2) Cut or pull weeds using hand operated equipment where possible.

    3) Mulches shall be maintained at all times over soil surface that is not covered by vegetation.

Basic Requirements: All planting areas shall be kept weed-free during the maintenance period. Contractor shall mow the hydroseeded areas 2-3 times per growing season (mid-February – June 1st). All pest and disease control shall be the Contractor's responsibility. Settlement of soil and plants and soil erosion shall be repaired and areas replanted as required. No chemicals or herbicides nor gas-driven blower backpacks shall be used in the City of Roseville per the City's environmental policies.

Final Review: Contractor shall request a final review of the project at least five days in advance of the proposed date. Failure to request this notice shall automatically extend the date of completion. The maintenance period will continue until project is deemed complete.

Measurement and Payment
Full compensation of implementing a three month maintenance for landscape establishment shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

80 FENCES

Replace section 80 with:

80-1 General

80-1.01 General

Construct the fencing as shown on the plans, per the State Standard Specifications, and these Special Provisions.

80-1.02 Post Holes

Measure post spacing parallel to the ground slope. Place each post in a vertical plumb position.

Drill post hole shafts plumb and dispose all removed material offsite. Dewater the holes and ensure they are clean before placing concrete.

Concrete for post holes shall follow the requirements for Minor Concrete.

80-1.03 Steel

Steel types required for the steel fence members are shown on the plans. Steel used in fencing is considered Miscellaneous Metal, and the following requirements of Section 75 of the State Standard Specifications apply: 75-1.01, 75-1.02A, 75-1.04, and 75-3.02C.

Submit copies of steel mill orders when orders are placed. Submit certified mill test reports before fabrication.

Store steel above-ground on supports. Keep material clean and dry.

80-1.04 Shop Drawings

Submit steel shop drawings for the fencing showing welding sequences and procedures, layout of the structure, details for connections not shown or dimensioned on the plans, material specifications and grade, proposed deviations from plans or specifications. Shop drawings only need cover a typical set of bays showing the walk gate, the hinged frame, a double post bay, and a typical bay.

80-1.05 Coating

Coat the steel as shown on the plans.

80-1.06 Redwood Slats

Redwood shall be of the type and grade shown on the plans. Wood

80-1.06 Redwood Preservative

Redwood shall be of the type and grade shown on the plans.

Deliver, store, and handle lumber per Section 57-1.02A of the State Standard Specifications.

Provide submittals per Section 57-2.01A(3) of the State Standard Specifications.

Redwood must be inspected and grade marked under the rules and specifications of the *Standard Specifications for Grades of California Redwood Lumber* published by Redwood Inspection Service.

The provisions of Sections 57-2.01B(3) and 57-2.01C apply.

80-2 Payment

The contract price paid per each fence post foundation shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in drilling, cleaning, and dewatering holes, disposing removed material, placing concrete, and placing rebar hoops, complete in place, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed.

The contract price paid per each tubular steel fence post shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in providing steel of the type specified, coating, placing in concrete shafts, post-installed anchors, and baseplate, complete in place, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer and no separate payment will be allowed.

The contract price paid per linear foot for tubular steel fence rails shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in providing steel of the type specified, coating, and welding, complete in place, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer and no separate payment will be allowed.

The contract lump sum price paid for all hinged frames shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in providing steel of the type specified, coating, hinges, welding, and any incidental grading or removal of vegetation necessary for the gates to swing freely, complete in place, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer and no separate payment will be allowed.

The contract square foot price paid for Redwood shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in grading, marking, delivering to site and storing appropriately, staining and sealing, and connecting to steel frames, complete in place, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer and no separate payment will be allowed.

SECTION 32 8423 – PLANTING IRRIGATION

PART 1 - GENERAL

SUMMARY

Includes But Not Limited To:

1. Furnish and install planting irrigation system as described in Contract Documents complete with accessories necessary for proper function.

Related Sections:

2. Section 32 9113 Soil Preparation
3. Section 32-9120 Topsoil Placement and Grading
4. Section 32 9300 Plants

ADMINISTRATIVE REQUIREMENTS

Coordination:

5. Pre-Installation Conference: Schedule pre-installation conference before irrigation system installation begins.
6. Substantial Completion Walkthrough: With Project Manager or Owner's representative, plan and provide walk through after completion of irrigation system.
7. Irrigation Final Acceptance: With Project Manager or Owner's representative, plan and provide final walk through after completion of all work listed on Substantial Completion walk through list provided by Project Manager.

Pre-Installation Conference:

8. Participate in mandatory pre-installation conference:
   a. Irrigation Subcontractor's Representative and Foreman responsible for installation of irrigation system required to be in attendance.
9. Schedule pre-installation conference before irrigation system installation begins.
10. Review the following during the Pre-Installation Conference:
    a. Within project site, provide one (1) installed example of each type of irrigation detail for review and approval by Project Manager and Owner prior to beginning site work.
    b. Review required tests and inspections.
    c. Review Controller requirements.

Sequencing:

11. Install sleeves before installation of cast-in-place concrete site elements and paving, if sleeving is a part of landscape contract.

SUBMITTALS

Product Data:

12. Manufacturers cut sheets for each element of the system.

Informational Submittals:

13. Test And Evaluation Reports:
    a. Results of main line service pressure test before beginning work on system should be submitted as a report following testing and before burial of mainline.

Manufacturer Instructions:

14. Manufacturer's printed literature on operation and maintenance of operating elements of system.

15. Instruction Manual:
    a. Includes complete directions and instructions for system operation and maintenance, including winterizing, controller program worksheet and annual service and scheduling calendar based on local site specific conditions.
16. Complete instructions on how to drain entire backflow preventer to prevent freezing.

Qualification Submittals:

17. Irrigation Subcontractor:
    a. Minimum five (5) years experience in irrigation sprinkler installations.
    b. Minimum five (5) satisfactorily completed irrigation sprinkler installations in past three (3) years of projects similar in size, scope, and complexity required for this project before bidding.
    c. Produce evidence that it employs quality employees with specified experience and in a quantity sufficient to perform work of this Section within time limits established by Contractor.
    d. Agree to complete reporting documents, including:
        1) Provide Controller Instructional Training.
        2) Assist Project Manager in completing the Watering Schedule.
18. Irrigation Installer:
    a. Irrigation sprinklers shall be performed under direction of foreman or supervisor with minimum three (3) years experience in irrigation sprinkler installations similar in size, scope, and complexity.
    b. Foreman or supervisor required to attend pre-installation conference.
    c. Use trained personnel familiar with required irrigation sprinkler procedures and with interpreting Contract Documents/Plans.

Closeout Submittals:

19. Record Drawings:
    a. As installation occurs, prepare accurate record drawing to be submitted before final inspection, including:
        1) Detail and dimension changes made during construction.
        2) Significant details and dimensions not shown in original Contract Documents.
        3) Field dimensioned locations of valve boxes, manual drains, quick-coupler valves, control wire runs not in mainline ditch, and both ends of sleeves.
        4) Ohms reading report for grounding at controller and each grounding device in system.
        5) Take dimensions from permanent constructed surfaces or edges located at or above finish grade.
        6) Take and record dimensions at time of installation.
    b. Print full size copy of record drawing, color key circuits, and laminate both sides with 5 mil thick or heavier plastic. Provide 2 additional, non-mounted, 11 X 17 size copies: 1-nonlaminated and 1-laminated.
20. Operations And Maintenance Manual Data:
    a. Include in the Maintenance Manual the following information:
        1) Instruction manual that contains complete directions for system operation and maintenance, including winterizing, controller program worksheet and annual service and scheduling calendar based on local site specific conditions.
        2) Complete instructions on how to drain entire backflow preventer to prevent freezing.
        3) Manufacturer's cut sheets for each element of system.
        4) Parts lists for operating elements of system.
        5) Manufacturer's printed literature on operation and maintenance of operating elements of system.
21. Warranty Documentation:
    a. Manufacturer’s warranty information for each operating elements of system.
22. Photographs: Provide photographs prior to burial of key elements including but not limited to:
    a. Valves.

b. Drains.
c. Master Valves.
d. Flow Sensors.
e. Hydrometers.

23. Final payment for system will not be authorized until Closeout Submittals are received and accepted by Project Manager or Owners representative.

Maintenance Material Submittals:

24. Extra Components to Owner:
    a. Contractor to provide the following materials prior to the final inspection:
        1) 5 of each size of Spray Heads as specified on plans.
        2) 5 Spray nozzles of each type, size and radius as specified on plans (5 – 8Q, 5-8H, 5 – 10Q, etc.).
        3) 5 Rotator Heads as specified on plans
        4) 5 Rotator nozzles of each size and radius as specified on plans.
        5) 1 Control Valve of each type and size specified on plans.
        6) 1 Drip Zone Kit of each type as specified on plans.
        7) 1 bag for each size of emitters specified on plans.
25. Tools:
    a. Furnish following items before Final Closeout Review:
        1) One heavy-duty key for stop and waste or main shut-off valve.
        2) Square nut key for isolation valves.
        3) One quick coupler key with brass hose swivel.
        4) Keys to the controller closets.

QUALITY ASSURANCE

Regulatory Requirements:

26. Work and materials shall be in accordance with latest rules and regulations, and other applicable state or local laws.
27. Nothing in Contract Documents is to be construed as permitting work not conforming to these codes.

DELIVERY, STORAGE, AND HANDLING

During delivery, installation, and storage, protect materials from damage and prolonged exposure to sunlight.

WARRANTY

All work and materials shall be guaranteed for compliance with the contract requirements for one (1) year from date of completion of the establishment period. If unsatisfactory conditions or damage develop during the stipulated warranty period, contractor shall immediately place it in satisfactory condition. Guarantee shall also include the following:

28. Repairing or replacing defective materials or workmanship. If unsatisfactory conditions of damage develop during the warranty period that is not caused by owner's abuse or neglect, obvious vandalism, theft, or casualty to the property, it shall be deemed to be the result of faulty materials or workmanship. The contractor shall provide at no additional cost to the owner, all labor and material necessary to replace materials or to place the defective installation in a correct operating and satisfactory condition.
29. Filling and repairing depressions and replacing plantings due to settlement of irrigation system trenches.
30. Adjusting system to supply proper coverage of areas to receive water.
31. Ensuring system can be adequately drained.

32. At the end of the first season, shut off and winterize irrigation system.
33. At the beginning of the next season, re-commission system. Make adjustments and repairs as necessary to make system fully operational.

MAINTENANCE SERVICE

Initial Maintenance Service for landscape irrigation system: Provide maintenance by skilled employees of irrigation Installer. Begin maintenance immediately after final walk through the 90 day maintenance period.

34. Maintenance Period: 3 months from date of a successful final walk through as defined herein.

Continuing Maintenance Service: From Installer to Owner, in the form of a standard yearly (or other period) maintenance agreement, starting on date initial maintenance service is concluded. The services, obligations, conditions, and terms for agreement period are as follows:

35. Water Application & Scheduling:
    a. It is the responsibility of the contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the contractor.
    b. Irrigation shall be made by the use of the permanent irrigation systems. It is the contractor's responsibility to make sure that the irrigation system is maintained and operates properly.
    c. The irrigation contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the owner's authorized representative and irrigation manager (3rd party contract selected from Owner) in writing. If the contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component.
    d. The irrigation system controller will be monitored by the irrigation manager and/or owner. Irrigation contractor to coordinate the following:
        1) Adjust watering times as to not overwater plantings. Use multiple-start times and short run times to prevent run-off.
        2) Drip systems should be left on for sufficient time to allow for saturation of the root zone.
        3) Do not allow run-off from any irrigation.
    e. When breakdowns or malfunctions exist, the contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and will be billed as additional work (see items that qualify for additional work payments as outlined below), the labor costs for hand watering may also be submitted for payment as noted in the General Requirements section of these specifications. Do not wait for approval to begin hand watering if it is required to save the plantings.

36. Irrigation System Scheduled Maintenance:
    a. Each valve zone shall be observed for signs of damage on a bi-monthly basis during the irrigation season.
    b. The landscape maintenance contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
    c. Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year, more often as required. Open ends of drip lines and run

for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.

d. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

37. Irrigation System Repair:

a. The landscape maintenance contractor shall replace or repair, at the landscape maintenance contractor's expense, any irrigation components damaged, unless due to excluded damage. Repair shall be made within two weeks of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The contractor shall make notification of needed repairs within two weeks of the day the damage occurred as noted in the General Requirements section of these specifications. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. These minor repair items shall be corrected by contractor at contractor's expense.

b. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's authorized representative.

c. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.

d. The contractor shall check the entire irrigation system bi-monthly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.

e. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same flow and arc as part of the regular maintenance of the sprinkler system.

PART 2 - PRODUCTS

SYSTEM

Manufacturers:

1. Manufacturer Contact List (for reference only):
   a. Amiad www.amiadusa.com
   b. Apollo Valves by Conbraco Industries, Matthews, NC www.apollovalves.com
   c. Carson Industries LLC, Glendora, CA www.carsonind.com

d. Hunter Industries, San Marcos, CA www.hunterindustries.com
e. HydroPoint Data Systems, Inc., Petluma, CA www.hydrpoint.com
f. IPS Corporation, Compton, CA www.ipscorp.com
g. Netafim, Inc. www.netafimusa.com
h. Rain Bird Sprinkler Manufacturing Corp, Glendora, CA www.rainbird.com
i. T. Christy Enterprises, Inc. (Christy's), Anaheim, CA www.tchristy.com

Materials:

2. Pea Gravel:
   a. For use around drains, valves, and quick couplers.
   b. *1/2 inch* maximum dimension, washed rock.
3. Sand:
   a. For use of backfill around PVC pipe.
   b. Fine granular material naturally produced by rock disintegration and free from organic material, mica, loam, clay, and other deleterious substances.
4. Native Material: Soil native to project site free of wood and other deleterious materials and rocks over *1-1/2 inches.*
5. Topsoil: Approved material without rocks, roots, sticks, clods, debris, and other foreign matter over *1-1/2 inches* longest dimension.
6. Pipe, Pipe Fittings, And Connections:
   a. Pipe shall be continuously and permanently marked with Manufacturer's name, size, schedule, type, and working pressure.
   b. Pipe sizes shown on Drawings are minimum. Larger sizes may be substituted if at no additional cost to Owner.
   c. Pipe:
      1) Pressure Lines: Refer to irrigation schedule.
      2) Lateral Lines: Refer to irrigation schedule.
      3) Quick Coupler Piping: Refer to irrigation details.
   d. Fittings: Lateral Line - Same material as pipe, except where detailed otherwise. Mainline – All fittings to be sch. 80, except where detailed otherwise. All fittings 3" and larger to be Ductile Iron with self restraining fittings.
7. Sprinkler Risers:
   a. All stationary spray heads shall have pre-manufactured swing assemblies or equal approved as approved by Architect before installation – Refer to irrigation details.
   b. All 3/4" inlet rotor pop-up sprinklers shall have an adjustable pre-assembled swing assembly riser – Refer to irrigation details.
   c. All 1" inlet rotor pop-up sprinklers shall have an adjustable pre-assembled double swing joint riser – Refer to irrigation details.
   d. Pop-up rotor sprinkler heads shall have adjustable riser assembly, three ell swing joint assembly, unless detailed otherwise on Drawings – Refer to irrigation details.
   e. Pop-up sprinkler heads, shrub spray heads, bubbler heads, and stationary spray sprinkler heads shall have risers – Refer to irrigation details.
8. Automatic Irrigation Control Wiring:
   a. Control wire shall be Rain Bird 14-2 Maxi Cable. Run Maxi Cable in separate 1" gray electrical conduit. Change jacket color at all legs and label each section – note on as-built drawings. Use Blazing Maxi-cable jacket wire stripper - 8" jacket removed. Do not cut with knife. Use Paige Electric Decoder Cable Fuse Device at each leg junction. Install all wire junctions in 10" round valve box. Wire between decoder and valve shall be UF-UL listed, color coded PE insulated copper conductor direct burial size 14 and shall be located in separate 1" gray electrical conduit.
   b. Install all wire junctions in 10" round valve box.
   c. Paige Electric Cadweld Connection.
   d. Waterproof Wire Connectors:
      1) Control wire connections shall consist of a properly-sized wire nut inserted in a waterproof grease cap.
      2) Type Two Acceptable Products:
         1) DBR/Y-6 by 3M. White stress marks on bubbles must be visble for proper strain relief.
         2) Equal as approved by Architect before installation.

9. Automatic controllers – Existing on site. Consult with property manager for controller specifications.
10. Valves:
    a. Manual Drain Valves – Refer to Irrigation Schedule and Details.
    b. Automatic Valves – Refer to Irrigation Schedule.
    c. Hydrometer – Refer to Irrigation Schedule.
    d. Isolation Valves – Refer to Irrigation Schedule
    e. Quick Coupling Valves and Keys – Refer to Irrigation Schedule.
11. Valve Accessories:
    a. Valve manifolds – Refer to irrigation details.
    b. Valve Boxes And Extensions:
        1) Colors:
            1) Green: Lawn areas.
            2) Brown: Bare soil and rock areas.
        2) Type Two Acceptable Products:
            1) Carson Industries: Refer to irrigation details.
    c. Valve ID tags:
        1) Type Two Acceptable Products:
            1) Christy ID Tags.
            2) Equal as approved by Architect before use.
    d. Valve Box Supports: Standard size fired clay paving bricks without holes.
12. Drip System:
    a. Drip Valve Assembly
        1) Refer to Irrigation Schedule.
    b. Distribution Tubing:
        1) Refer to Irrigation Schedule and Details.
    c. Drip Emitters
        1) Refer to Irrigation Schedule and Details.
    d. Valve Boxes:
        1) Colors:
            1) Green: Lawn areas.
            2) Brown: Bare soil and rock areas.
        2) Type Two Acceptable Products:
            1) Carson Industries - Refer to Details.
            2) Equal as approved by Architect before use. See Section 01 6200.
13. Solvent Cement:
    a. Primer:
        1) Meet ASTM F656 standard and applicable sections of latest edition of 'Uniform Plumbing Code'.
        2) Meet NSF/ANSI standard for use on potable water applications.
        3) Low VOC emissions and compliant with LEED.
        4) Product: Weld-On P-70 primer by IPS or approved equal.
    b. PVC Solvent Cement:
        1) Heavy bodied, medium setting, high strength:
            1) Meet ASTM D2564 standard and applicable sections of latest edition of 'Uniform Plumbing Code'.
            2) Meet NSF/ANSI standard for use on potable water applications.
            3) Meet CSA standards for use in pressure and non-pressure potable water applications.
            4) Low VOC emissions and compliant with LEED.
            5) Product: Weld-On 711 Low VOC PVC Cement by IPS or approved equal.
14. Other Components:
    a. Recommended by Manufacturer and subject to Architect's review and acceptance before installation.
    b. Provide components necessary to complete system and make operational.

PART 3 - EXECUTION

EXAMINATION

Site Verification of Conditions: Perform pressure test at stub-out on main water line provided for irrigation system, or at near-by fire hydrant. Notify Architect if pressures over *100 psi* or under *75 psi* are found to determine if some re-design of system is necessary before beginning work on system.

PREPARATION

Protection:

1. Repair or replace work damaged during course of the Work at no additional cost to Owner. If damaged work is new, installer of original work shall perform repair or replacement.
2. Do not cut existing tree roots measuring over *2 inches* in diameter in order to install irrigation lines.

Layout of Irrigation Heads:

3. Location of heads and piping shown on Drawings is approximate. Actual placement may vary slightly as is required to achieve full, even coverage without spraying onto buildings, sidewalks, patios, fences, etc.
4. During layout, consult with Irrigation Designer to verify proper placement and make recommendations, where revisions are advisable.
5. Minor adjustments in system layout will be permitted to avoid existing fixed obstructions.
6. Make certain changes from Contract Documents are shown on record drawings.

INSTALLATION

Trenching and Backfilling:

7. Pulling of pipe is not permitted.
8. Excavate trenches to specified depth. Remove rocks larger than *1-1/2 inch* in any direction from bottom of trench. Separate out rocks larger than *1-1/2 inch* in any direction uncovered in trenching operation from excavated material and remove from areas to receive landscaping.
9. Cover pipe both top and sides with *2 inches* of sand as specified under PART 2 PRODUCTS. Remainder of backfill shall be topsoil as specified in Section 32 9120.
10. Do not cover pressure main, irrigation pipe, or fittings until Irrigation Designer has inspected and approved system.
11. Contractor to ensure that all pipe is properly bedded and all trenches are properly compacted. Contractor will be responsible for completely repairing settled trenches.

Sleeving and Conduits:

12. Sleeve all control wire in 1” Gray Electrical Conduit. Install in mainline trench beneath irrigation mainline with a minimum 4 inch separation. Extend conduit between and into all valve boxes. Provide 2” of foam backer rod in electrical conduit sealed with 2” of waterproof foam sealant obtained from pond equipment supplier in last 2” of conduit.
13. Sleeve water lines under walks and paving. Continue 1” gray electrical conduit with control wires under walks and paving. Extend sleeves and conduit *6 inches* minimum beyond walk or pavement edge. Cover sleeve ends until pipes and wires are installed to keep sleeve clean and free of dirt and debris.
14. Use one water pipe maximum per sleeve. Sleeve control wiring in separate sleeve.
15. Position sleeves with respect to buildings and other obstructions so pipe can be easily removed.
16. Glue all sleeve and conduit joints to keep water out.

Grades And Draining:

17. Grade piping so system can be completely drained or blown out with compressed air.
    a. Slope pipe to a minimum number of low points.
        1) At these low points, install:
            1) *3/4 inch* brass ball valve for manual drain. Do not use automatic drain valves.
            2) Install *2 inch* Class 200 PVC pipe over top of drain and cut at finish grade. Refer to details.
            3) Provide yellow hard plastic valve cap marker.
            4) Provide *three cu ft* pea gravel sump at outlet of each drain.
            5) Sumps to be installed no closer than 3 feet from any paved surface.
    b. Slope pipes under parking areas or driveways to drain outside these areas.
    c. Provide and install quick-coupling valve or valves in location for easy blowout of entire system.

Installation of Pipe:

18. Install pipe in manner to provide for expansion and contraction as recommended by Manufacturer.
19. Unless otherwise indicated on Drawings, install main lines and lateral lines connecting pop-up rotor and impact sprinklers with minimum cover of *18 inches* based on finished grade. Install remaining lateral lines, including those connecting drip tubing, with minimum of *12 inches* of cover based on finish grade.
20. Install pipe and wires under driveways or parking areas in specified sleeves *18 inches* below finish grade or as shown on Drawings. Install manual drain valves at low point in sleeve.
21. Locate no sprinkler head closer than *12 inches* from building foundation. Heads immediately adjacent to mow strips, walks, or curbs shall be *one inch* below top of mow strip, walk, or curb and have one to *3 inches* clearance between head and mow strip, walk, or curb.
22. Cut plastic pipe square. Remove burrs at cut ends before installation so unobstructed flow will result.
23. Make solvent weld joints as follows:
    a. Do not make solvent weld joints if ambient temperature is below *35 deg F.*
    b. Clean mating pipe and fitting with clean, dry cloth and apply one coat of P-70 primer to each.
    c. Apply uniform coat of 711 solvent to outside of pipe.
    d. Apply solvent to fitting in similar manner.
    e. Give pipe or fitting a quarter turn to insure even distribution of solvent and make sure pipe is inserted to full depth of fitting socket.
    f. Allow joints to set at least 24 hours before applying pressure to PVC pipe.
24. Tape threaded connections with teflon tape.
25. If pipe is 3 *inches* or larger*,* install using self restraining fittings and joints wherever change of direction occurs on PVC main pressure lines. Tighten bolts to manufacturer torque settings.

Control Valves And Controller

26. Install valves in plastic boxes with reinforced heavy duty plastic covers. Locate valve boxes within 12 inches of sidewalks and shrub bed edges with tops at finish grade. (Refer to Details).
27. Place *3 inches* minimum of pea gravel below bricks supporting valve boxes to drain box. Set valve boxes over valve so all parts of valve can be reached for service. Set cover of valve box even with finish grade. Valve box cavity shall be reasonably free from dirt and debris.
28. Wiring:
    a. Total length of wire in system is limited to 10,000 ft; maximum distance from any system device to controller is 4,000 ft.

b. Wire loops are permissible, but length of wire in loop is limited to 2,000 ft. for normal installation, it is recommended that paired wire be installed in 1 in 5 foot twist to reduce effects of nearby noise sources on communications.

29. Install Controllers, control wires, and valves in accordance with Manufacturer's recommendations and according to electrical code.
30. Extend extra control wires 24 inches and leave coiled in each valve box
31. Grounding devices as per plans and details.

Sprinkler Heads (refer to irrigation details):

32. Set sprinkler heads and quick-coupling valves perpendicular to finish grade.
33. Do not install sprinklers using side inlets. Install using base inlets only.
34. Set sprinkler heads at a consistent distance from existing walks, curbs, and other paved areas and to grade by using specified components or other method demonstrated in Pre-Construction Conference.

Drip Assembly (refer to irrigation details):

35. Install pipe providing for expansion and contraction as recommended by Manufacturer.
36. Cut tubing square and remove burrs at cut ends.
37. Locate drip emitter on uphill side of plant within rootball zone. Where significant slope does not occur, locate emitter on backside or building side of plant.
38. Set emitter to be visible to maintenance personnel.
39. Locate distribution tubing on top of soil but under filter fabric and bark or rock mulch.
40. Staple in-line tubing to ground at *6 foot* maximum intervals and within *12 inches* of ends and intersections.
41. Assembly Using 'Funny Pipe' Type Joints (refer to details).

Before installation of sprinkler heads and drip emitters, open control valves and use full head of water to flush out system.

Arrange valve stations to operate in an easy-to-view progressive sequence around building. Tag valves with waterproof labels showing final sequence station assignments. Note any changes on as-builts.

FIELD QUALITY CONTROL

Field Tests and Inspections:

42. Irrigation System:
    a. Notify Architect 2 working days minimum before conducting irrigation main line pressure test.
    b. Before backfilling main line, test pressure at *100 psi* minimum for 2 hours minimum and verify there are no leaks. Take pictures of the pressure gauge at the beginning of the 2 hours and at the end. Pressure gauge, pump and equipment for this test shall be provided by the contractor at no additional cost to the Owner. The test will be deemed acceptable if no leaks occur within the testing period. Such success shall be provided to the architect in writing prior to commencing further work. In the event that during the pressure test there is failure in the system and leaks do in fact occur, the contractor shall be responsible for repairing said leaks and beginning the pressure test again for complete 2 hour duration until full and complete success occurs with no leaks in the system. Any additional testing due to leaks shall be done at no additional cost to the Owner. Provide copies of the pictures to the Irrigation Designer.
43. Test Report:
    a. Report of Pressure Test results along with photographs of test results are to be provided to Irrigation Designer at completion of testing.
    b. Pressure test report shall be included in the Operation and Maintenance Manual.
44. Controller Testing:

a. Verify controller is installed correctly and will automatically adjust irrigation run times in response to environmental changes using sensor and/or weather information to manage watering times and frequency.

45. Pre-substantial Inspection:
    a. Project Manager will review irrigation system before substantial completion.
    b. Approval to irrigation system to be in writing.
46. Substantial Completion Walk Through:
    a. Notify Project Manager 2 working day's minimum notice of the day of request. Project Manager will inspect site and create list of non-conforming items to be resolved prior to Irrigation Final Acceptance. Date on this list will act as date of Landscape Substantial Completion.
47. Irrigation Final Walk Through:
    a. The contractor shall request a final walk through from the Project Manager by giving the Project Manager 48 hours advance notice of the day of request.
    b. Irrigation Final Acceptance will be awarded when all non-conforming work is brought into conformance.
    c. Project Manager will create signed certificate to be included in Operations and Maintenance Manual at completion of all non-conforming work.
    d. Once final walk through is completed, the architect will provide a written notice to begin the 90 day maintenance period.
48. Irrigation Controller, Central Controls, Two-wiring, Grounding, and Decoder Commissioning:
    a. Rain Bird will be doing commissioning for this project using their own service provider. Contractor will be required to comply with all Rain Bird commissioning requirements.
49. Post Maintenance Walk Through:
    a. Contractor will be responsible for maintaining the plant material and the irrigation system for a period of 90 days upon successful completion of final walk through.
    b. After the 90 day maintenance period, contractor shall request a post-maintenance walk through with the Project Manager by providing 48 hours advance notice to the architect of such request.
    c. The post maintenance walk through may consist of a comparison of pre-maintenance conditions of the irrigation system with the present conditions of the irrigation system. Should any non-conformance with the pre-maintenance condition occur, the architect will provide a punch list to the contractor for remedy, repair and/or replacement of equipment. Such remedy, replacement and/or repair shall be successfully completed by the contractor at no additional cost to the Owner prior to being relieved of the maintenance period and/or final payment made to the contractor by the Owner.
    d. Contractor shall remedy outstanding items on the Post Maintenance Walk Through to the satisfaction of the architect. The architect will notify both the Owner and the contractor of release of responsibility and final payment. Any irrigation product will be considered defective if it does not pass tests and inspections.

Non-Conforming Work: Non-conforming work as covered in the General Conditions applies, but is not limited to the following:

50. Underground Sprinkler System:
51. Correct any work found defective or not complying with Contract Document requirements at no additional cost to the Owner.

ADJUSTING

Adjust sprinkler heads to proper grade when turf is sufficiently established to allow walking on it without appreciable harm. Such lowering and raising of sprinkler heads shall be part of original contract with no additional cost to Owner.

Adjust sprinkler heads for proper distribution and trim so spray does not fall on building. Adjust sprinkler heads to be plumb.

Adjust watering time of valves to provide proper amounts of water to plants.

CLOSEOUT ACTIVITIES

Instruction of Owner:

52. After system is installed and approved, instruct Owner's designated personnel in complete operation and maintenance procedures.

END OF SECTION

SECTION 329113 - SOIL PREPARATION

PART 4 - GENERAL

SUMMARY

Includes But Not Limited To:

1. Perform soil preparation work as described in Contract Documents.
2. Furnish and apply soil additives as described in Contract Documents.

Related Sections:

3. Section 32-9120 Topsoil Placement and Grading
4. Section 32 9300 Plants
5. Section 33 4600 Subdrainage for foundations, slabs on grade, walls and landscape areas

REFERENCES

Reference Standards:

6. American Society For Testing And Materials:

    a. ASTM 1557-02, 'Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.'

ADMINISTRATIVE REQUIREMENTS

Pre-Installation Conference: Participate in pre-installation conference prior to excavation of existing or import of new topsoil. Provide certifications as stated in section 32 9120 and submittals of any product data, and samples as listed below at this pre-installation conference.

1.4 SUBMITTALS

A. Action Submittals:

7. Product Data: Product literature and chemical / nutrient analysis of soil amendments and fertilizers.
8. Samples: Sample of soil conditioner for approval before delivery to site. Include product analysis list.

B. Quality Assurance/Control

1. Submit test on imported topsoil by licensed laboratory before use. Topsoil report to include recommended fertilizers for shrubs and turf areas, recommended amendments such as gypsum, recommended quantities of organic matter to be added to the soil, and recommended long term fertilizing. Imported topsoil shall meet minimum specified requirements and be approved by Landscape Architect before use.

2. Informational Submittals:

1. Installer Reports: Delivery slips indicating amount of soil conditioner delivered to Project site.

PART 5 - PRODUCTS

MATERIALS

Incorporate soil amendments into topsoil used for Project as specified in section 329300 Plants.

Incorporate fertilizer into topsoil with application rates as stated in section 329300 to achieve ph balance, texture and composition as also stated in section 329300.

PART 6 - EXECUTION

PERFORMANCE

Add specified soil amendments at specified rates to lawn areas. Roto-till or otherwise mix amendments evenly into top 5 inches of topsoil. Incorporate and leach soil amendments which require leaching, such as gypsum, within such time limits that soil is sufficiently dry to allow proper application of fertilizer and soil conditioners.

END OF SECTION

SECTION 329120 - TOPSOIL PLACEMENT AND GRADING

PART 7 - GENERAL

SUMMARY

Includes But Not Limited To:

1. Perform topsoil placement and grading work required to prepare site for installation of landscaping as described in Contract Documents.
2. Furnish and apply soil additives as described in Contract Documents.

Related Sections:

3. Section 32 9113 Soil Preparation
4. Section 32 9300 Plants

REFERENCES

American Society For Testing And Materials:

5. ASTM 1557-02, 'Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.'

SUBMITTALS

Product Data: Product literature and chemical / nutrient analysis of soil amendments and fertilizers.

Samples and Certifications

6. Sample of soil conditioners and amendments for approval before delivery to site. Include product analysis list.
7. Sample of proposed imported topsoil with certification by a licensed and certified agronomist on the agronomist's letterhead with accompanying topsoil test report that certifies imported topsoils to be used meet the minimal requirements as specified in section 2..1.A below and the following:

    a. Report suitability of proposed imported soil for plant growth.
    b. State recommendations for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants and turf.
    c. Report presence of problem salts, minerals, or heavy metals; if present, provide additional recommendations for corrective action.

8. Included with the certification, state the location of the source of imported topsoil and account of recent use.

QUALITY ASSURANCE

Pre-Installation Conference: Participate in pre-installation conference prior to excavation of existing or import of new topsoil. Provide certifications stated above at this pre-installation conference.

PART 8 - PRODUCTS

MATERIALS

Topsoil:

1. Topsoil whether existing on site or imported that is to be used in landscaped areas, shall be fertile, loose, friable soil and must meet the following criteria:

    a. Chemical Characteristics:

        1) Acidity / alkalinity range: pH 5.0 to 8.2.
        2) Soluble Salts: less than 3.0 mmhos/cm.
        3) Sodium Absorption Ratio (SAR): less than 6.0.
        4) Organic Matter: 4% percent.

    b. Physical Characteristics:

        1) Gradation as defined by USDA triangle of physical characteristics as measured by hydrometer.

            1) Sand: 15 to 60 percent.
            2) Silt: 10 to 60 percent.
            3) Clay: 5 to 30 percent.

        2) Clean and free from toxic minerals and chemicals, noxious weeds, rocks larger than 1-1/2 inch in any dimension, and other objectionable materials.
        3) Soil shall not contain more than 2 percent by volume of rocks measuring over 3/32 inch in largest size.

PART 9 - EXECUTION

EXAMINATION

Do not commence work of this Section until grading tolerances have been met and approved by the civil engineer, architect and Owner.

PREPARATION

Protection: Protect utilities and site elements from damage.

Subsoil Preparation and Topsoil Placement:

1. Remove all foreign debris from planter areas, including concrete, asphalt, wood, branches, large rocks and other construction debris.
2. Rip, disk, or till top 12 inches (150mm) of existing subsoil to break up surface and eliminate impervious soil.
3. Verify subsoil grades. Correct high and low areas to proper grade as required.
4. Amend topsoil as stated above and in Section 329300 Plants and as recommended by the licensed and certified agronomist report with any additional recommendations prior to spreading.
5. Install topsoil to depth specified.

Surface Preparation:

6. Seven days maximum before beginning planting:
    a. Loosen area 12 inches deep, dampen thoroughly to 6 inches (150 mm) deep, and cultivate to properly break up clods and lumps.
    b. Rake area to remove clods, rocks greater than 1 ½", weeds, roots, and debris.
    c. Grade and shape landscape area to bring surface to true uniform planes free from irregularities and to provide drainage and proper slope to catch basins.
7. Limit use of heavy equipment to areas no closer than 4 feet from building or other permanent structures. Use hand guided tillers for preparation of areas closer than 4 feet

PERFORMANCE

Site Tolerances:

8. Total Topsoil Depth:

    a. Turf Cover Areas: 5 inches minimum.

    b. Groundcover Planting Areas: 5 inches minimum.
    c. Shrub Planting Areas: 12 inches minimum throughout entire shrub bed area.
9. Finish grade of planting areas before planting and after addition of soil additives at specified vertical distances below top of adjacent pavement, curb, walk, mow curb, step or building of any kind:

    a. Shrub And Ground Cover Areas: 2 inches below.
    b. Turf Cover Areas: 1 inch below.

Do not expose or damage existing shrub or tree roots.

Redistribute approved topsoil as stated above on site. Remove organic material, rocks and clods greater than 1-1/2 inch in any dimension, and other objectionable materials. Provide adequate approved topsoil required to bring surface to specified elevation relative to concrete site elements.

Where topsoil depth is 12 inches or greater, place topsoil in layers not to exceed 4 inches and, to prevent settling, compact to 85 percent relative density in accordance with ASTM D 1557. Do not place topsoil whose moisture content makes it prone to compaction during placement process.

Slope grade away from building for 12 feet minimum from walls at slope of 1/2 inch in 12 inches minimum unless otherwise noted. High point of finish grade at building foundation shall be 6 inches minimum below finish floor level. Direct surface drainage in manner indicated on Drawings by molding surface to facilitate natural run-off of water. Fill low spots and pockets with topsoil and grade to drain properly.

After landscape areas have been prepared, avoid rolling over topsoil areas with heavy objects except lawn rollers. Immediately before planting lawn and with topsoil in semi-dry condition, roll areas that are to receive lawn in two directions at approximately right angles with water ballast roller weighing 100 to 300 lbs, depending on soil type. Rake or scarify and cut or fill irregularities that develop as required until area is true and uniform, free from lumps, depressions, and irregularities.

END OF SECTION

SECTION 329300 - PLANTS

PART 10 - GENERAL

SUMMARY

Section Includes:

1. Plants.
2. Planting soils.

Related Sections:

3. Section 32 9113 Soil Preparation
4. Section 32-9120 Topsoil Placement and Grading

DEFINITIONS

Backfill: The earth used to replace or the act of replacing earth in an excavation.

Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.

Finish Grade: Elevation of finished surface of planting soil.

Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

Planting Soil: Refer to Section 329120 Topsoil Placement and Grading

Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

SUBMITTALS

Product Data: For each type of product indicated, including soils.

Samples of mineral mulch.

Samples of bark mulch.

Product certificates.

Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of plants during a calendar year.

QUALITY ASSURANCE

Installer's Field Supervision: Installer required to maintain an experienced full-time supervisor on Project site when work is in progress.

5. Pesticide Applicator: State licensed, commercial.

Soil Analysis: Refer to Section 329120 Topsoil Placement and Grading

Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

Preinstallation Conference: Conduct conference at Project site.

DELIVERY, STORAGE, AND HANDLING

Deliver bare-root stock plants freshly dug. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.

Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

Handle planting stock by root ball.

Delivery of plants to occur after preparations for planting have been completed. Install plants immediately after delivery. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

WARRANTY

Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty and maintenance period.

6. Failures include, but are not limited to, the following:

   a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
   b. Structural failures including plantings falling or blowing over.

c. Faulty performance of tree stabilization, edgings, and tree grates..

7. Warranty Periods from Date of Successful Final Walk Through as defined herein.

a. Trees, Shrubs, and Ornamental Grasses: 12 months.
b. Ground Covers: the 3 month period of time consistent with the 90-Day Maintenance Period.
c. Include the following remedial actions as a minimum:
   1) Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
   2) Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
d. A limit of one replacement of each plant will be required except for losses or replacements due to failure to comply with requirements.
e. Provide extended warranty for period equal to original warranty period, for replaced plant material.

MAINTENANCE SERVICE

Initial Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established through the 90 day maintenance period.

8. Maintenance Period: 3 months from date of a successful final walk through as defined herein.

Initial Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.

9. Maintenance Period: 3 months from date of a successful final walk through as defined herein.

PART 11 - PRODUCTS

PLANT MATERIAL

General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots will be rejected.
2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.

Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant as shown on Drawings.

If formal arrangements or consecutive order of plants is shown on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

INORGANIC SOIL AMENDMENTS

Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:

3. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.

Sulfur: Granular, biodegradable, and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.

Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

Aluminum Sulfate: Commercial grade, unadulterated.

Perlite: Horticultural perlite, soil amendment grade.

Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.

Sand: Clean, washed, natural or manufactured, and free of toxic materials.

Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

ORGANIC SOIL AMENDMENTS

Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.0 to 8.2 moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or granular texture, with a pH range of 3.4 to 4.8.

Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.

Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

FERTILIZERS

Bonemeal: 6-12-0 Commercial, raw or steamed, finely ground

Superphosphate is an inorganic, neutral source of phosphorus and is useful in alkaline calcareous soils of arid areas.

Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

4. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

5. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

Planting Fertilizer: Planting Tablets: Tightly compressed chip type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.

6. Size: 21-gram tablets.
7. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

2.5 PLANTING SOILS

A. Topsoil: Refer to Section 329120 Topsoil Placement and Grading

B. Planting Mix: Mixture of three parts good topsoil and one part well rotted composted manure, or approved commercial mix.

C. Planting Tablets: 21 gram Agriform 20-10-5.

2.6 MULCHES

A. Mineral Top Dressing Mulch: As indicated in Planting Legend or as approved by the Architect.

2.7 WEED-CONTROL BARRIERS

A. Composite Fabric: Woven, needle-punched polypropylene substrate bonded to a nonwoven polypropylene fabric, 4.8 oz./sq. yd or as approved by the Architect.

2.8 PESTICIDE

A. General: Pesticide registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

2.9 MISCELLANOUS PRODUCTS

Root Barrier: #UB-24-2 root barrier manufactured by Deep Root Corporation or as approved by the Architect.

Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

Burlap: Non-synthetic, biodegradable.

PART 12 - EXECUTION

PLANTING AREA ESTABLISHMENT

Loosen subgrade of planting areas to a minimum depth of 12 inches Remove stones larger than 1 ½" inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply superphosphate fertilizer directly to subgrade before loosening.
2. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
3. Spread planting soil to a depth of 12 inches below mulch, but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

EXCAVATION FOR TREES AND SHRUBS

Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.

4. Excavate approximately three times as wide as ball diameter.
5. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
6. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.

Subsoil and topsoil removed from planting hole excavations may not be used as planting soil.

TREE AND SHRUB PLANTING

Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1.

Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

Set stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

7. Use approved planting soil for backfill.
8. Balled and Burlapped: After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
9. Balled, Potted and Container-Grown: Carefully remove root ball from container without damaging root ball or plant.
10. Fabric Bag-Grown Stock: Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.
11. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
12. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
13. Continue backfilling process. Water again after placing and tamping final layer of soil.

TREE AND SHRUB PRUNING

Remove only dead, dying, or broken branches. Do not prune for shape.

Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

PLANTING AREA MULCHING

Install weed-control barriers before mulching according to manufacturer's written instructions. Completely cover area to be mulched, overlapping edges a minimum of 6 inches and secure seams with galvanized pins.

Mulch backfilled surfaces of planting areas and other areas as indicated on drawings.

14. Trees and Tree-like Shrubs in Turf Areas: Apply organic mulch ring of 3-inch average thickness, with radius around trunks or stems extending to drip line of tree. Do not place mulch within 3 inches of trunks or stems.
15. Organic Bark Mulch in Planting Areas: Apply 3-inch average thickness of mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.
16. Mineral Mulch in Planting Areas ¾” Minus: Apply 3 -inch average thickness of mineral mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mineral mulch within 3 inches of trunks or stems.
17. Mineral Mulch in Planting Areas 2” – 4” Cobble: Apply one layer in a 6 -inch average thickness from top of adjacent hardscape to top of topsoil of 2” – 4” cobble over whole surface of planting area, and finish level with adjacent finish grades. Do not place cobble within 3 inches of trunks or stems.

ROOT-BARRIER INSTALLATION

Install root barrier where trees are planted within 48” of paving or other hardscape elements, such as walls, curbs, and walkways and along each side of tree grate locations as shown in planting details.

Align root barrier vertically with edge of hardscape and run it linearly along and adjacent to the paving or other hardscape elements to be protected from invasive roots.

Install root barrier continuously for a distance of 4 feet in each direction from the tree trunk, for a total distance of 8 feet per tree as shown in planting details. If trees are spaced closer, use a single continuous piece of root barrier.

18. Position top of root barrier flush with finish grade.
19. Overlap root barrier a minimum of 12 inches at joints.
20. Do not distort or bend root barrier during construction activities.
21. Do not install root barrier surrounding the root ball of tree.

PLANT MAINTENANCE

Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.

Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated best management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

PESTICIDE APPLICATION

Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

Pre-Emergent Herbicides (Selective and Non-Selective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written recommendations. Do not apply to seeded areas.

Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

CLEANUP AND PROTECTION

During planting, keep adjacent paving and construction clean and work area in an orderly condition.

Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

After installation and before walk through for substantial completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

DISPOSAL

Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

3.16 FIELD QUALITY CONTROL

A. Required Inspections:

22. Walk Through for Substantial Completion: Only after complete installation of the entire planting and irrigation system, the contractor shall request a walk through for substantial completion from the architect by giving the architect 48 hours advance notice of the day of request. Once accepted, the architect and the contractor will do a complete walk through of the landscaped area. The walk through for substantial completion shall consist of a Physical Walk Through- During this walk through the contractor and the architect will walk through each planting area and the architect will provide a written punch list of plant material and plant material edging, staking, guying and site furnishings, needing adjustment, replacement and/or repair and it will be the contractors responsibility to completely remedy the punch list provided prior to requesting a final walk through or beginning the maintenance period.

23. Final Walk Through: After successfully completing all outstanding items on the punch list provided by the architect at the walk through for substantial completion, the contractor shall request a final walk through from the architect by giving the architect 48 hours advance notice of the day of request. Once accepted, the architect and the contractor will review only those items listed on the punch list provided at the walk through for substantial completion to insure complete success and remedy has taken place. In the event of a successful final walk through the contractor shall begin a 90 day maintenance period. However, in the event complete success and remedy have not occurred related to the punch list provided at the walk through for substantial completion, the final walk through will be canceled and the contractor will be responsible for successfully remedying all items on the previous punch list prior to making a second request for a final walk through. Additionally, any requests beyond the initial request for a final walk through will be paid to the architect by the contractor at no additional cost to the Owner. The final walk through shall consist of a Physical Walk Through. During this walk through only items on the punch list for substantial completion will be reviewed. noting conformance or lack thereof.

24. Post Maintenance Walk Through- Upon a successful final walk through the contractor will be responsible for maintaining the plant material and the irrigation system for a period of 90 days. In the event the 90 day Maintenance Period overlaps with the winter season (between the dates of October 31st and April 1st), the contractor will commence the 90 day maintenance period beginning April 1st until a full 90 day maintenance period has been successfully achieved. The contractor is responsible for including a fee for the 90 day maintenance period in their initial bid for services. In the event that the contractor fails to include such fee in their initial bid, the contractor will still be responsible for the 90 day maintenance period as stated herein at no additional cost to the Owner. Once the 90 day maintenance period has elapsed, the contractor shall request a post maintenance walk through with the architect by providing 48 hours advance notice to the architect of such request. The post maintenance walk through will consist of a physical walk through to compare pre-maintenance condition of each planting area its present condition. Should any non-conformance with the pre-maintenance condition occur, the architect will provide a punch list to the contractor for remedy, repair and/or replacement of plant material,

equipment and site furnishings. Such remedy, replacement and/or repair shall be successfully completed by the contractor at no additional cost to the Owner prior to being relieved of the maintenance period and/or final payment made to the contractor by the Owner. Once the contractor has successfully remedied any outstanding items on the Post Maintenance Walk Through to the satisfaction of the architect. The architect will notify both the Owner recommending that the contractor be released of responsibility and final payment to the contractor be made.

END OF SECTION 329300

APPENDIX A

DRY CREEK GREENWAY EAST PHASE 1

TRAIL PLANS - NOTES AND GRADING

SHEETS

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, THE CITY OF ROSEVILLE STANDARD SPECIFICATIONS (LATEST EDITION), THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS, AND THE PROJECT SPECIAL PROVISIONS.
2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING SURFACE.
3. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
4. THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS CONNECTING TO OR IN THE VICINITY OF THE IMPROVEMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS WITHIN THE CONSTRUCTION ZONE.
6. THE CONTRACTOR SHALL PLACE BOXED SURVEY MONUMENTS WITH 1-1/2" BRONZE HEAD SET IN CONCRETE (STD. DWG. ST-36) AT LOCATIONS TO BE DETERMINED BY THE ENGINEER.
7. AC SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.
8. ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.
9. CURB RAMPS CONFORMING TO ALL ADA AND TITLE 24 REQUIREMENTS SHALL BE PLACED AT ALL NEW STANDARD CURB RETURNS (STANDARD DRAWING ST-27) AND STANDARD TYPE A-7 DRIVEWAYS. WHERE EXISTING RAMPS DO NOT MEET CURRENT ADA AND TITLE 24 REQUIREMENTS, THE RAMPS SHALL BE UPGRADED IN CONFORMANCE WITH MINIMUM TITLE 24 REQUIREMENTS. WHERE EXISTING RAMPS DO NOT INCLUDE DETECTABLE WARNING PANELS (TRUNCATED DOMES), PANELS SHALL BE RETROFITTED PER THE CONSTRUCTION STANDARDS.
10. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE ACCEPTED BY THE ENGINEERING DIVISION OF PUBLIC WORKS BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH CALIFORNIA MUTCD LATEST EDITION. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
11. DRAIN INLETS NOT WITHIN A PAVED AREA SHALL HAVE A 12" WIDE COLLAR OF 6" THICK P.C.C. OR 2" THICK AC
12. ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.
13. PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE PUBLIC WORKS DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CAL/OSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.
14. ALL PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS ON ROADWAYS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION.
15. THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE ~~PRE-EXISTING~~ DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE ~~AND ANY DAMAGE~~ RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS ~~AND~~ AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE PUBLIC WORKS INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.
16. WHERE COMBINATIONS OF SIDEWALK OR CURB AND GUTTER ARE POURED CONTIGUOUS TO EXISTING, ALL ADJOINING EXISTING CONCRETE VERTICAL FACES SHALL BE DOWELED. ALL ABUTTING SIDEWALK ENDS SHALL BE DOWELED MID-SECTION VERTICALLY WITH TWO DOWELS FOR FOUR THROUGH SIX-FOOT WIDE SIDEWALK AND THREE DOWELS FOR WIDER SIDEWALK. ABUTTING CURB AND GUTTER ENDS SHALL BE DOWELED TWICE, 18 INCHES APART AT GUTTER PAN MID-SECTION. DOWEL CONNECTIONS OF LONGITUDINAL RUNS OF SIDEWALK TO BACK OF CURB SHALL BE THREE FEET ON CENTER. ALL DOWELS SHALL BE 16 INCHES LONG, GRADE 60; #4 REBAR PENETRATING FOUR INCHES. THE DOWEL HOLE SHALL BE 5/8-INCH DIAMETER AT A SLIGHT HORIZONTAL ANGLE FROM PERPENDICULAR. THE PENETRATING PORTION OF THE DOWEL AND THE ENTIRE (CLEANED) VERTICAL SURFACE OF THE ADJOINING, EXISTING CONCRETE SHALL BE THOROUGHLY COATED WITH STATE STANDARD TWO-PART EPOXY.
17. THE TYPES, LOCATIONS AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
18. UTILITIES LOCATIONS ARE TAKEN FROM CITY AS-BUILT DRAWINGS AND FIELD REVIEWS. LOCATIONS OF THE GROUND FEATURES (MH, VALVES, ETC.) ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR.
19. CONTRACTOR TO FOLLOW ALL MITIGATION MEASURES AS SPECIFIED IN THE DCGE TRAIL PROJECT EIR AND PERMITS OBTAINED FOR THE PROJECT. SEE SPECIFICATIONS FOR LIST OF APPROVED PERMITS.

STANDARD GENERAL NOTES:

1. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF ENGINEER.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES. REFER TO THE SPECIAL PROVISIONS FOR PERMITS NEEDED.
3. THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.
4. IF ARCHEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 100 FEET OF THESE MATERIALS SHALL BE STOPPED IN ACCORDANCE WITH SECTION 21-2E OF THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS UNTIL A PROFESSIONAL ARCHEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHEOLOGY (SCA) AND/OR THE SOCIETY OF PROFESSIONAL ARCHEOLOGY (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY.

GRADING NOTES:

1. GRADING SHALL CONFORM TO APPENDIX CHAPTER 33 UBC, LATEST EDITION, AND TO THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEERING REPORT BY CRAWFORD & ASSOCIATES, INC. DATED APRIL 2021 (CAInc FILE NO. 20-619.1, ENGINEERING DIVISION FILE NO. 308-992)
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THIS PROJECT OR AS DETERMINED BY THE CITY INSPECTOR. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THE SWPPP PLAN.
3. LOTS SHALL BE GRADED WITH A CONSTANT SLOPE ALONG THE FRONTAGE OF THE RIGHT-OF-WAY, FROM BUILDING SETBACK LINE TO BACK OF SIDEWALK. ALL TEMPORARY AND PERMANENT SLOPES STEEPER THAN 4:1 ALONG THIS FRONTAGE SHALL HAVE EROSION NETTING INSTALLED.
4. ALL REAR LOT CORNER ELEVATIONS SHALL BE EQUAL TO OR GREATER THAN THE HIGHEST ADJACENT PAD GRADE UNLESS SPECIFICALLY SHOWN ON THESE PLANS AND APPROVED BY ENGINEERING DIVISION.
5. NON-POTABLE WATER SHALL BE SPRAYED ON ALL EXPOSED EARTH SURFACES DURING CLEARING GRADING, EARTH MOVING, AND OTHER SITE PREPARATION ACTIVITIES. THE EXPOSED EARTH SHALL BE WATERED THROUGHOUT THE DAY TO MINIMIZE DUST.
6. TARPAULINS OR OTHER EFFECTIVE COVERS SHALL BE USED ON ALL STOCKPILED EARTH MATERIAL AND ON HAUL TRUCKS TO MINIMIZE DUST.
7. THE CITY SHALL HAVE THE AUTHORITY TO STOP ALL GRADING OPERATIONS, IF, IN OPINION OF CITY STAFF, INADEQUATE DUST CONTROL MEASURES ARE BEING PRACTICED OR EXCESSIVE WIND CONDITIONS CONTRIBUTE TO FUGITIVE DUST EMISSIONS.
8. ADJACENT STREET FRONTAGES SHALL BE SWEPT AT LEAST ONCE A DAY TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES. REFER TO SCHEDULES WITHIN SWPPP.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT AND DIRT FROM BEING RELEASED OR TRACKED OFFSITE. REFER TO SWPPP FOR SPECIFIC REQUIRMENTS.
10. CONSTRUCTION SHALL STOP IF CULTURAL RESOURCES ARE SUSPECTED. IT IS POSSIBLE THAT PREVIOUS ACTIVITIES HAVE OBSCURED SURFACE EVIDENCE OF CULTURAL RESOURCES. IF SIGNS OF AN ARCHEOLOGICAL SITE, SUCH AS ANY UNUSUAL AMOUNTS OF STONE, BONE, OR SHELL, ARE UNCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES, WORK SHALL BE HALTED WITHIN 100 FEET OF THE FIND AND THE ROSEVILLE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE NOTIFIED. A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED FOR AN ON-SITE EVALUATION. THE ARCHEOLOGIST MAY REQUIRE ADDITIONAL MITIGATION.
11. SHOULD GRADING OPERATIONS UNCOVER HAZARDOUS MATERIALS, OR WHAT APPEARS TO BE HAZARDOUS MATERIALS, THE FIRE DEPARTMENT SHALL BE CONTACTED IMMEDIATELY AT (916) 774-5820. THE AREA, WHICH CONTAINS THE HAZARDOUS MATERIALS, SHALL BE MARKED OFF UNTIL AN INVESTIGATION BY A MEMBER OF THE FIRE DEPARTMENT IS CONDUCTED.
12. GRADES SHOWN OUTSIDE OF THE PUBLIC RIGHT OF WAY WITHIN THE APPROVED GRADING PLAN ARE SUBJECT TO FURTHER REVIEW AND MODIFICATION BY THE BUILDING DIVISION FOR COMPLIANCE WITH THE UNIFORM BUILDING CODE AND STATE OF CALIFORNIA TITLE 24 HANDICAP ACCESSIBILITY REQUIREMENTS.
13. THE CONTRACTOR/DEVELOPER IS EXPECTED TO COMPLY WITH THE FUGITIVE DUST CONTROL REQUIREMENTS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT: WWW.PLACER.CA.GOV/APCD
14. CONTAMINATED SOIL – DEVELOPER AGREES TO PROPERLY ADHERE TO ALL THEN CURRENT STATE AND FEDERAL REQUIREMENTS WHEN ANY EVIDENCE OF TOXIC, HAZARDOUS OR CONTAMINATED SOILS ARE ENCOUNTERED DURING ANY AND ALL EXCAVATION OR GRADING OPERATIONS, AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OR ROSEVILLE, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, COSTS, CLAIMS, FEES, FINES, PENALTIES AND CLAIMS OF OR DAMAGE OF ANY TYPE WHATSOEVER. EXTRA COSTS FOR REMEDIATION AND/OR REMOVAL OF SOIL SHALL BE BOURN SOLELY BY THE DEVELOPER. THE PARTIES INTEND THAT THIS PROVISION BE BROADLY CONSTRUED.

EROSION/SEDIMENT CONTROL NOTES:

1. THE PROJECT STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS INCORPORATED BY REFERENCE INTO THIS SET OF PLANS. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THESE PLANS.
2. A COPY OF THE SWPPP SHALL BE KEPT AND AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE SWPPP AND/OR AS DIRECTED BY CITY INSPECTOR.
4. NO GRADING OR TRENCHING, EXCEPT AS REQUIRED FOR EROSION OR SEDIMENT CONTROL, SHALL OCCUR WITHIN 35 FEET FROM THE CENTERLINE OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES BETWEEN OCTOBER 15 AND APRIL 15 EXCEPT AS APPROVED BY THE DEPARTMENT OF FISH AND GAME.
5. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE SWPPP.
6. THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE DEVELOPMENT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE WATER QUALITY OF THE RUNOFF IN ACCORDANCE WITH THE SWPPP.

STRIPING NOTES:

1. CONTRACTOR SHALL REMOVE ALL EXISTING NON-CONFORMING STRIPING (BY GRINDING) AND PAVEMENT MARKERS AND ALL EXISTING STRIPING THAT CONFLICTS WITH THE PROPOSED STRIPING. REMOVAL SHALL INCLUDE ALL TEMPORARY TRAFFIC STRIPES AND MARKINGS.
2. ALL PERMANENT PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE LATEST EDITION OF THE CALIFORNIA MUTCD. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE LATEST EDITION OF THE CALIFORNIA MUTCD. THERMOPLASTIC MATERIAL SHALL BE APPLIED ONLY WHEN THE PAVEMENT SURFACE TEMPERATURE IS ABOVE 60 DEGREES FAHRENHEIT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL CONSTRUCTION SIGNING AND STRIPING AS REQUIRED BY THE MUTCD AND MUTCD CALIFORNIA SUPPLEMENT TO DELINEATE CONSTRUCTION HAZARDS AT HIS/HER EXPENSE.
4. ALL STRIPING ON TRAILS IS TO BE PAINT.

TREE PRESERVATION NOTES

1. GRADING AROUND TREES TO BE LIMITED TO OUTSIDE THE DRIPLINE. ANY TREE WELL GRADED SHOULD BE DRAINED TO SOME OUTFALL OR SWALE.
2. THE FOLLOWING CONDITIONS SHALL APPLY TO ENSURE THE PRESERVATION OF TREES:

2.1. EACH TREE OR GROUP OF TREES TO BE SAVED SHALL BE FENCED BY A CHAIN-LINK FENCE OR TEMPORARY FENCE DESIGNATED IN THE SPECIFICATION PRIOR TO ANY GRADING OR MOVEMENT OF HEAVY EQUIPMENT OR ISSUANCE OF ANY PERMITS.
2.2. FENCING SHALL BE LOCATED ONE FOOT (1') OUTSIDE THE DRIPLINE OF THE TREE OR TREES.
2.3. SIGNS SHALL BE POSTED ON ALL SIDES OF SAID FENCES STATING:

WARNING:
THIS FENCE SHALL NOT BE REMOVED
OR RELOCATED WITHOUT WRITTEN
AUTHORIZATION FROM THE
PLANING DEPARTMENT

3. THE GRADING PLAN FOR THE PROJECT HAS BEEN DESIGNED FOR NO GRADING TO OCCUR WITHIN THE DRIPLINE OF ANY OAK TREE UNLESS SPECIFICALLY APPROVED BY PLANNING DEPARTMENT AND SHOWN ON THESE PLANS. NO GRADES SHALL BE MODIFIED WITHOUT THE APPROVAL OF THE CIVIL ENGINEER AND THE CITY OF ROSEVILLE.
4. NO TRENCHING SHALL OCCUR BENEATH THE DRIPLINE OF ANY OAK TREE TO BE SAVED UNLESS STATED ON THESE PLANS "TRENCHING UNDER THIS TREE IS APPROVED".
5. PARKING OF VEHICLES AND EQUIPMENT OR STORAGE OF MATERIALS UNDER THE DRIPLINE OF TREES SHALL NOT OCCUR AT ANY TIME.

AIR QUALITY NOTES:

1. CONSTRUCTION EQUIPMENT EXHAUST EMISSIONS SHALL NOT EXCEED PLACER COUNTY APCD RULE 202 VISIBLE EMISSION LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS ARE TO BE IMMEDIATELY NOTIFIED BY APCD TO CEASE OPERATIONS AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. (BASED ON APCD RULE 202)
2. THE CONTRACTOR SHALL SUSPEND ALL GRADING OPERATIONS WHEN FUGITIVE DUST EXCEEDS PLACER COUNTY APCD RULE 228 (FUGITIVE DUST) LIMITATIONS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AN INDIVIDUAL WHO IS CARB-CERTIFIED TO PERFORM VISIBLE EMISSIONS EVALUATIONS (VEE). THIS INDIVIDUAL SHALL EVALUATE COMPLIANCE WITH RULE 228 ON A WEEKLY BASIS. IT IS TO BE NOTED THAT FUGITIVE DUST IS NOT TO EXCEED 40% OPACITY AND NOT GO BEYOND THE PROPERTY BOUNDARY AT ANY TIME. LIME OR OTHER DRYING AGENTS UTILIZED TO DRY OUT WET GRADING AREAS SHALL NOT EXCEED PLACER COUNTY APCD RULE 228 FUGITIVE DUST LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS WILL BE NOTIFIED BY APCD AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. ALL PROJECTS IN EXCESS OF 5 ACRES SHALL HAVE AN APPROVED DUST CONTROL PLAN FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. (BASED ON APCD RULE 228)
3. DURING CONSTRUCTION, TRAFFIC SPEEDS ON ALL UNPAVED SURFACES SHALL BE LIMITED TO 15 MILES PER HOUR OR LESS. (BASED ON APCD RULE 228 / SECTION 401.2)
4. DURING CONSTRUCTION, NO OPEN BURNING OF REMOVED VEGETATION SHALL BE ALLOWED UNLESS PERMITTED BY THE PCAPCD. ALL REMOVED VEGETATIVE MATERIAL SHALL BE EITHER CHIPPED ON SITE OR TAKEN TO AN APPROPRIATE RECYCLING SITE, OR IF A SITE IS NOT AVAILABLE, A LICENSED DISPOSAL SITE. (BASED ON APCD RULE 310)
5. A PERSON SHALL NOT DISCHARGE INTO THE ATMOSPHERE VOLATILE ORGANIC COMPOUNDS (VOC'S) CAUSED BY THE USE OR MANUFACTURE OF CUTBACK OR EMULSIFIED ASPHALTS FOR PAVING, ROAD CONSTRUCTION OR ROAD MAINTENANCE, UNLESS SUCH MANUFACTURE OR USE COMPLIES WITH THE PROVISIONS RULE 217. (BASED ON APCD RULE 217).
6. PROCESSES THAT DISCHARGE 2 POUNDS PER DAY OR MORE OF AIR CONTAMINANTS, AS DEFINED BY HEALTH AND SAFETY CODE SECTION 39013, TO THE ATMOSPHERE MAY REQUIRE A PERMIT. PERMITS MAY BE REQUIRED FOR BOTH CONSTRUCTION AND OPERATION. DEVELOPERS/CONTRACTORS SHOULD CONTACT THE DISTRICT PRIOR TO CONSTRUCTION AND OBTAIN ANY NECESSARY PERMITS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. (BASED ON THE CALIFORNIA HEALTH & SAFETY CODE SECTION 39013)

CITY OF ROSEVILLE STANDARD DETAILS

BK-2	CLASS 1 BIKEWAY STRIPING DETAILS
BK-5	BIKE TRAIL STENCIL
DR-1	DROP INLET TYPE "C"
DR-3	DROP INLET TYPE "F"
DR-4	STANDARD PRECAST MANHOLE (DRAINAGE)
DR-12	HEADWALL
DR-13	PIPE INLET STRUCTURE
DR-15	INLET TRASH RACK 33" PIPE OR LARGER
DR-16	TRASH RACK
SS-2	SEWER MANHOLE STANDARD 48 INCH
SS-4	SEWER SERVICE
SS-5	SEWER SERVICE CLEANOUT
ST-17	TYPE 1 AND 2 CURB AND GUTTER WITH SIDEWALK
ST-18	BARRIER CURBS AND VALLEY GUTTERS
ST-20	"TYPE S" DRIVEWAY APRON
ST-22	"TYPE A-7" DRIVEWAY
ST-38	BOLLARD

CITY OF ROSEVILLE STANDARD DETAILS CONT.

ST-51	6' HIGH TUBULAR STEEL VIEW FENCE
TB-1	UTILITY TRENCH PAVING BACKFILL AND EMBEDMENT
W-7	COMMERCIAL/IRRIGATION 1½" & 2" SERVICE LINE
W-13	FIRE HYDRANT ASSEMBLY

CALTRANS 2015 STANDARD PLANS

A20A	PAVEMENT MARKERS AND TRAFFIC LINES
A20B (RSP)	PAVEMENT MARKERS AND TRAFFIC LINES
A20D (RSP)	PAVEMENT MARKERS AND TRAFFIC LINES
A24C	PAVEMENT MARKINGS SYMBOLS AND NUMERALS
A76A	CONCRETE BARRIER TYPE 60M
B11-47 (RSP)	CABLE RAILING
D75B	CONCRETE PIPE INLETS

DESIGN CRITERIA:

DESIGN SPEED	25 MPH
MINIMUM GRADE	N/A FT
MAXIMUM GRADE	5%
CROSS SLOPE MAX	2%
WIDTH	10ft TRAIL WITH 2ft SHOULDERS, TYP

ADDENDUM 2

G-1

Conformed

REVISIONS

NO.	DESCRIPTION	DATE	BY
2	ADDENDUM #2	7/28/23	BW

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

REGISTERED PROFESSIONAL ENGINEER
BRIAN C. WRIGHT
No. C59331
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT GENERAL NOTES

SHEET 2 — OF — 168

Xrefs: DCBT-C-BORDER
Images: cropped COR black logo.tif|cropped COR black logo.tif|Marc_Signature.jpg

GENERAL NOTES:

FIRE DEPARTMENT NOTES

1. AN APPROVED PROJECT SIGN SHALL BE PLACED AT VEHICLE ACCESS POINTS INTO THE PROJECT DURING CONSTRUCTION TO ASSIST EMERGENCY RESPONDERS. THE SIGN SHALL IDENTIFY THE ADDRESS, AS APPROVED BY THE CITY OF ROSEVILLE. SUCH SIGNS SHALL BE CLEARLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROJECT.

2. PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT TO THE SITE, FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED TO WITHIN 150 FEET OF ALL STRUCTURES AND COMBUSTIBLE STORAGE PILES. FIRE APPARATUS ACCESS ROADS SHALL BE FULLY PAVED AND SHALL BE DESIGNED TO SUPPORT THE IMPOSED WEIGHT OF A FIRE APPARATUS (34 TONS GVW), UNLESS PRIOR APPROVAL IS OBTAINED FROM THE FIRE DEPARTMENT FOR TEMPORARY ACCESS ROADS. ACCESS ROADS SHALL BE PROVIDED WITH A MINIMUM 20-FOOT ROADWAY WIDTH AND 13 FOOT 6 INCH VERTICAL CLEARANCE.

3. PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT TO THE SITE, ANY REQUIRED ON-SITE FIRE HYDRANTS SHALL BE COMPLETED AND ACCEPTED BY THE ROSEVILLE FIRE DEPARTMENT.

4. CONSTRUCTION MATERIAL AND VEHICLES SHALL NOT OBSTRUCT FIRE APPARATUS ACCESS TO FIRE APPARATUS ROADS, FIRE HYDRANTS OR THE BUILDING.

5. BARRICADES SHALL BE PROVIDED TO PROTECT ANY NATURAL GAS METER, FIRE HYDRANT, FIRE DEPARTMENT CONTROL DEVICE, OR OTHER POSSIBLE PERTINENT EQUIPMENT OR DEVICES THAT MAY BE SUBJECT TO VEHICULAR DAMAGE.

6. PROVIDE AND MAINTAIN A MINIMUM 3-FOOT CLEAR SPACE AROUND FIRE PROTECTION EQUIPMENT.

7. THE BURNING OF COMBUSTIBLE CONSTRUCTION MATERIALS AND TRASH IS PROHIBITED.

8. ASPHALT AND TAR KETTLES SHALL NOT BE LOCATED WITHIN 20 FEET OF ANY COMBUSTIBLE MATERIAL, COMBUSTIBLE BUILDING SURFACE OR BUILDING OPENING. AN ATTENDANT SHALL BE WITHIN 100 FEET OF A KETTLE WHEN THE HEAT SOURCE IS OPERATING. A MINIMUM OF ONE (1) 20B:C PORTABLE FIRE EXTINGUISHER SHALL BE LOCATED WITHIN 30 FEET OF THE KETTLE, AND ON THE ROOF DURING ASPHALT COATING OPERATIONS.

9. DRYWALL AND OTHER TEMPORARY HEATING DEVICES SHALL BE OF AN APPROVED TYPE, LOCATED AWAY FROM COMBUSTIBLE MATERIALS AND ATTENDED AND MAINTAINED AT ALL TIMES. HEATING DEVICES SHALL NOT BE OPERATED AFTER NORMAL WORKING HOURS WITHOUT BEING ATTENDED TO ON AN HOURLY BASIS.

10. CUTTING AND WELDING OPERATIONS SHALL CONFORM TO THE HOT WORK PROVISIONS OF CHAPTER 35 OF THE FIRE CODE. A FIRE WATCH SHALL BE PROVIDED DURING HOT-WORK ACTIVITIES AND SHALL CONTINUE FOR A MINIMUM OF 30 MINUTES AFTER THE CONCLUSION OF THE WORK.

11. IF SITE SURVEY OR EARTH MOVING WORK RESULTS IN THE DISCOVERY OF HAZARDOUS MATERIALS IN CONTAINERS, OR WHAT APPEARS TO BE HAZARDOUS WASTES RELEASED INTO THE GROUND, THE CONTRACTOR OR APPLICANT SHALL IMMEDIATELY REPORT THE FINDING TO THE ROSEVILLE FIRE DEPARTMENT VIA PHONE AT (916) 774-5800. ALL SUSPECTED AREAS SHALL BE MARKED OFF WITH APPROVED SIGNAGE OR CAUTION TAPE UNTIL SUCH TIME THAT A REPRESENTATIVE FROM THE FIRE DEPARTMENT DETERMINES WHETHER THE RELEASE IS REPORTABLE OR NOT AND IF SITE REMEDIATION IS REQUIRED.

12. FIRE SAFETY DURING CONSTRUCTION SHALL COMPLY WITH CHAPTER 33 OF THE CALIFORNIA FIRE CODE.

13. ADEQUATE RADIO COVERAGE SHALL BE PROVIDED WITHIN BUILDINGS FOR PUBLIC SAFETY AGENCIES, AS REQUIRED BY FIRE CODE.

14. PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED IN OCCUPANCIES AND LOCATIONS AS SET FORTH IN THE CALIFORNIA FIRE CODE AND AS REQUIRED BY THE CHIEF. PROVIDE A MINIMUM OF ONE (1) PORTABLE FIRE EXTINGUISHER WITHIN EACH TENANT SPACE. THE MAXIMUM TRAVEL DISTANCE TO THE FIRE EXTINGUISHER SHALL NOT EXCEED 75-FEET. THE MINIMUM RATING CLASSIFICATION FOR THE EXTINGUISHER SHALL BE NOT LESS THAN 2A-10B:C. THE MAXIMUM TRAVEL DISTANCE FROM ANY POINT IN A LIGHT HAZARD AREA OF CLASS A HAZARDS SHALL NOT BE MORE THAN 75 FEET FROM A CLASS 2A-10B:C. FIRE EXTINGUISHER AND ONE EXTINGUISHER SHALL BE PROVIDED FOR EACH 6,000 SQUARE FEET. THE MAXIMUM TRAVEL DISTANCE FROM ANY POINT IN AN ORDINARY HAZARD OF CLASS A HAZARDS AREA SHALL NOT BE MORE THAN 75 FEET AND ONE EXTINGUISHER SHALL BE PROVIDED FOR EACH 3,000 SQUARE FEET. THE MAXIMUM TRAVEL DISTANCE TO CLASS B EXTINGUISHERS IS EITHER 30 FEET OR 50 FEET DEPENDING UPON THE SIZE OF THE EXTINGUISHER AND THE CLASSIFICATION OF THE HAZARD. REFER TO UFC STANDARD NO. 10-1 FOR COMPLETE REQUIREMENTS. ALL PORTABLE FIRE EXTINGUISHERS SHALL HAVE A SERVICE TAG AFFIXED TO THEM SHOWING THAT THE EXTINGUISHER HAS BEEN SERVICED BY A CALIFORNIA STATE LICENSED FIRE EXTINGUISHER CONCERN. ALL FIRE EXTINGUISHERS SHALL BE ATTACHED TO A BRACKET OR WITHIN AN APPROVED CABINET. MAXIMUM DISTANCE FROM THE FLOOR SHALL NOT EXCEED 54-INCHES. SIGNAGE SHALL BE POSTED ABOVE THE EXTINGUISHER AND SHALL READ FIRE EXTINGUISHER.

15. THE REQUIRED MINIMUM FIRE FLOW FOR THE PROTECTION OF THE PROPOSED PROJECT IS ____ GALLONS PER MINUTE WITH 20 POUNDS PER SQUARE INCH RESIDUAL WATER PRESSURE REMAINING IN THE SYSTEM. A CHANGE IN ANY OF THE CONDITIONS MAY INCREASE THE REQUIRED FIRE FLOW.

16. ALL UNDERGROUND FIRE LINE SHALL BE HYDRAULICALLY PRESSURED AT 200 PSI FOR TWO-HOURS PER THE NFPA STANDARD FOR UNDERGROUND FIRE WATER LINE. AN INSPECTION SHALL BE REQUIRED TO WITNESS THE TEST WITH A SUBSEQUENT INSPECTION AFTER THE TWO-HOUR DURATION HAS EXPIRED.

17. TEMPORARY USE OF ON-SITE GENERATORS WITH OVER 60 GALLONS OF DIESEL FUEL SHALL REQUIRE A FIRE DEPARTMENT PERMIT AND MUST MEET THE REQUIREMENTS OF THE CHAPTER 6.95 OF THE HEALTH AND SAFETY CODE, THE ROSEVILLE FIRE DEPARTMENT AND THE NATIONAL FIRE CODES. CONTACT THE FIRE DEPARTMENT AT 916-774-5800 TO INITIATE THE PERMIT APPLICATION.

18. SECTION 10.6.2 OF NFPA 24 HAS BEEN AMENDED NOT TO ALLOW MECHANICAL JOINTS UNDER BUILDINGS. SEE CHAPTER 80 OF THE CALIFORNIA FIRE CODE, PAGE 519. PROVIDE DETAIL OF THE PROPOSED RISER AND UNDERGROUND DETAIL TO THE PAD.

19. CIVIL IMPROVEMENT PLANS SHALL BE RESUBMITTED IF IT HAS BEEN DETERMINED BY THE APPLICANT THAT AN ON-SITE FIRE PUMP WILL BE REQUIRED AS THE RESULT OF SUPPLYING 100 PSI RESIDUAL PRESSURE AT THE STANDPIPE ROOF OUTLET ACCORDANCE WITH NFPA 14, STANDARD FOR THE INSTALLATION OF STANDPIPE AND HOSE SYSTEMS.

20. THE SUBMITTED PRIVATE UNDERGROUND FIRE LINE SHALL BE REVIEWED AND APPROVED BY THE ENVIRONMENTAL UTILITIES DEPARTMENT (EUD) IN CONJUNCTION WITH THE FIRE DEPARTMENT (RFD) PRIOR TO REQUESTING FOR THE REQUIRED INSPECTION FROM THE RFD. THE FIRE SPRINKLER PLANS WILL NOT BE APPROVED BY THE RFD UNTIL THE UNDERGROUND SERVICE LATERAL HAS BEEN INSPECTED AND ACCEPTED BY THE RFD.

21. ALL PROPOSED BURIED BOLTS SHALL BE COATED WITH A LISTED PRODUCT SUCH AS CHRISTY'S HD-50.

22. ACCORDING TO NFPA 13, 6.3.1.1.1, THE UNDERGROUND FIRE LINE CANNOT EXTEND INTO THE BUILDING FURTHER THAN 24 INCHES.

23. AN 18 AWG MINIMUM GAUGE TRACER WIRE SHALL BE INSTALLED ALONG ALL NON-METALLIC UNDERGROUND PIPING IN ACCORDANCE WITH SECTION 604 OF THE CALIFORNIA PLUMBING CODE. NOTATIONS SHALL BE MADE ON THE RESUBMITTAL.

24. FIRE DEPARTMENT CONNECTION(S) SHALL BE WITHIN 2-FEET OF BACK OF CURB OR BACK OF WALKWAY, AND SHALL REMAIN UNOBSTRUCTED AT ALL TIMES.

25. ALL FIRE DEPARTMENT CONNECTIONS SHALL BE LABELED WITH THE APPROPRIATE ADDRESS.

26. MECHANICAL JOINTS SHALL BE INSTALLED AT AREAS NOTED PER THE EBBA THRUST RESTRAINT DESIGN PROGRAM SPECIFICATIONS.

27. CONDUITS SHALL BE INSTALL AND AVAILABLE FOR FUTURE MONITORING OF ALL FIRE PROTECTION DEVICES.

28. ALL WORK SHALL BE INSPECTED BY THE FIRE DEPARTMENT PRIOR TO INSTALLING GROUND MATERIALS.

29. TO SCHEDULE A FIRE DEPARTMENT INSPECTION FOR ANY ON-SITE WORK, FOLLOW THE DIRECTIONS USING THE CITY OF ROSEVILLE CITIZEN PORTAL AT PERMITSONLINE.ROSEVILLE.CA.US. THE FOLLOWING BD NUMBER BELOW SHALL BE USED WHEN SCHEDULING A FIRE DEPARTMENT INSPECTION. A BD NUMBER WILL BE ISSUED UPON APPROVAL. ALL INQUIRING REGARDING INSPECTIONS AND PERMIT FEES SHALL BE MADE BY CALLING (916) 774-5332.

BD_____.

G-2

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

REGISTERED PROFESSIONAL ENGINEER
BRIAN C. WRIGHT
No. C59331
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT GENERAL NOTES

SHEET 3 — OF — 168

Xrefs: DCBT-C-BORDER
Images: cropped COR black logo.tif|cropped COR black logo.tif|Marc_Signature.jpg|

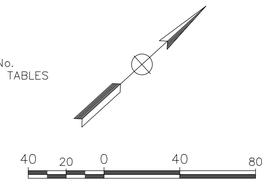
Plotted: 05/18/2023 17:10:02. | Drawing: P:\6ROS013800\TRANSP\DESIGN\ROAD\SHEETS\02-DCBT-GENERAL-NOTES.dwg | Layout: GN-2 | By: cheryl.spatz

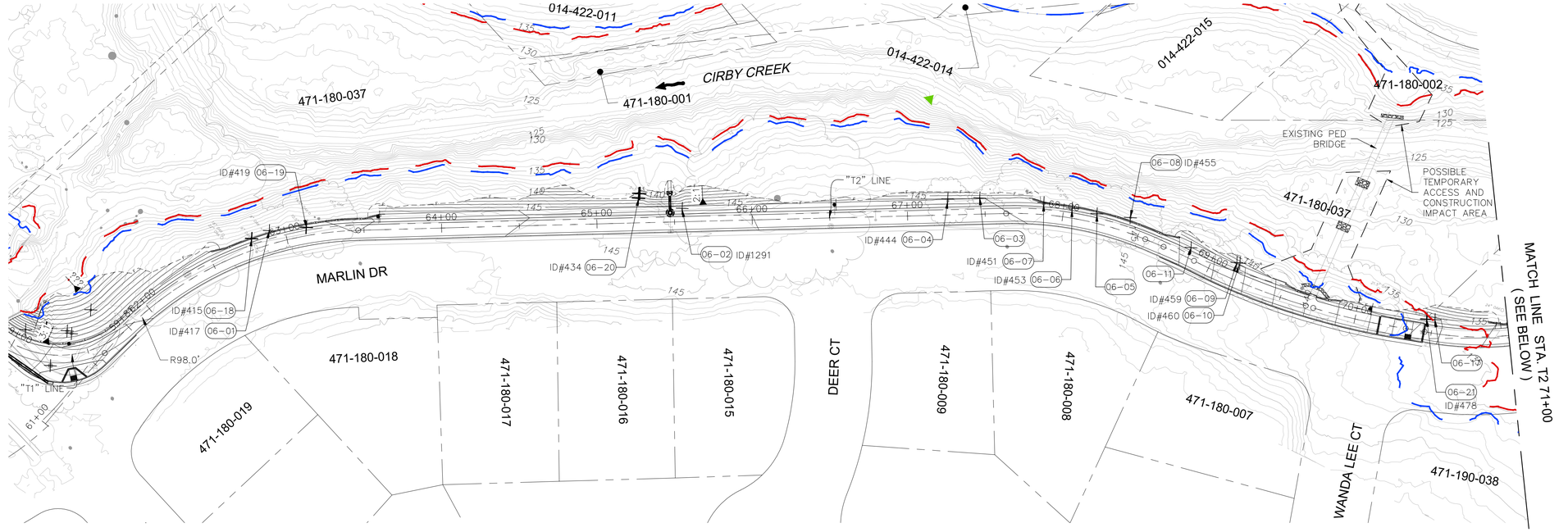
NOTES:

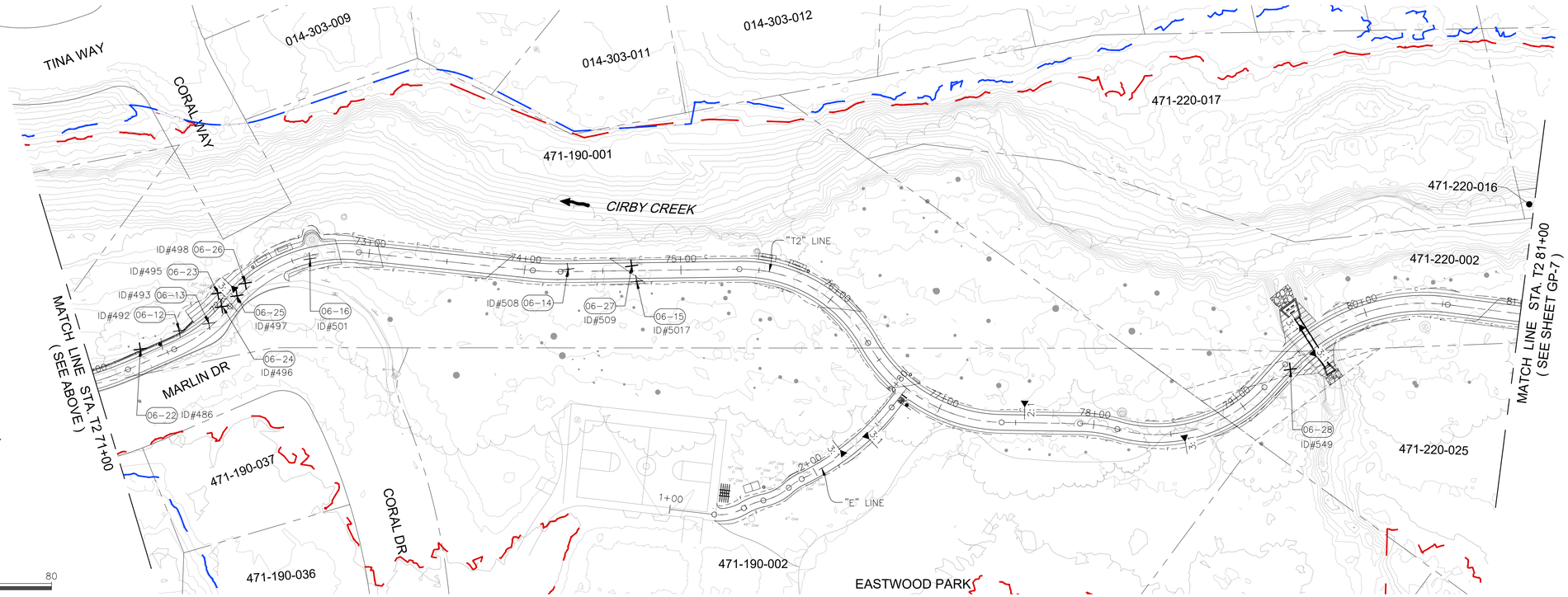
1. CONTRACTOR'S ATTENTION IS DIRECTED TO PERMITTING REQUIREMENTS AND SPECIFICATIONS REGARDING MITIGATION MEASURES.
2. CONTRACTOR MUST MINIMIZE IMPACTS TO ENVIRONMENTALLY SENSITIVE AREAS AND MUST BE FENCED OFF USING TEMPORARY FENCE TYPE ESA OR SIMILAR.
3. ALL OAK TREES WITHIN 20' OF PROPOSED IMPROVEMENT, NOT SHOWN TO BE REMOVED, MUST BE FENCED OFF USING TEMPORARY FENCE TYPE ESA OR SIMILAR.
4. CONTRACTOR'S ATTENTION IS DIRECTED TO PERMITTING REQUIREMENTS REGARDING ALL WORK, INCLUDING ACCESS STAGING AND TEMPORARY CONSTRUCTION ACTIVITIES, WHICH ARE WITHIN THE FLOODPLAIN, WITHIN THE CREEK BANKS AND WITHIN THE ORDINARY HIGH WATER MARK.
5. CONTRACTOR'S ATTENTION IS DIRECTED TO PERMITTING REQUIREMENTS REGARDING IMPACTS TO RIPARIAN HABITAT AND TREE REMOVAL.
6. CONTRACTOR MUST MAKE EVERY EFFORT TO MINIMIZE IMPACTS TO EXISTING VEGETATION. ANY IMPACTS TO TREES, NOT SHOWN ON THE PLANS, AND DEEMED NECESSARY TO FACILITATE TEMPORARY ACCESS, STAGING AND TEMPORARY CONSTRUCTION ACTIVITIES, MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER, BIOLOGICAL REPRESENTATIVE AND CITY ARBORIST.
7. CONTRACTOR MUST PREPARE A STAGING AND ACCESS PLAN FOR APPROVAL BY THE ENGINEER AT LEAST 14 DAYS PRIOR TO WORK COMMENCING.

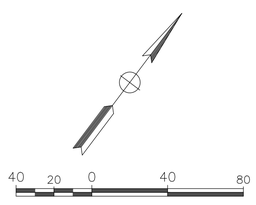
LEGEND:

- ELDERBERRY BUSH LOCATION
- 100-YR WSE
- 10-YR WSE
- ##-## TREE REMOVAL ID No. SEE TREE REMOVAL TABLES









GP-6

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=40'
VERT. 1"=8'

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

REGISTERED PROFESSIONAL ENGINEER BRIAN C. WRIGHT No. C59331 Exp. 6-30-25 CIVIL STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT GRADING PLANS

SHEET 49 OF 168

Xrefs: DCBT-C-BORDERV-TPG-DryCreek_Topo-All|DCBT-C-TOPO-ADDITIONS|DCBT-C-RD|DCBT-X-PL|ORD-R-ROW_purged|Flood_Elevations|DCBT-C-TREE-REMOVAL| 20-103-LWD_Base
Images: cropped CGR block logo.tif|Manc_Signatures.jpg|

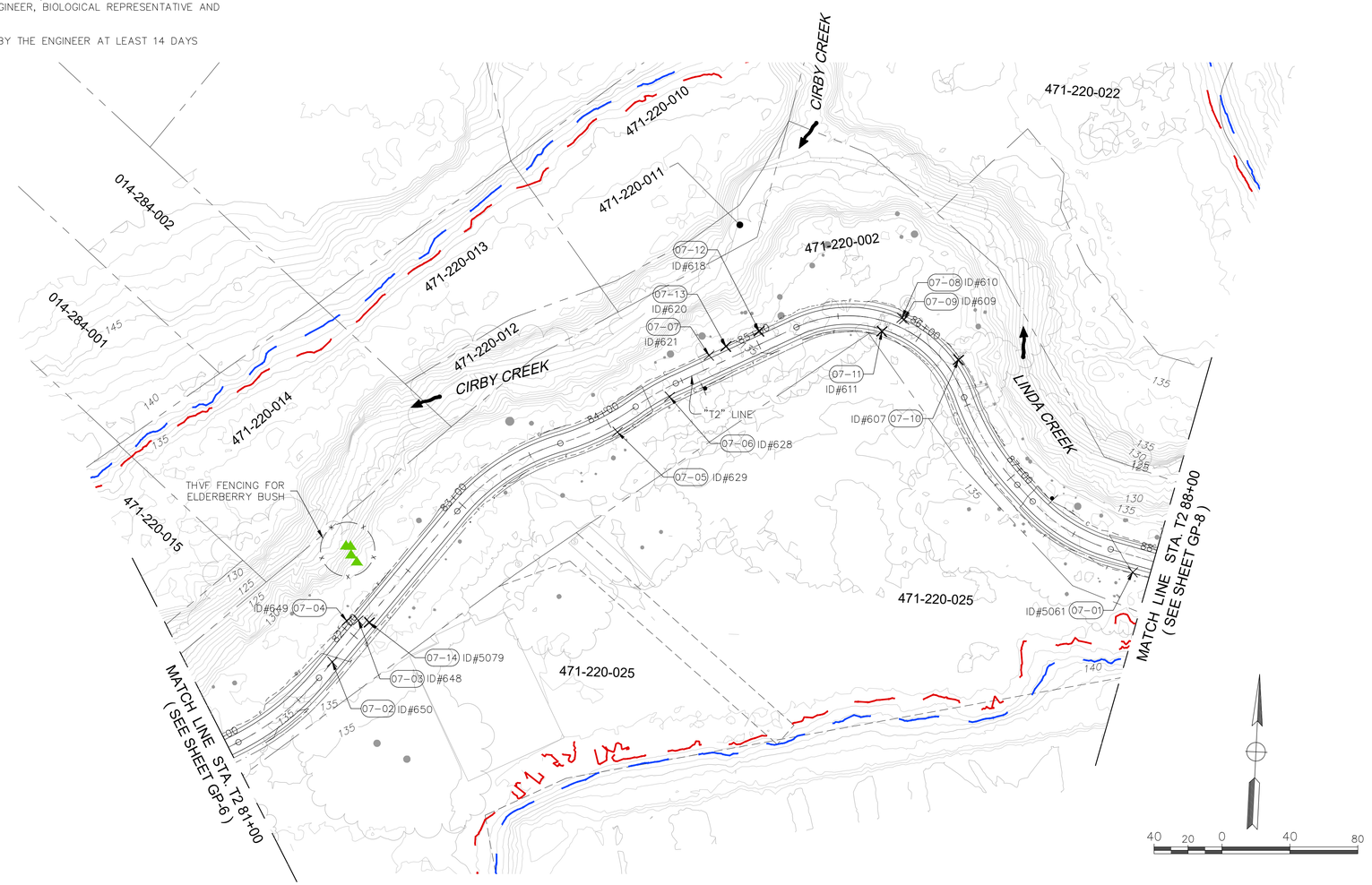
Plotted: 06/27/2023 16:55:25. | Drawing: P:\6ROS013800\TRANSP\DESIGN\ROAD\SHEETS\08-DCBT-GRADING-PLANS__GP6-GP8.dwg | Layout: GP-6 | By: cheryl.spatz

NOTES:

1. CONTRACTOR'S ATTENTION IS DIRECTED TO PERMITTING REQUIREMENTS AND SPECIFICATIONS REGARDING MITIGATION MEASURES.
2. CONTRACTOR MUST MINIMIZE IMPACTS TO ENVIRONMENTALLY SENSITIVE AREAS AND MUST BE FENCED OFF USING TEMPORARY FENCE TYPE ESA OR SIMILAR.
3. ALL OAK TREES WITHIN 20' OF PROPOSED IMPROVEMENT, NOT SHOWN TO BE REMOVED, MUST BE FENCED OFF USING TEMPORARY FENCE TYPE ESA OR SIMILAR.
4. CONTRACTOR'S ATTENTION IS DIRECTED TO PERMITTING REQUIREMENTS REGARDING ALL WORK, INCLUDING ACCESS STAGING AND TEMPORARY CONSTRUCTION ACTIVITIES, WHICH ARE WITHIN THE FLOODPLAIN, WITHIN THE CREEK BANKS AND WITHIN THE ORDINARY HIGH WATER MARK.
5. CONTRACTOR'S ATTENTION IS DIRECTED TO PERMITTING REQUIREMENTS REGARDING IMPACTS TO RIPARIAN HABITAT AND TREE REMOVAL.
6. CONTRACTOR MUST MAKE EVERY EFFORT TO MINIMIZE IMPACTS TO EXISTING VEGETATION. ANY IMPACTS TO TREES, NOT SHOWN ON THE PLANS, AND DEEMED NECESSARY TO FACILITATE TEMPORARY ACCESS, STAGING AND TEMPORARY CONSTRUCTION ACTIVITIES, MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER, BIOLOGICAL REPRESENTATIVE AND CITY ARBORIST.
7. CONTRACTOR MUST PREPARE A STAGING AND ACCESS PLAN FOR APPROVAL BY THE ENGINEER AT LEAST 14 DAYS PRIOR TO WORK COMMENCING.

LEGEND:

- ELDERBERRY BUSH LOCATION
- 100-YR WSE
- 10-YR WSE
- (##-##) TREE REMOVAL ID No. SEE TREE REMOVAL TABLES



GP-7

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=40'
VERT. 1"=8'

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT GRADING PLANS

SHEET 50 OF 168

Xrefs: DCBT-C-BORDERN-TPC-DryCreek_Topo-All|DCBT-C-TOPO-ADDITIONS|DCBT-C-RD|DCBT-X-PL|ORD-R-RDWY_purged|Flood_Elevations|DCBT-C-TREE-REMOVAL| 20-103-LWD_Base
Images: cropped COR block logo.tif|Marc_Signature.jpg|

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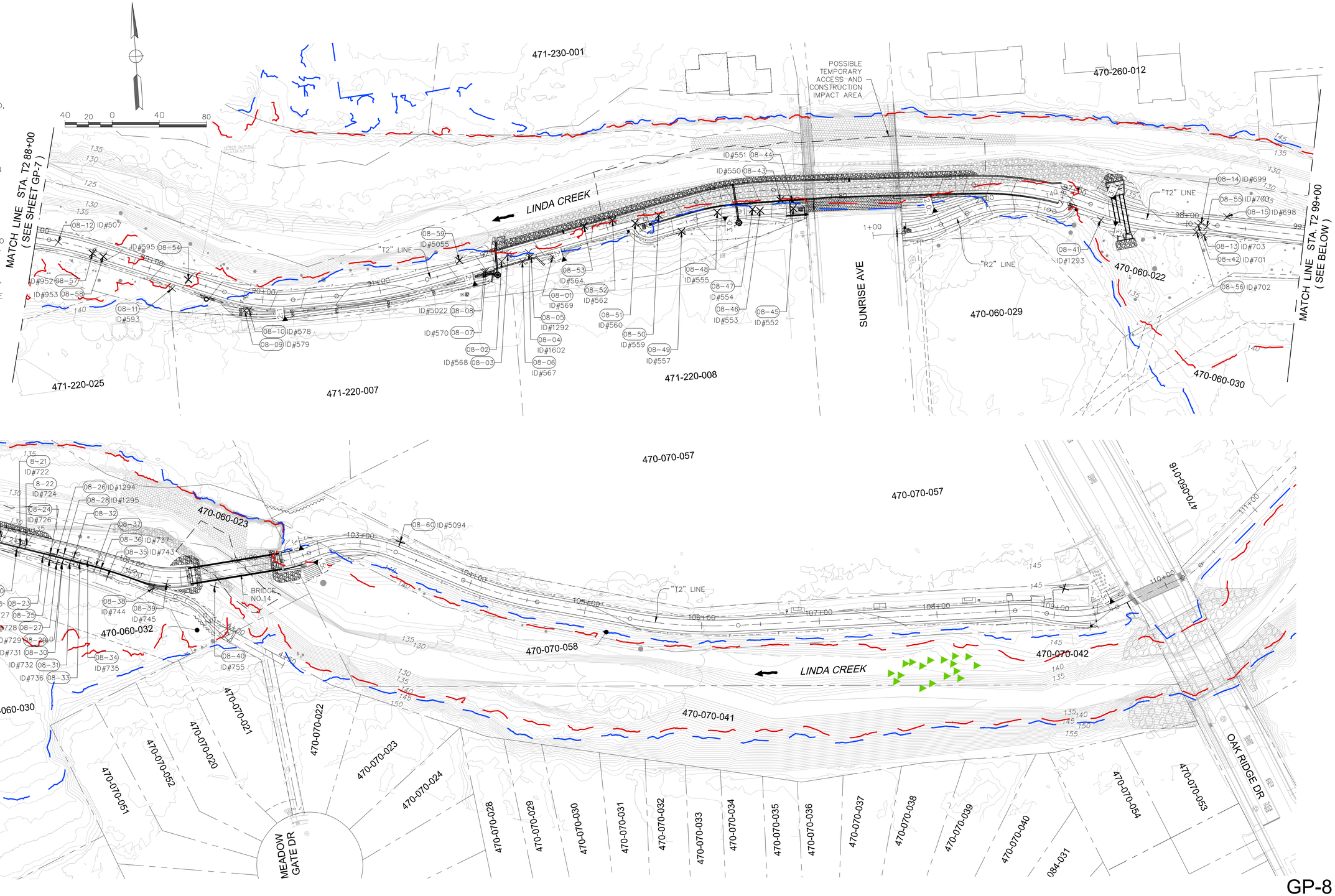
NOTES:

1. CONTRACTOR'S ATTENTION IS DIRECTED TO PERMITTING REQUIREMENTS AND SPECIFICATIONS REGARDING MITIGATION MEASURES.
2. CONTRACTOR MUST MINIMIZE IMPACTS TO ENVIRONMENTALLY SENSITIVE AREAS AND MUST BE FENCED OFF USING TEMPORARY FENCE TYPE ESA OR SIMILAR.
3. ALL OAK TREES WITHIN 20' OF PROPOSED IMPROVEMENT, NOT SHOWN TO BE REMOVED, MUST BE FENCED OFF USING TEMPORARY FENCE TYPE ESA OR SIMILAR.
4. CONTRACTOR'S ATTENTION IS DIRECTED TO PERMITTING REQUIREMENTS REGARDING ALL WORK, INCLUDING ACCESS STAGING AND TEMPORARY CONSTRUCTION ACTIVITIES, WHICH ARE WITHIN THE FLOODPLAIN, WITHIN THE CREEK BANKS AND WITHIN THE ORDINARY HIGH WATER MARK.
5. CONTRACTOR'S ATTENTION IS DIRECTED TO PERMITTING REQUIREMENTS REGARDING IMPACTS TO RIPARIAN HABITAT AND TREE REMOVAL.
6. CONTRACTOR MUST MAKE EVERY EFFORT TO MINIMIZE IMPACTS TO EXISTING VEGETATION. ANY IMPACTS TO TREES, NOT SHOWN ON THE PLANS, AND DEEMED NECESSARY TO FACILITATE TEMPORARY ACCESS, STAGING AND TEMPORARY CONSTRUCTION ACTIVITIES, MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER, BIOLOGICAL REPRESENTATIVE AND CITY ARBORIST.
7. CONTRACTOR MUST PREPARE A STAGING AND ACCESS PLAN FOR APPROVAL BY THE ENGINEER AT LEAST 14 DAYS PRIOR TO WORK COMMENCING.

LEGEND:

- ELDERBERRY BUSH LOCATION
- 100-YR WSE
- 10-YR WSE
- ##-## TREE REMOVAL ID No. SEE TREE REMOVAL TABLES



GP-8

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=40'
VERT. 1"=8'

CITY# 400022

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: CHERYL SPATZ DATE 05/2023
CHECKED BY: BRIAN WRIGHT DATE 05/2023
DRAWN BY: AMENAH ALKAWAZ DATE 05/2023

REGISTERED PROFESSIONAL ENGINEER BRIAN G. WRIGHT No. C59331 Exp. 6-30-25 CIVIL STATE OF CALIFORNIA

DRY CREEK GREENWAY EAST PHASE 1 TRAIL IMPROVEMENT PROJECT GRADING PLANS

SHEET 51 OF 168

Xrefs: DCBT-C_BORDER\N-TPG-DryCreek_Topo-All|DCBT-C-TOPO-ADDITIONS|DCBT-C-RD|DCBT-X-PLJORD-R-RDWY_purged|Flood_Elevations|DCBT-C-TREE-REMOVAL| 20-103-LWD_Base images: cropped COR black logo.tif|More_Signature.jpg|

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APPENDIX B

Progress Payment/Final Release Forms

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____ Project: _____

Address: _____ Acct.No: _____

Contract Summary		
Original Contract Amount:	(1)	
Approved Change Orders through #: _____	(2)	
Quantity Changes (Requires Project Engineer/Inspector verification):	(3)	
Total Contract Amount to Date:	(4)	

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments (Payment through PP#_____)			
Change Order Payments (CCO#_____ through _____)			
Total Earnings			
Less: Retention: (0%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer:	**Senior Engineer:**	**Contractor:**
Date:	**Date:**	**Date:**

Form CC 1 REV: 09/17

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct#: _____

Contrac: _____

_____

PROJECT PAYMENT ESTIMATE

Payment Estimate No: _____

Work Performed Through: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Contract Amount	This Estimate		Previous Estimates		Work Completed		Work Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0%	$ -	0%	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
					$ -		$ -	0	$ -	0	$ -	0	$ -
TOTALS:					$ -		$ -		$ -		$ -		$ -

CITY OF ROSEVILLE CALIFORNIA

Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:
Accompanying Progress Payment # (or Final Payment) _____ **have been reviewed and the actual quantities verified.**

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
						$ -			$ -	0		$ -
Totals						$ -			$ -			$ -

Contractor Signature **Date**

Resident Engineer Signature **Date**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

From: _____
Name of Contractor/Claimant

_____
Address

Date: _____

Payment Request No: _____

Acct.No: _____

Project Name: _____

To/Owner: CITY OF ROSEVILLE
Department of Public Works
Engineering Division
311 Vernon Street
Roseville, CA 95678

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: _____

Check Payable To: _____

Exceptions

Signature

Claimant Signature _____ **Print Name:** _____

Claimant Title _____ **Date:** _____

Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: California Rural Indian Health Board (CRIHB) Fence

Project Location(s): 1020 Sundown Way and 726 Sunrise Avenue (APNs 471-220-002 and -025), Roseville, CA 95661

Project Description: The Public Works Department proposes to construct 950 linear feet of fence along the south side of the Dry Creek Greenway East – Phase 1 Trail, and immediately adjacent to property owned by the California Rural Indian Health Board (CRIHB), located at 1020 Sundown Way. Improvements include installation of an 8-foot tall redwood and steel fence, minor grading, and new landscaping. Most of the fence would be built on City-owned property, but a portion would follow along trail easement that crosses into western corner of the CRIHB's property. The fence would be appurtenant to CRIHB's facility and provide privacy between it and users of the public Dry Creek Greenway East trail.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Public Works Department

Reason why this Project is Exempt: This project qualifies for a Class 11 Exemption as described in Section 15311 of the California Environmental Quality Act (CEQA) guidelines which states:

> "Class 11 consists of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities…"

The project involves the construction of a fence to provide privacy between a public trail and a property owned by the CRIHB and would be accessory to that property, so the Class 11 Categorical Exemption is applicable to the project.

Lead Agency Contact Person: Cathy Gosalvez, Associate Engineer, Public Works Department – Engineering Division, 311 Vernon Street, Roseville, CA 95678. (916) 746-1300

Signature: Jessica Lynch Date: 3/24/2025

Jessica Lynch, Environmental Coordinator
City of Roseville

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.23
File #: 0800-02 & 0201-01
Item ID: 2026-447

Title:	Water Utility Staffing Study Project - Professional Services Agreement Amendment and Budget Adjustment
Contact:	George Hanson 916-746-1764 ghanson@roseville.ca.us

SUMMARY

Staff recommends approval of a professional services agreement amendment for the Water Utility Staffing Study Project, with Brown and Caldwell, Inc., to add $19,922 to the original not-to-exceed amount of $96,489, bringing the revised not-to-exceed amount to $116,411. Staff also recommends a budget adjustment in the amount of $19,922 to further fund the study. Funds for the budget adjustment will come from available resources in the Water Operations Fund.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution to approve the First Amendment to Professional Services Agreement with Brown and Caldwell, Inc. for the Water Utility Staffing Study Project and authorize the City Manager to execute it on behalf of the City of Roseville; and

2. Adopt an ordinance to approve a budget adjustment appropriating $19,922 of available resources in the Water Operations Fund to be applied to the non-capital multi-year Water Utility Staffing Study Project.

BACKGROUND

The City entered into an agreement with Brown and Caldwell, Inc. to provide planning services and data analysis for a Water Utility Staffing Study in accordance with the scope of services approved by City Council, August 16, 2024.

As part of planning efforts for a new Utility Operations Center, in 2020 the Environmental Utilities Department (EU) developed a conceptual plan for this project and, as part of that evaluation, developed staffing projections through buildout of the City (2020 Site Evaluation for City Services).

For the EU Rates Study which kicked off in 2022, the Water Utility developed a 10-year staffing projection as part of that study and extrapolated those projections to develop staffing projections through 2045.

EU also hired a consulting firm in 2023 who is conducting the environmental analysis and predesign work for the Utilities Operations Center. Based on the work by this consulting firm, staffing projections through 2050 have been developed.

All three effortsprovided distinctly varying information regarding staffing levels since the assumptions used

for all the efforts were always consistent.

This current study is to consolidate the data from the 3 previous efforts, validate the assumptions used, and establish a broader range of criteria that were not considered in the earlier efforts.

This study will also further evaluate staffing needs for the Water Utility Division based on Levels of Service (LOS). The LOS that is being conducted includes a comprehensive background review, staff interviews, field study, and a comparison analysis with similar-sized and similar function utilities.

A draft of the Staffing Alternatives Analysis was delivered by Brown and Caldwell, Inc. to the City in the fall of 2025. City and Brown and Caldwell staff have been reviewing and adjusting the analysis to reflect additional input provided by the Water Utility. As the project has evolved, additional work has been identified that was not contemplated in the original scope of work.

The following list itemizes the amendment scope items:

Project Management

- Preparation of Amendment 1 scope and budget.
- Project Management activities including schedule management, monthly client check-in calls, invoices, status reports, and team/client coordination incurred by an extension in contract length to manage the project through August 2026. This results in 14 months of additional PM activities.

Data Collection

- Preparation for and facilitation of an additional virtual LOS Workshop with two BC attendees.
- Extended field study preparation and review meetings, plus an extended field day meeting with 10 Water Utility groups.
- Additional staff interviews with SCADA, maintenance, and compliance teams.

Development of Study

- Extended review and adjustments to staffing alternatives.
- Individual alternatives review with each Water Utility Section Leader.

FISCAL IMPACT

The recommended professional services agreement amendment will add $19,922 to the original not-to-exceed amount of $96,489, bringing the revised not-to-exceed amount to $116,411. Staff is also recommending a budget adjustment of $19,922 to fund the amendment to fully cover the cost of the study. This will be funded from available resources in the Water Operations Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foresee a indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a professional services amendment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
George Hanson, Water Utility Manager

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 26-222
2. First Amendment
3. Ordinance 7077
4. Amendment 01 Justification Letter Revised 20250512

REVIEWERS:

Janice Gainey, Environmental Utilities Department - Water	Created/Initiated - 5/18/2026
George Hanson, Environmental Utilities Department - Water	Approved - 5/20/2026
Devin Whittington, Environmental Utilities Department	Approved - 5/21/2026
Sean Bigley, Environmental Utilities Department - All	Approved - 5/22/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

RESOLUTION NO. 26-222

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, INC., AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Professional Services Agreement for the Water Utility Staffing Study Project, by and between the City of Roseville and Brown and Caldwell, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

Water Utility Staffing Study

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 15th day of May, 2026, by and between the City of Roseville, a municipal corporation ("CITY"), and Brown and Caldwell, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated September 18, 2024 ("Agreement") regarding Water Utility Staffing Study ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated May 12, 2026, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.

2. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay nineteen thousand, nine hundred twenty-two dollars ($19,922), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement. This brings the total not to exceed contract amount to one hundred sixteen thousand, four hundred eleven dollars ($116,411)."

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

BROWN AND CALDWELL, a
California corporation

BY: Adam D. Ross
its: Vice President

and

BY: Yolanda Harden
its: Assistant Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
SEAN BIGLEY
Environmental Utilities Director

“EXHIBIT “A”

11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

T: 916.444.0123

May 12, 2026

Roseville Staffing Evaluation

George Hanson
City of Roseville, Water Utility
316 Vernon St
Roseville, CA 95678

Project No. 152360

Subject: Amendment 01 Justification

Dear George:

Brown and Caldwell (BC) is currently under contract with the City of Roseville to provide planning services in accordance with the scope of services executed on August 16, 2024. The original contract amount was $96,489 for work anticipated between October 2024 and June 2025.

Draft Staffing Alternatives were delivered to the City of Roseville in October 2025. Brown and Caldwell is requesting the release of an additional $19,922 to address additional work requested since project initiation and to accommodate the extended project timeline. The City of Roseville will be responsible for providing timely feedback on the staffing alternatives, report, and outreach materials. BC will provide services for the contract, including this Amendment 01 up to the limit of the budget.

Attachment A – Amendment 1 Fee Proposal itemizes the additional funds requested to continue conducting the Staffing Evaluation. At this time, Phase 400 – Report Development and Phase 500 – Outreach tasks are not anticipated to require any additional level of effort, contingent upon the assumptions included in Attachment B – Schedule of amended steps for completion.

Attachment B – Schedule outlines the amended steps for the Staffing Evaluation, assuming all feedback from the City of Roseville was received by May 29, 2026.

The following list itemizes the amendment scope items.

Phase 100 – Project Management

- Preparation of Amendment 1 scope and budget.
- Project Management activities including schedule management, monthly client check-in calls, invoices, status reports, and team/client coordination incurred by an extension in contract length to manage project through August 14, 2026. This results in 14 months of additional PM activities.

Phase 200 – Data Collection

- Preparation for and facilitation of an additional virtual LOS Workshop with two BC attendees.

- Extended field study preparation and review meetings, plus an extended field day meeting with 10 Water Utility groups conducted by one BC field staff and one office staff coordinator.
- Additional staff interviews with SCADA, maintenance, and compliance teams.

Phase 300 – Development of Study

- Extended review and adjustments to staffing alternatives.
- Individual alternatives review with each Water Utility Section Leader.

Very truly yours,

Brown and Caldwell



Kirk Olds, Project Manager

Cc:
Kirk Olds, Brown and Caldwell

Attachments (1)
A. Amendment 1 Fee Proposal
B. Schedule

Attachment A – Amendment 01 Fee Proposal

		Emily Murphy		Kirk Olds		Jacqueline Bates		Lindsay Surio		Lee Lambert		Mary Gallant				
		PM		Technical Advisor		PA		Billing		O&M Specialist		Staff Support		APC		
		$215.00		$354.00		$156.00		$129.00		$273.00		$129.00		$10.00		<-updated to 2026 rates
Phase	**Task**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Total**
100	Project Management	8	$1,720.00	14	$4,956.00	14	$2,184.00	9	$1,161.00		$0.00		$0.00	45	$450.00	$10,471.00
200	Data Collection	13	$2,795.00	2	$708.00		$0.00		$0.00	8	$2,184.00		$0.00	23	$230.00	$5,917.00
300	Development of Study	6	$1,290.00	6	$2,124.00		$0.00		$0.00		$0.00		$0.00	12	$120.00	$3,534.00
400	Report Development		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00
500	Outreach	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
													Total			**$19,922.00**

Attachment B – Schedule to Complete

Activity/Milestone	Completion Date	Notes/Assumptions[1]
BC submits draft report for City of Roseville (COR) review	June 19, 2026	All COR comments on and revisions to the Staffing Alternatives have been received by May 29, 2026
BC submits draft Outreach slide deck for COR Review	June 26, 2026	Outreach slide deck will summarize the evaluation approach and key findings – COR will inform BC of intended audience and desired overall outreach message by June 12, 2026
COR returns draft report review comments to BC	July 10, 2026	Receipt of one consolidated, non-conflicting set of comments
COR returns draft Outreach slide deck review comments to BC	July 17, 2026	Receipt of one consolidated, non-conflicting set of comments
BC prepares and submits final report to COR	July 24, 2026	
BC prepares and submits final Outreach slide deck to COR	July 31, 2026	
Project Closed Out	August 14, 2026	

1. Additional review cycles, changed direction, and/or audience-specific outreach versions of the outreach slide deck may require additional budget or schedule adjustment.

ORDINANCE NO. 7077

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for the Water Utility Staffing Study Project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	George Hanson, Water Utility Manager	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Joseph Barrow, EU Business Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	EU Water		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	5301	84001	500538	19,922	Increase professional services budget for the Water Staffing Study project
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				19,922	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	19,922	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	3601	00000	000000	(19,922)	Decrease Water Operations Fund balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(19,922)	

Justification for Budget Adjustment:

The Environmental Utilities Department is requesting a budget adjustment of $19,922 to increase the Water Staffing Study project (500538) budget from available resources in the Water Operations fund.

Additional work has been identified that was not contemplated in the original scope of work.

The current project budget is $96,489. With this adjustment the revised project budget will total $116,411.

11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

T: 916.444.0123

May 12, 2026

Roseville Staffing Evaluation

George Hanson
City of Roseville, Water Utility
316 Vernon St
Roseville, CA 95678

Project No. 152360

Subject: Amendment 01 Justification

Dear George:

Brown and Caldwell (BC) is currently under contract with the City of Roseville to provide planning services in accordance with the scope of services executed on August 16, 2024. The original contract amount was $96,489 for work anticipated between October 2024 and June 2025.

Draft Staffing Alternatives were delivered to the City of Roseville in October 2025. Brown and Caldwell is requesting the release of an additional $19,922 to address additional work requested since project initiation and to accommodate the extended project timeline. The City of Roseville will be responsible for providing timely feedback on the staffing alternatives, report, and outreach materials. BC will provide services for the contract, including this Amendment 01 up to the limit of the budget.

Attachment A – Amendment 1 Fee Proposal itemizes the additional funds requested to continue conducting the Staffing Evaluation. At this time, Phase 400 – Report Development and Phase 500 – Outreach tasks are not anticipated to require any additional level of effort, contingent upon the assumptions included in Attachment B – Schedule of amended steps for completion.

Attachment B – Schedule outlines the amended steps for the Staffing Evaluation, assuming all feedback from the City of Roseville was received by May 29, 2026.

The following list itemizes the amendment scope items.

Phase 100 – Project Management

- Preparation of Amendment 1 scope and budget.
- Project Management activities including schedule management, monthly client check-in calls, invoices, status reports, and team/client coordination incurred by an extension in contract length to manage project through August 14, 2026. This results in 14 months of additional PM activities.

Phase 200 – Data Collection

- Preparation for and facilitation of an additional virtual LOS Workshop with two BC attendees.

- Extended field study preparation and review meetings, plus an extended field day meeting with 10 Water Utility groups conducted by one BC field staff and one office staff coordinator.
- Additional staff interviews with SCADA, maintenance, and compliance teams.

Phase 300 – Development of Study

- Extended review and adjustments to staffing alternatives.
- Individual alternatives review with each Water Utility Section Leader.

Very truly yours,

Brown and Caldwell



Kirk Olds, Project Manager

Cc:
Kirk Olds, Brown and Caldwell

Attachments (1)
A. Amendment 1 Fee Proposal
B. Schedule

Attachment A – Amendment 01 Fee Proposal

		Emily Murphy		Kirk Olds		Jacqueline Bates		Lindsay Surio		Lee Lambert		Mary Gallant				
		PM		Technical Advisor		PA		Billing		O&M Specialist		Staff Support		APC		
		$215.00		$354.00		$156.00		$129.00		$273.00		$129.00		$10.00		<-updated to 2026 rates
Phase	**Task**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Total**
100	Project Management	8	$1,720.00	14	$4,956.00	14	$2,184.00	9	$1,161.00		$0.00		$0.00	45	$450.00	$10,471.00
200	Data Collection	13	$2,795.00	2	$708.00		$0.00		$0.00	8	$2,184.00		$0.00	23	$230.00	$5,917.00
300	Development of Study	6	$1,290.00	6	$2,124.00		$0.00		$0.00		$0.00		$0.00	12	$120.00	$3,534.00
400	Report Development		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00
500	Outreach	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
													Total			**$19,922.00**

Attachment B – Schedule to Complete

Activity/Milestone	Completion Date	Notes/Assumptions[1]
BC submits draft report for City of Roseville (COR) review	June 19, 2026	All COR comments on and revisions to the Staffing Alternatives have been received by May 29, 2026
BC submits draft Outreach slide deck for COR Review	June 26, 2026	Outreach slide deck will summarize the evaluation approach and key findings – COR will inform BC of intended audience and desired overall outreach message by June 12, 2026
COR returns draft report review comments to BC	July 10, 2026	Receipt of one consolidated, non-conflicting set of comments
COR returns draft Outreach slide deck review comments to BC	July 17, 2026	Receipt of one consolidated, non-conflicting set of comments
BC prepares and submits final report to COR	July 24, 2026	
BC prepares and submits final Outreach slide deck to COR	July 31, 2026	
Project Closed Out	August 14, 2026	

1. Additional review cycles, changed direction, and/or audience-specific outreach versions of the outreach slide deck may require additional budget or schedule adjustment.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.24
File #: 0800-02
Item ID: 2026-445

Title:	Dry Year Water Supply and Infrastructure Needs Assessment – Sole Source Professional Services Agreement
Contact:	Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

SUMMARY

Staff recommends approval and award of a sole source professional services agreement to West Yost, Inc. in the amount of $74,800 for a Dry Year Water Supply and Infrastructure Needs Assessment. Funding for this project is from the Water Operations Fund. Staff further is requesting approval for a future amendment to execute the anticipated Phase 2 scope of work without returning to City Council as long as the Phase 2 cost does not exceed $60,000. With Phase 2 efforts included, the not-to-exceed budget for this project would be $134,800. This sole source request is similar to the Critical Dry Year Evaluation that West Yost conducted for the City in 2015 and allows West Yost to leverage, as applicable, the knowledge developed during the 2015 study for this current effort. Additionally, West Yost is currently updating the City's Distribution System's Current and Buildout Hydraulic Model, and this model will be utilized for this study. Funding for this project is from the Water Operations Fund.

RECOMMENDATION

Staff is recommending that the City Council:

1. Adopt a resolution to approve a Professional Services Agreement in the amount of $74,800 with West Yost Inc. for the Dry Year Water Supply and Infrastructure Needs Assessment and authorize the City Manager to execute it on behalf of the City of Roseville.
2. Approve authority for the City Manager or his designee to execute the Phase 2 Amendment without returning to City Council as long as the scope of work for the amendment does not exceed $60,000.

BACKGROUND

The City currently obtains 100 percent of its surface water supply from Folsom Lake. The drought conditions experienced in 2013 and into 2014 resulted in extremely low water levels in Folsom Lake. To address potential supply risk associated with potential prolonged dry conditions, the City conducted a Critical Dry Year Water Supply and Infrastructure Needs Assessment in 2015. The objectives of that study, conducted by West Yost, were to identify alternative water supplies, required infrastructure improvements, and revised operational protocols to meet both existing and future potable water demands and address potential supply risks. The City has been evaluating various solutions identified that can help mitigate the impacts of drought to the City's surface water supplies. One of the scenarios the City is considering analyzing is an alternate supply source from Sacramento Suburban Water District (SSWD).

The City is requesting West Yost conduct this assessment and prepare a Technical Memorandum (TM) summarizing the evaluation and its findings. The evaluation will focus on the ability to meet dry-year water supply conditions without supply from the City's Water Treatment Plant and supplement supply from SSWD instead. This will be similar to the Critical Dry Year Evaluation that West Yost conducted for the City in 2015 and allows West Yost to leverage, as applicable, the knowledge developed during the 2015 study

for this current effort. Additionally, West Yost is currently updating the City's Distribution System's Current and Buildout Hydraulic Model, and this model will be utilized for this SSWD study.

The proposal is for a not-to-exceed cost of $74,800, which is below the City Council limit of $75,000. This scope includes performing existing and future dry-year water supply and infrastructure needs assessments.

A second phase of this effort is contemplated that would additionally have the Consultant conduct an evaluation of the infrastructure needed from the SSWD water system to support reliable delivery of potable water supplies from SSWD to the City under critical dry year scenarios. This optional effort may include review of available SSWD water system information, coordination with SSWD staff, and/or development of planning-level hydraulic modeling to assess the ability of the SSWD water system to convey the quantity of water identified for evaluation under the dry-year scenarios.

This optional task would only be implemented if requested by the City and, if authorized to proceed, West Yost would submit a budget for the City's approval prior to initiating the work. The scope and fee could be defined once the task-specific objectives, data availability, and extent of coordination or modeling required are better defined.

Because authorization of the optional second phase of work would increase the contract amount above the Council limit, staff is proceeding with a request for sole source authorization at this time.

FISCAL IMPACT

The Dry Year Water Supply and Infrastructure Needs Assessment will be funded by existing budget appropriation within the Water Operations Fund for a not to exceed amount of $134,800.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Dry Year Water Supply and Infrastructure Needs Assessment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Janice Gainey, Principal Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 26-221
2. Professional Services Agreement

REVIEWERS:

Janice Gainey, Environmental Utilities Department - Water	Created/Initiated - 5/14/2026
George Hanson, Environmental Utilities Department - Water	Approved - 5/27/2026
Devin Whittington, Environmental Utilities Department	Approved - 5/27/2026
Sean Bigley, Environmental Utilities Department - All	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-221

APPROVING A SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST YOST & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Sole Source Professional Services Agreement for the Dry Year Water Supply and Infrastructure Needs Assessment, by and between the City of Roseville and West Yost & Associates, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute an optional Amendment to Agreement for Phase 2 without further City Council approval, provided that the applicable budget is approved by the City Council and the total scope of work amount does not exceed sixty thousand dollars ($60,000).

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL SERVICES AGREEMENT

Dry Year Water Supply and Infrastructure Needs Assessment

THIS AGREEMENT is made and entered into this____day of_____, 20_, by and between the City of Roseville, a municipal corporation ("CITY"), and West Yost & Associates, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of identifying potential dry year water supply conveyance alternatives; and

WHEREAS, CONSULTANT has prepared a proposal dated April 22, 2026, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A." Total compensation shall not exceed seventy-four thousand, eight hundred dollars ($74,800).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy,

and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

6. Time is of the Essence. CONSULTANT shall perform its services to meet the agreed schedule as expeditiously as is consistent with the exercise of professional skill and care and orderly progress of the Project. In no event with CONSULTANT be responsible for damages due to delays beyond CONSULTANT's reasonable control.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages

applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

10. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract

on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

11. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

12. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

13. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools,

vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

14. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such

materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

17. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

18. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

20. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

21. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Environmental Utilities Department Attn: Sean Bigley 2005 Hilltop Circle Roseville, CA 95747	West Yost & Associates, Inc. Attn: Charles Duncan 2020 Research Park Drive, Suite 100 Davis, CA 95618

Either party may amend its address for notice by giving notice to the other party in writing.

22. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No._____, adopted by the Council of the City of Roseville on the____day of_____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

WEST YOST & ASSOCIATES, INC., a California corporation

BY:_____
its: Greg Chung, Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: _____
its: Jeffrey L. Wanlass, Treasurer

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
SEAN BIGLEY
Environmental Utilities Director

EXHIBIT "A"

WEST YOST
Water. Engineered.

2020 Research Park Drive
Suite 100
Davis CA 95618

530.756.5905 phone
530.756.5991 fax
westyost.com

April 22, 2026

SENT VIA: EMAIL

George Hanson
Water Utility Manager
Environmental Utilities Department
City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

SUBJECT: Proposal for Engineering Services—Dry Year Water Supply and Infrastructure Needs Assessment

Dear George:

In response to your request, West Yost is pleased to submit this proposed scope of services and corresponding cost estimate to provide engineering services associated with identifying potential dry year water supply conveyance alternatives from Sacramento Suburban Water District (SSWD), in support of the City of Roseville's (City's) existing and buildout potable water demands.

BACKGROUND

The City currently obtains 100 percent of its surface water supply from Folsom Lake. As a result of the dry conditions in 2013, which continued into 2014, the potential for a "dead pool" condition occurred in early 2014. Under dead pool conditions, all flows out of Folsom Lake, including water supplies for the City, would stop due to the historical low water level in the lake. The dead pool volume for Folsom Lake equates to a volume of approximately 100,000 acre-feet (af). This is approximately 10 percent of the total reservoir capacity of 977,000 af and 20 percent of historical average wintertime storage of about 500,000 af.

Fortunately, enough rainfall occurred in the early months of 2014 to avoid a dead pool condition. However, based on these unprecedented conditions, future operation of Folsom Lake may be modified and, if the dry conditions persist, the future water supply from Folsom Lake to the City could be significantly reduced or stopped completely. These extraordinary conditions prompted the City to conduct a Critical Dry Year Water Supply and Infrastructure Needs Assessment in May 2015 to identify alternative water supplies, required infrastructure improvements and revised operational protocols to meet both existing and future potable water demands.

The conclusion of the May 2015 evaluation was that overall, the City's existing potable water system could provide adequate system pressures to existing customers during the dry year conditions by reducing system demands (conservation). A new pump station at Pleasant Grove Boulevard should be considered to deliver the excess groundwater supply from Pressure Zone (Zone) 4 to Zone 1, and a new pump station at PFE Road would be required to deliver emergency water supply from SSWD because the hydraulic head at the SSWD emergency connection point is lower than the City's Zone 1.

The City's buildout system could provide adequate system pressures to the existing and future customers during the dry year conditions with future groundwater wells, storage tanks and pump stations. It was recommended that the City consider relocating some of the proposed future groundwater well sites to Zone 1 to reduce the pumping requirement from Zone 4 to Zone 1 during the off-peak demand condition. Additionally, the City should consider the potential of including a delivery location for the Sacramento River supply in Zone 1, near the intersection of Baseline Road and Woodcreek Oaks Boulevard, once the Sacramento River Water Supply Project (RiverArc) is closer to development. This could be an alternative site to the Sierra Vista Reservoir Site.

Based on the City's concern regarding the reliability of its Folsom Lake water supply, the City requested West Yost to conduct this assessment and prepare a Technical Memorandum (TM) summarizing the evaluation and its findings. The evaluation will focus on the ability to meet dry-year water supply conditions without supply from the City's Water Treatment Plant and supplement supply from SSWD instead.

SCOPE OF SERVICES

The following is a list of the key tasks necessary to perform this proposed scope of services, each further described below:

- Task 1. Project Management and Meetings
- Task 2. Collect and Review Data
- Task 3: Perform Existing Dry-Year Water Supply and Infrastructure Needs Assessment
- Task 4: Perform Future Dry-Year Water Supply and Infrastructure Needs Assessment (Scenario #1)
- Task 5: Perform Future Dry-Year Water Supply and Infrastructure Needs Assessment (Scenario #2)
- Task 6: Prepare Technical Memorandum

Task 1. Project Management and Meetings

West Yost will provide overall project management activities to keep this project on schedule and within budget. The day-to-day management activities will include the scheduling of resources to perform the work, coordination among the project team, and communication of project progress with City staff. We will also provide brief status reports with our monthly invoice submittal.

West Yost will organize and participate in progress meetings to present interim work products and discuss project issues. These meetings will be scheduled approximately once a month and will focus on the review of completed evaluations and obtaining input from City staff on the development of the TM.

Task 1 Assumptions

- It is assumed that all progress meetings will be conducted online via Microsoft Teams.

Task 1 Deliverables

- Monthly progress reports.
- Up to two (2) Microsoft Teams meetings at 1-hour each.

Task 2. Collect and Review Data

West Yost will review available materials and supplement or update these materials as needed to gain a complete understanding of the water supply, water demand and delivery options for the City. This work will include meeting with City staff to identify and collect pertinent data, studies, reports, and to debrief on the City's discussions with SSWD on the amount of water available from SSWD during a dry year. West Yost also assumes that the City will provide both the existing and future demand conditions to be used in the evaluations, as well as any changes that were recommended in the 2015 evaluation that have been implemented.

As part of Task 2, West Yost will meet with the City and SSWD to further discuss the amount of available water supply under dry-year conditions and the potential points of connection into the City's Zone 1 and/or Zone 4. West Yost assumes that this will be a Microsoft Teams meeting and will not be longer than one hour.

Task 2 Assumptions

- The City will provide West Yost the demand conditions that they would like West Yost to evaluate with the hydraulic model.
- It is assumed that the City will provide the level of conservation West Yost should assume for the dry-year alternative.
- West Yost assumes that the City will reach out to SSWD leadership prior to the joint meeting to align both the City and SSWD with the conceptual plan of receiving dry-year water supply from SSWD.
- Update on the amount of water and connection location/pressure to assume are available from the SSWD during a dry year demand/supply condition.

Task 2 Deliverables

- No deliverable will be provided for this task. Findings will be incorporated into Task 6.

Task 3. Perform Existing Dry-Year Water Supply and Infrastructure Needs Assessment

West Yost will develop and evaluate a single dry-year water supply alternative that will provide the City with operational flexibility to meet existing "dry-year" maximum day demands. Maximum day water demands will be evaluated under a single potable water demand reduction scenario representative of an existing maximum day demand in the City reduced to represent the mandatory conservation requirements for a dry-year water condition. West Yost will run a static model simulation with the hydraulic model assuming that sources of supply could come from the following:

1) No flow from the City's Water Treatment Plant (assumption is there is no available flow from USBR through Folsom Lake)
2) Treated water through interties from PCWA and/or SSWD
3) Groundwater supply from existing City production wells
4) Treated water supply from a new connection from SSWD to Zone 1

West Yost will run a static simulation with the hydraulic model under existing maximum day with a reduction to represent mandatory conservation required during a dry-year water condition scenario and develop a recommended supply scheme for the City to consider. Depending on the location and the quantity of SSWD water supplied to Zone 1 (this will be confirmed during meeting with SSWD leadership team in Task 2), West Yost will develop the recommended infrastructure to distribute the water and maintain minimum pressure and flow criteria.

West Yost will summarize the results and recommendations from the above evaluations into a set of tables and graphics. West Yost will set up a meeting via Microsoft Teams to review the tables and graphics with the City and develop any input for the future demand evaluations.

Task 3 Assumptions

- The City will provide West Yost with the amount of supply to assume is available from the City's existing wells.
- The City will supply West Yost with the mandatory conservation required during a dry-year water condition as a percentage that West Yost can supply to the static model of the existing maximum day demand condition.
- It is assumed that the City will provide the maximum amount of supply that West Yost can assume is available from SSWD during a dry year evaluation.
- It is assumed the City will provide West Yost the points of connection into either Zone 1 or Zone 4 from SSWD.

Task 3 Deliverables

- A set of tables and graphics summarizing the evaluation and results of City's potential surface water supplies and delivery options. Tables and graphics will be submitted electronically via PDF to the City. A virtual meeting will be held to discuss the methodology, the results and obtain comments (combined with Tasks 4 and 5).

Task 4. Perform Future Dry-Year Water Supply and Infrastructure Needs Assessment (Scenario #1)

West Yost will develop and evaluate dry-year water supply alternatives that will provide the City with operational flexibility to meet future maximum day demands. Maximum day water demands will be evaluated under a single future potable water demand reduction scenario representative of a maximum day demand in the City reduced to represent the mandatory conservation requirements for a dry-year water condition. Once the future demand set has been developed, West Yost will run a static simulation with the hydraulic model assuming that sources of supply could come from the following:

- No flow from the City's Water Treatment Plant
  (assumption is there is no available flow from USBR through Folsom Lake)
- Treated water through interties from PCWA and/or SSWD
- Treated water through a new intertie from SSWD to Zone 1
- Groundwater supply from existing and proposed future City production wells

West Yost will run a static simulation with the hydraulic model under a future maximum day with a reduction to represent mandatory conservation required during a dry-year water condition scenario and develop the optimized supply scheme. Depending on the location and the quantity of SSWD water supplied to Zone 1 (this will be confirmed during meeting with SSWD leadership team in Task 2), West Yost will develop the recommended infrastructure to distribute the water and maintain minimum pressure and flow criteria.

West Yost will summarize the results and recommendations from the above evaluations into a set of tables and graphics. West Yost will set up a meeting via Microsoft Teams to review the tables and graphics with the City.

Task 4 Assumptions

- The City will provide West Yost with the amount of supply to assume is available from the City's existing and proposed wells.
- The City will supply West Yost with the mandatory conservation required during a dry-year water condition as a percentage that West Yost can supply to the static model of the future maximum day demand condition. It is assumed that the City will provide the maximum amount of supply that West Yost can assume is available from SSWD during a dry year evaluation.
- It is assumed the City will provide West Yost the points of connection into either Zone 1 or Zone 4 from SSWD.

Task 4 Deliverables

- A set of tables and graphics summarizing the methodology used to define the long-term reliability and cost effectiveness of City's potential surface water supplies and delivery options. Tables and graphics will be submitted electronically via PDF to the City. A virtual meeting will be held to discuss the methodology, the results and obtain comments (combined with Tasks 3 and 5).

Task 5. Perform Future Dry-Year Water Supply and Infrastructure Needs Assessment (Scenario #2)

Task 5 will build upon the methodology and modeling framework developed under Task 4 and will evaluate a second dry-year supply scenario that differs in the quantity and/or point(s) of delivery of SSWD water. Using the same future maximum day demand condition with mandatory conservation applied, West Yost will update the hydraulic model to reflect the revised SSWD supply assumptions and perform a static simulation.

West Yost will compare Task 5 results to Task 4 to evaluate any changes to recommended infrastructure. Where appropriate, differences in supply distribution, pressure performance, and required capital improvements will be summarized.

Task 5 Assumptions

- Same as Task 4.

Task 5 Deliverables

- A set of tables and graphics summarizing the methodology used to define the long-term reliability and cost effectiveness of City's potential surface water supplies and delivery options. Tables and graphics will be submitted electronically via PDF to the City. A virtual meeting will be held to discuss the methodology, the results and obtain comments (combined with Tasks 3 and 4).

Task 6. Prepare Technical Memorandum

West Yost will integrate City comments to the previously submitted tables and graphics that have been prepared in the above tasks and develop sections of the Draft Dry Year Water Supply and Infrastructure Needs Assessment TM.

Following City review of the Draft TM, a virtual meeting will be held to discuss review comments and questions. The Draft TM will then be updated to integrate appropriate comments (updated Draft TM). After City review of the updated Draft TM, a Final TM will be prepared and submitted to the City.

Task 6 Assumptions

- It is assumed that the City will provide written comments that are aggregated into one marked up version of the Draft TM for West Yost to integrate into an updated Draft TM.
- City would provide another consolidated set of comments on the updated Draft TM for integration into the Final TM.

Task 6 Deliverables

- Submit two (2) draft and one (1) final electronic copies of the TM presenting a summary of West Yost's findings, conclusions and recommendations.

Task 7 (Optional Task). Evaluation of SSWD Water System

At the City's request, West Yost can support evaluation of the infrastructure needed from the SSWD water system to support the new intertie with the City. This optional effort may include review of available SSWD water system information, coordination with SSWD staff, and/or development of planning-level hydraulic modeling to assess the ability of the SSWD water system to convey the quantity of water identified for evaluation under the dry-year scenarios. Findings would be summarized in tables and graphics and incorporated into Task 6 as appropriate.

The level of effort and associated budget for this optional task has been developed based on the following assumptions:

- SSWD will provide available water system information, which may include GIS data, system maps, facility information (pump stations, tanks, pipelines), and hydraulic model files (if available).
- The hydraulic model provided by SSWD will be suitable for planning-level evaluation and will not require calibration or updates. Up to two (2) steady-state modeling scenarios will be developed and evaluated.
- If a hydraulic model is not available, West Yost will perform a simplified, planning-level evaluation using available system information and reasonable engineering assumptions.
- Coordination with SSWD and the City will include up to two (2) virtual meetings (up to 1 hour each) to review assumptions, available data, and preliminary findings.
- Evaluation will focus on the ability of the SSWD system to convey the identified dry-year supply quantities to the proposed intertie location(s); detailed design is not included.
- Results will be developed at a planning level of detail to support decision-making and will not constitute design-level recommendations.
- Findings will be incorporated into the Technical Memorandum prepared under Task 6; no standalone TM will be prepared.

This optional task will only be implemented if requested by the City, and if authorized to proceed, West Yost will submit a budget for the City's approval prior to initiating the work. Once the task-specific objectives, data availability, and extent of coordination or modeling required are better defined, the assumptions used for this proposal may be modified.

Task 7 Assumptions

- If a hydraulic model is available, up to two (2) steady-state modeling scenarios will be developed and evaluated.
- If a hydraulic model is not available, a simplified, planning-level evaluation using available system information and reasonable engineering assumptions will be performed.
- Results will be developed at a planning level of detail to support decision-making.

Task 7 Deliverables

- Findings, conclusions, and recommendations will be incorporated into Task 6 TM.

PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the tasks described above is shown in Table 1. West Yost will perform the scope of services described above (without Task 7) on a time-and-expenses basis, at the billing rates set forth in West Yost's attached Billing Rate Schedule, with a not-to-exceed budget of $74,800. Any additional services not included in this scope of services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Estimated Project Hours and Budget

Task	Level of Effort, hours	Estimated Budget, dollars
Task 1. Project Management and Meetings	28	$9,100
Task 2. Collect and Review Data	38	$10,300
Task 3. Perform Existing Dry-Year Water Supply and Infrastructure Needs Assessment	49	$12,500
Task 4. Perform Future Dry-Year Water Supply and Infrastructure Needs Assessment (Scenario #1)	49	$12,500
Task 5. Perform Future Dry-Year Water Supply and Infrastructure Needs Assessment (Scenario #2)	49	$12,500
Task 6. Prepare Technical Memorandum	67	$17,900
Total Project Hours and Budget	**280**	**$74,800**

SCHEDULE

West Yost understands the City's desire to have this work completed as soon as possible. West Yost will provide the Draft TM to the City for review and comment twelve (12) weeks after notification to proceed with this project.

We appreciate this opportunity to continue to provide the City of Roseville with water supply planning assistance and look forward to another interesting and challenging project. Please call me if you have any questions or would like any additional information.

Sincerely,
WEST YOST

Charles T. Duncan, PE
President
RCE #: C55498

Attachment(s): Attachment A. West Yost 2025/2026 Billing Rate Schedule

Attachment A

West Yost's 2025/2026 Billing Rate Schedule

WEST YOST
Water. Engineered.

2025/2026 Billing Rate Schedule

(Effective July 1, 2025, through June 30, 2026)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$392
Engineer/Scientist/Geologist Manager I / II	$370 / $387
Principal Engineer/Scientist/Geologist I / II	$333 / $355
Senior Engineer/Scientist/Geologist I / II	$300 / $315
Associate Engineer/Scientist/Geologist I / II	$249 / $268
Engineer/Scientist/Geologist I / II	$194 / $226
Engineering Aide	$117
Field Monitoring Services	$145
Administrative I / II / III / IV	$107 / $133 / $160 / $176
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$384 / $387
Principal Tech Specialist I / II	$353 / $365
Senior Tech Specialist I / II	$323 / $337
Senior GIS Analyst	$292
GIS Analyst	$277
Technical Specialist I / II / III / IV	$206 / $235 / $264 / $294
Technical Analyst I / II	$148 / $176
Technical Analyst Intern	$119
Cross-Connection Control Specialist I / II / III / IV	$154 / $167 / $188 / $208
CAD Manager	$233
CAD Designer I / II	$181 / $204
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$373
Construction Manager I / II / III / IV	$222 / $237 / $251 / $318
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$200 / $222 / $247 / $256
Apprentice Inspector	$181
CM Administrative I / II	$96 / $130
Field Services	$256

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.25
File #: 0900-04 & 0201-01
Item ID: 2026-466

Title:	Phillip Road and Westpark Drive Bikeway Project - Capital Improvement Project Approval, Budget Adjustment, and Approval of Plans and Specifications and Authorization to Call for Bids
Contact:	Samuel Benjamin 916-746-1305 sbenjamin@roseville.ca.us

SUMMARY

Staff recommends approval to establish a new Capital Improvement Project - the Phillip Road and Westpark Drive Bikeway Project, approve a budget adjustment in the amount of $350,000 from the General Fund Capital Reserve Fund to fund the improvements, approve the plans and specifications for the project, and authorization for staff to call for bids. The project will create a new bicycle route from the Placer Valley Soccer Complex and surrounding neighborhoods to West Park High School by adding lane markings, striping, and a new trail segment. Construction is anticipated in summer 2026.

RECOMMENDATION

Staff recommends the City Council:

1. Approve the establishment of a new Capital Improvement Project - Phillip Road and Westpark Drive Bikeway Project;

2. Adopt the attached ordinance to approve a budget adjustment in the amount of $350,000 from the General Fund Capital Reserve Fund to fund the project; and

3. Approve the plans and specifications for the project and authorize staff to call for bids.

BACKGROUND

The Phillip Road and Westpark Drive Bikeway Project will create a new bicycle route from the Placer Valley Soccer Complex and surrounding neighborhoods to West Park High School. The project will add approximately 2,200 linear feet of two-way cycle track along existing pavement on Westpark Drive from the Phillip Road intersection to just north of Pistachio Park, add shared lane markings on Phillip Road and through the Placer Valley Soccer Complex parking lot, and construct approximately 730 linear feet of new bike trail along the Pistachio Park baseball field.

The two-way cycle track will be separated from traffic by a 2.5-foot buffer zone and allow bicycle movement in both directions on one side of the road. Additionally, new bike refuge zones and crosswalks will be installed at the Phillip Road and Westpark Drive intersection to provide an entrance and exit onto the cycle track on Westpark Drive.

The cycle track, shared lane markings, and new section of bike trail will create a continuous connection from the existing bike path at Westpark Drive and Bickleigh Loop to the Placer Valley Soccer Complex entrance at Westbrook Boulevard, further advancing the progress made on the City's Active Transportation

Plan.

The Public Works Department's Streets Maintenance Division will construct the new sections of asphalt bike trail, while the striping and concrete work will be completed by a contractor. Construction of the project is anticipated to begin in summer of 2026. Construction plans and specifications for the project have been completed and are attached.

Public Works staff will work closely with the Public Affairs and Communications Department to keep the community informed of the project and its impacts. Notifications may include, but are not limited to: door hangers, mailers, signage, email newsletters, website (roseville.ca.gov/PublicWorks), and social media updates.

FISCAL IMPACT

Construction of the project is estimated to cost $350,000 and the requested funding will be from the General Fund Capital Reserve Fund.

ENVIRONMENTAL REVIEW

Two segments of the proposed bikeway project were previously analyzed by the City Council. A bike path along Westpark Drive from its intersection with Bickleigh Loop north to Blue Oaks Boulevard was approved as part of the West Roseville Specific Plan (WRSP) and evaluated in the WRSP EIR (Certified February 2004, SCH No. 2002082057). The proposed project would implement a portion of this previously planned bike path, from Pistachio Park to Phillip Road.

The segment of the proposed bike path was approved as part of the Pistachio Park Master Plan, which was evaluated in the Environmental Review Checklist, Pistachio Park (F-56) Project Addendum to WRSP EIR (June 2018). Portions of the paths approved as part of the master plan have been constructed, and the proposed project would complete the internal bike and pedestrian circulation system approved in the master plan for the southern portion of Pistachio Park. The proposed bike path would make minor changes to the exact location of portions of the bike path, but the proposed changes would not result in any new or increased impacts.

Construction of these two segments of the Phillip Road-Westpark Drive Bikeway Project was previously evaluated in the WRSP EIR (February 2004) and Pistachio Park (F-56) Project Addendum to the WRSP EIR (June 2018), and staff has determined that this portion of the proposed project are within the scope of the project covered by the WRSP EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. The Pistachio Park Addendum further details bike and pedestrian paths that are consistent with the proposed project. Because the project is consistent with the WRSP, WRSP EIR, and Pistachio Park Addendum, no new effects would be expected to occur and all applicable mitigation measures from the WRSP EIR and Pistachio Park Addendum will be implemented during the construction of the Phillip Road-Westpark Drive Bikeway Project. Because these segments of the proposed project meet the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required for these portions of the project is required.

Unlike the Pistachio Park and Westpark Drive segments of the proposed project, the two remaining segments of the proposed bike path along Phillip Road and through the Placer Valley Soccer Complex and

the crosswalks at Phillip Road and Westpark Drive had not previously been evaluated in any prior CEQA documents. However, these portions of the proposed project involve the minor alteration of an existing facility, specifically in the form of the addition of new bicycle lanes and pedestrian crossings without the creation of additional automobile lanes, which is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). Additionally, the construction of three retaining structures to support the proposed bike refuge zones are categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304) because they would involve the minor alteration and grading of land with a slope of less than 10 percent without removing any trees or affecting a waterway or wetland. The Exemption for these portions of the proposed project has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Samuel Benjamin, Junior Engineer

Jason Shykowski, Public Works Director

ATTACHMENTS:

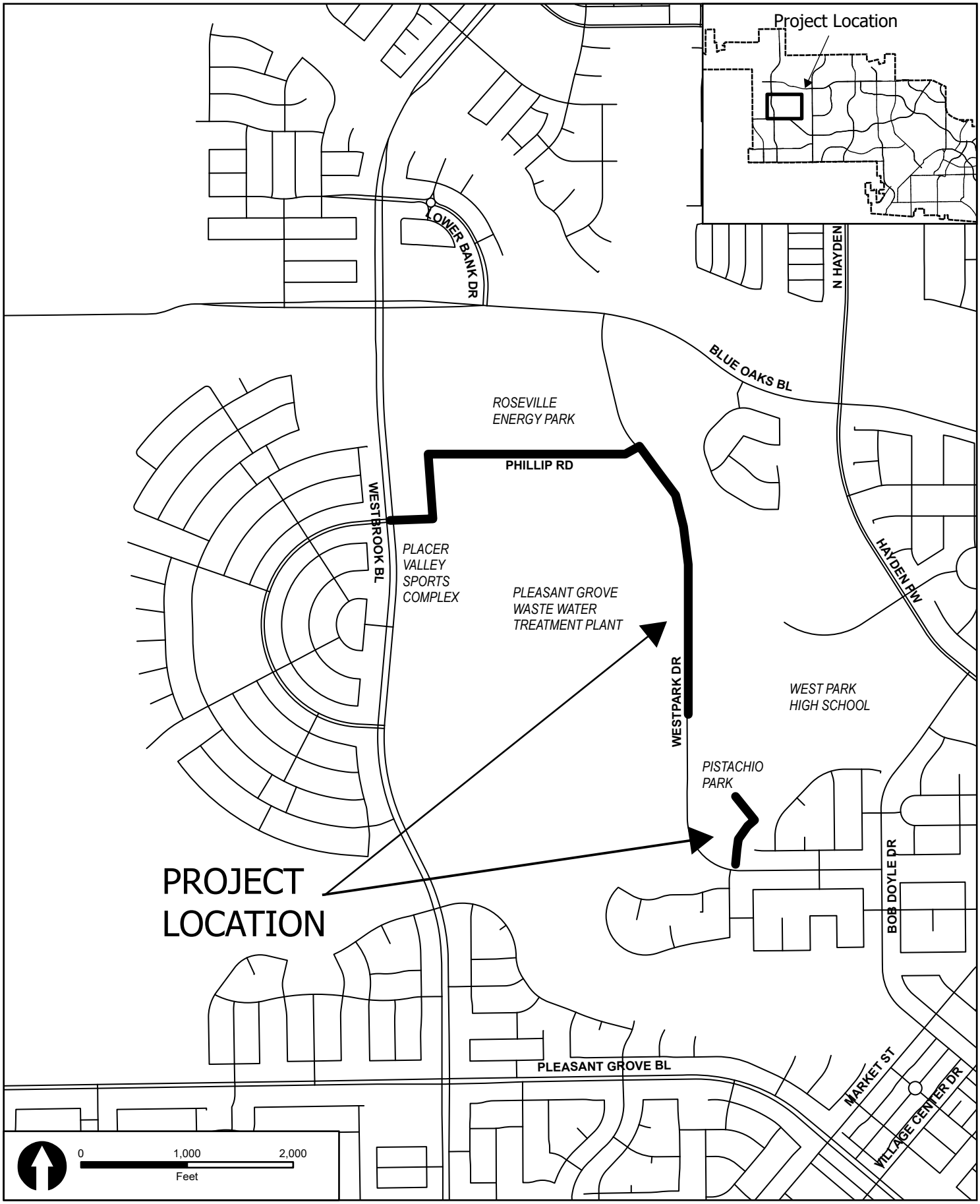
1. Location Map
2. Ordinance 7078
3. Project Plan Set
4. Project Manual
5. Notice of Exemption - (Class 1,4)

REVIEWERS:

Samuel Benjamin, Public Works Department - Engineering - City Projects	Created/Initiated - 5/21/2026
Jesse Khatkar, Public Works Department - Engineering - City Projects	Approved - 5/21/2026
Noah Siviglia, Public Works Department - Engineering - City Projects	Approved - 5/28/2026
Stefanie Kemen, Public Works Department - Administration Division	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

Phillip Rd / Westpark Dr Bikeway – Location Map

PW - Engineering



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ORDINANCE NO. 7078

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for the Phillip Road and Westpark Drive Bikeay project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Samuel Benjamin - Junior Engineer	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Samuel Benjamin - Junior Engineer	ORDINANCE:	
DEPARTMENT/DIVISION:	Public Works - Engineering		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1012	6587	84001	500711	350,000	Establish Capital Outlay budget for Phillip Rd and Westpark Dr Bikeway project
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				350,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	350,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1012	3601	00000	000000	(350,000)	Decrease General Fund Capital Reserve Fund Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(350,000)	

Justification for Budget Adjustment:

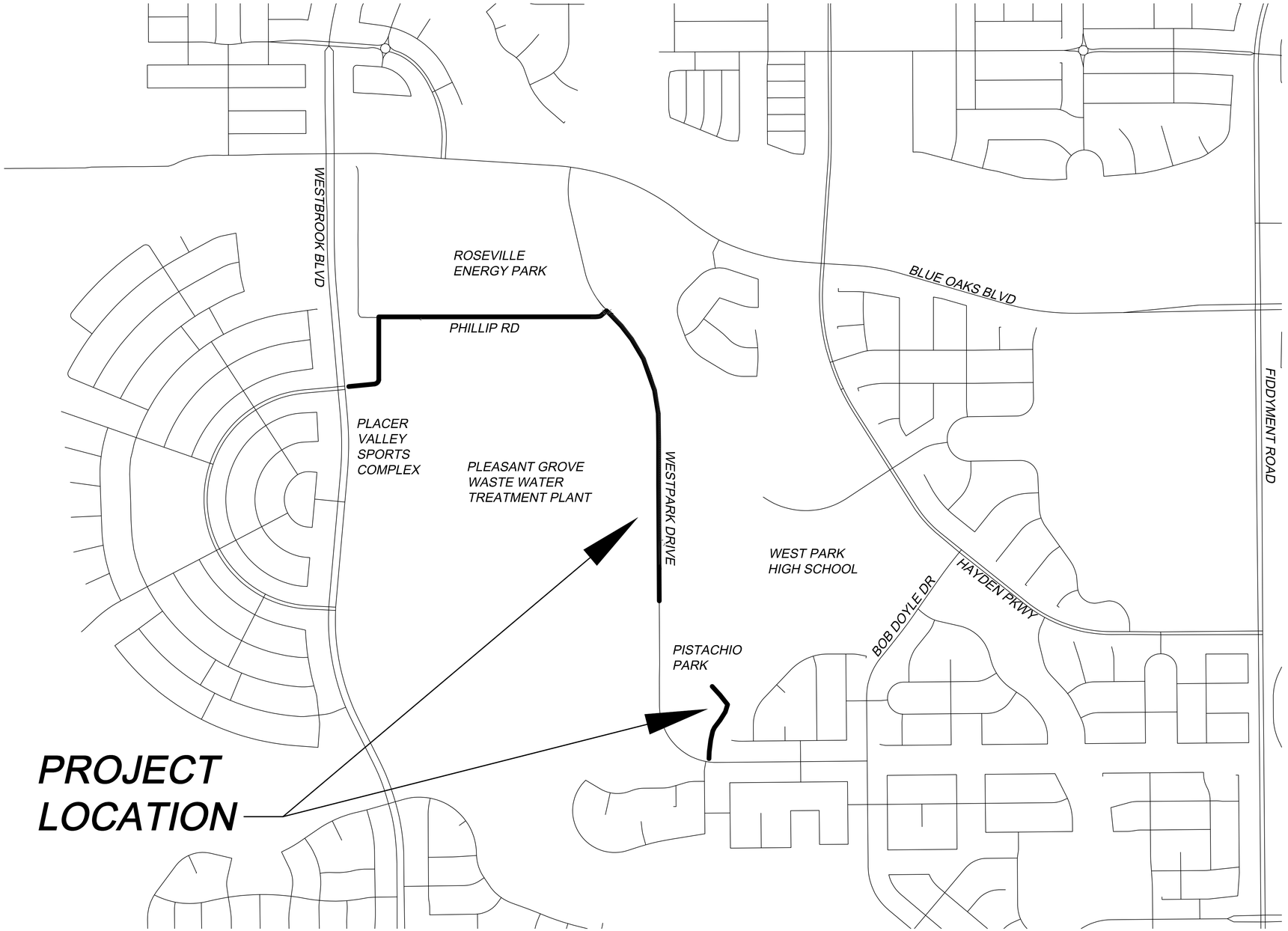
The Public Works department recommends that Council authorize the establishment of a new Capital Improvement Project – Phillip Rd and Westpark Dr Bikeway project (500711) and adopt an ordinance to approve a budget adjustment appropriating $350,000 in the General Fund Capital Reserve Fund (1012) to the Project to establish a bike route for students traveling to and from West Park High and neighboring subdivisions.

This project is intended to establish a bike route for students traveling to and from West Park High and neighboring subdivisions. Shared road symbols will be added along Phillip Rd through the Placer Valley Soccer Complex parking lot. A two-way cycle track will be added to Westpark Dr and a new section of bike trail will be added near Pistachio Park.

PHILLIP RD AND WESTPARK DR BIKEWAY

City of Roseville Project Number: 500711

VICINITY MAP



SHEET INDEX		
SHEET	DRAWING	DESCRIPTION
1	T1	COVER SHEET
2	T2	GENERAL NOTES
3	M1	TYPICAL SECTIONS
4-9	L1-L6	PLAN LAYOUT SHEETS
10-11	D1-D2	DETAIL SHEETS

UTILITY REPRESENTATIVES			
UTILITY	AGENCY	CONTACT	PHONE
U.S.A.	UNDERGROUND SERVICE ALERT		811
FIRE	CITY OF ROSEVILLE	JASON RIZZI	916-774-5802
ELECTRIC	CITY OF ROSEVILLE	JOEY MCKINNEY	916-774-5616
WATER	CITY OF ROSEVILLE	SEAN BIGLEY	916-774-5750
SEWER	CITY OF ROSEVILLE		916-774-5750
DRAINAGE	CITY OF ROSEVILLE	CHRIS TAMEZ	916-774-5790
PARKS	CITY OF ROSEVILLE	JOEL DE JONG	916-223-7757
TELECOM	AT&T	LEE NIETO	916-484-2384
TELECOM	COMCAST	STEVE ABELIA	916-830-6757
TELECOM	CONSOLIDATED COMMUNICATIONS	LARRY MONTGOMERY	916-786-1217
TELECOM	XO COMMUNICATIONS	CHAD AUCKEY	510-580-6363
GAS	PACIFIC GAS & ELECTRIC	JASON ISELEY	916-760-5739

APPROVAL RECOMMENDED BY/ENGINEER IN RESPONSIBLE CHARGE:

NOAH SIVIGLIA — DATE
PRINCIPAL ENGINEER
CITY OF ROSEVILLE
RCE 87197

APPROVED BY:

JASON SHYKOWSKI — DATE
PUBLIC WORKS DIRECTOR
CITY OF ROSEVILLE
RCE 58234

T1

NO.	REVISION	BY	DATE

BENCH MARK
ELEVATION _____ DATUM _____
DESCRIPTION _____

DESIGN BY: SAMUEL B.
DRAWN BY: SAMUEL B.
CHECKED BY: JESSE K.
SCALE: 1:150
DATE: 6/3/2026
PROJECT NO: 500711

PRINCIPAL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — N. SIVIGLIA — No. 87197 — Exp. 9-30-27 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

PHILLIP RD AND WESTPARK DR

COVER SHEET

B:\PUBLIC WORKS\CIP\1_CURRENT PROJECTS\PHILLIP RD – WESTPARK DR BIKEWAY\CAD\PHILLIP RD – WESTPARK DR BIKEWAY 2.DWG

CITY OF ROSEVILLE
PUBLIC IMPROVEMENTS REQUIREMENTS

GENERAL NOTES:

ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, THE MOST CURRENT EDITION OF THE CITY OF ROSEVILLE STANDARD CONSTRUCTION SPECIFICATIONS, MOST CURRENT EDITION OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS, AND THE 2015 STATE OF CALIFORNIA STANDARD PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS, AND AMENDMENTS TO THE 2015 STATE OF CALIFORNIA STANDARD PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS. THE CONTRACTOR SHALL HAVE SIGNED PLANS IN POSSESSION PRIOR TO BEGINNING WORK.

THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF U.S.A. 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING TOLL-FREE NUMBER: (800) 642-2444.

THE CONTRACTOR SHALL MARK ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A. AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.

THE TYPES, LOCATIONS AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.

THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS, CONNECTING TO EXISTING IMPROVEMENTS AND UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS, OTHER SURVEY MARKERS, STREET SIGNS AND OTHER IMPORTANT OBJECTS ON THE JOB SITE.

A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.

THE CONTRACTOR SHALL SUBMIT A TRAFFIC MANAGEMENT PLAN WHICH SHALL BE ACCEPTED BY THE CITY OF ROSEVILLE PUBLIC WORKS ENGINEERING DIVISION BEFORE START OF WORK IN THE RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH THE LATEST EDITION, WITH REVISIONS, OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. IF, AS PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEERING DIVISION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THE CLOSURE.

ALL EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE AND SHALL BE REMOVED TO THE ADJACENT JOINTS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PEDESTRIANS, VEHICULAR TRAFFIC, EXISTING LANDSCAPE, AND SURVEY MARKERS WITHIN THE CONSTRUCTION LIMITS.

UTILITIES LOCATIONS ARE TAKEN FROM CITY AS-BUILT DRAWINGS AND FIELD REVIEWS. LOCATIONS OF THE GROUND FEATURES (MH, VALVES, ETC.) ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR.

CONTRACTOR SHALL LOCATE AND PROTECT IN PLACE ALL DETECTOR HANDHOLES WITHIN THE PROJECT LIMITS. DETECTOR HANDHOLES DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.

STANDARD GENERAL NOTES:

THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FORM THE SOLE NEGLIGENCE OF ENGINEER.

THE DIGOUTS SHALL BE EXCAVATED TO A DEPTH OF 4 INCHES. IF UNSUITABLE MATERIAL IS DISCOVERED, THE CONTRACTOR WILL NOTIFY THE ENGINEER FOR APPROVAL OF EXCAVATION AND BACKFILL. IF THE ENGINEER DOES NOT APPROVE THAT THE MATERIAL IS UNSUITABLE PRIOR TO EXCAVATION AND BACKFILL, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF EXCAVATION AND BACKFILL.

EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL EFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING OR EQUIVALENT METHOD, FOR THE PROTECTION OF LIFE OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS AND SHALL PROVIDE THE CITY OF ROSEVILLE WITH A COPY OF THE OSHA PERMIT.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES. REFER TO THE SPECIAL PROVISIONS FOR PERMITS NEEDED.

THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS OR OTHER DEVICES NECESSARY TO PROVIDE FOR SAFETY.

THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.

STATIONING HEREON IS ALONG STREET CENTERLINE UNLESS OTHERWISE SHOWN OR INDICATED. ALL STATIONING IS APPROXIMATE.

ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE CITY OF ROSEVILLE CURRENT STANDARDS AND TO THE SATISFACTION OF THE ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE.

IF ARCHEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 100 FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHEOLOGY (SCA) AND/OR THE SOCIETY OF PROFESSIONAL ARCHEOLOGY (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY. IN ACCORDANCE WITH SECTION 21-2E OF THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS, THE ROSEVILLE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE CONTACTED IMMEDIATELY.

THE CONTRACTOR SHALL MEET AND FOLLOW THE ENVIRONMENTAL PROTECTION AGENCY'S (EPA) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTION.

SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL REQUEST IN WRITING FROM THE ENGINEER SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.

STRIPING NOTES:

UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL REPLACE ALL PAVEMENT DELINEATION ON THE SAME ALIGNMENT. BEFORE OBLITERATING ANY PAVEMENT DELINEATION, THE LOCATION OF THE PAVEMENT DELINIATION SHALL BE REFERENCED BY THE CONTRACTOR WITH A SUFFICIENT NUMBER OF CONTROL POINTS TO REESTABLISH THE ALIGNMENT. THE REFERENCES SHALL ALSO INCLUDE THE LIMITS OR CHANGES IN STRIPING PATTERN, INCLUDING ONE- AND TWO-WAY BARRIER LINES, LIMIT LINES, CROSSWALKS AND OTHER PAVEMENT MARKINGS.

CONTRACTOR SHALL REMOVE ALL EXISTING NON-CONFORMING STRIPING (BY GRINDING) AND PAVEMENT MARKERS AND ALL EXISTING STRIPING THAT CONFLICTS WITH THE PROPOSED STRIPING.

ALL RAISED PAVEMENT MARKERS SHALL BE FURNISHED AND INSTALLED AT THE CONTRACTOR'S EXPENSE AND SHALL BE AS SPECIFIED BY THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS AND THE LATEST EDITION, WITH REVISIONS, OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

ALL TRAFFIC STRIPES, ARROWS AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN SECTION 84 OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS (LATEST EDITION). THERMOPLASTIC MATERIAL SHALL BE APPLIED ONLY WHEN THE PAVEMENT SURFACE TEMPERATURE IS ABOVE 60 DEGREES FAHRENHEIT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL CONSTRUCTION SIGNING AS REQUIRED BY THE CALTRANS TRAFFIC MANUAL TO DELINEATE CONSTRUCTION HAZARDS AT HIS EXPENSE.

LANE LINES MUST ALIGN THROUGH INTERSECTIONS.

CONTRACTOR SHALL INSTALL BIKE LOOP LEGENDS WHERE EXISTING AND NEW BIKE LANE LOOPS ARE INSTALLED.

STRIPING LEGEND:

TYPE III (R) ARROW

TYPE III (L) ARROW

TYPE II (R) ARROW

TYPE II (L) ARROW

TYPE IV ARROW

TYPE VI ARROW

STOP

SIGNAL

AHEAD

BIKE

LANE

BUS

ONLY

BIKE LANE ARROW

BIKE LOOP MARKING

TYPE Q MARKER (Y)

STRIPING DETAIL ##

12" LIMIT LINE LL

12" BASIC CROSSWALK XW

T2

NO.	REVISION	BY	DATE

BENCH MARK
ELEVATION _____ DATUM _____
DESCRIPTION _____

DESIGN BY: SAMUEL B.
DRAWN BY: SAMUEL B.
CHECKED BY: JESSE K.
SCALE: 1:150
DATE: 6/3/2026
PROJECT NO: 500711

PRINCIPAL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
N. SIVIGLIA
No. 87197
Exp. 9-30-27
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

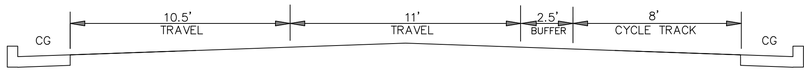
PHILLIP RD AND WESTPARK DR

GENERAL NOTES

B:\PUBLIC WORKS\CIP\1_CURRENT PROJECTS\PHILLIP RD - WESTPARK DR BIKEWAY\CAD\PHILLIP RD - WESTPARK DR BIKEWAY 2.DWG

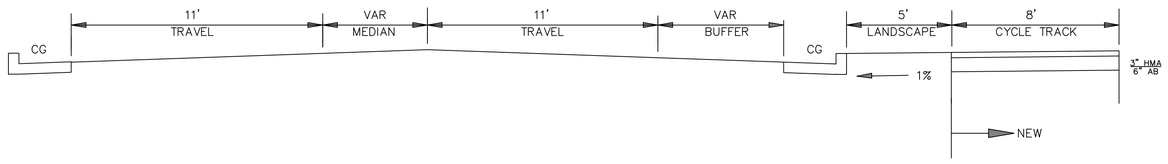
PHILLIP RD AND WESTPARK DR BIKEWAY

City of Roseville Project Number: 500711



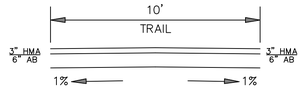
WESTPARK DRIVE

STA "WP" 1+00 TO STA "WP" 22+25



WESTPARK DRIVE

STA "WP" 22+25 TO STA "WP" 25+75



PISTACHIO PARK

STA "PR" 1+00 TO STA "PR" 8+25

M1

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

DESIGN BY: SAMUEL B.

DRAWN BY: SAMUEL B.

CHECKED BY: JESSE K.

SCALE: 1:150

DATE: 6/3/2026

PROJECT NO: 500711

PRINCIPAL ENGINEER

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REGISTERED PROFESSIONAL ENGINEER
N. SIVIGLIA
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CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE
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311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

PHILLIP RD AND WESTPARK DR

TYPICAL SECTIONS

B:\PUBLIC WORKS\CIP\1_CURRENT PROJECTS\PHILLIP RD - WESTPARK DR BIKEWAY\CAD\PHILLIP RD - WESTPARK DR BIKEWAY 2.DWG

PHILLIP RD AND WESTPARK DR BIKEWAY

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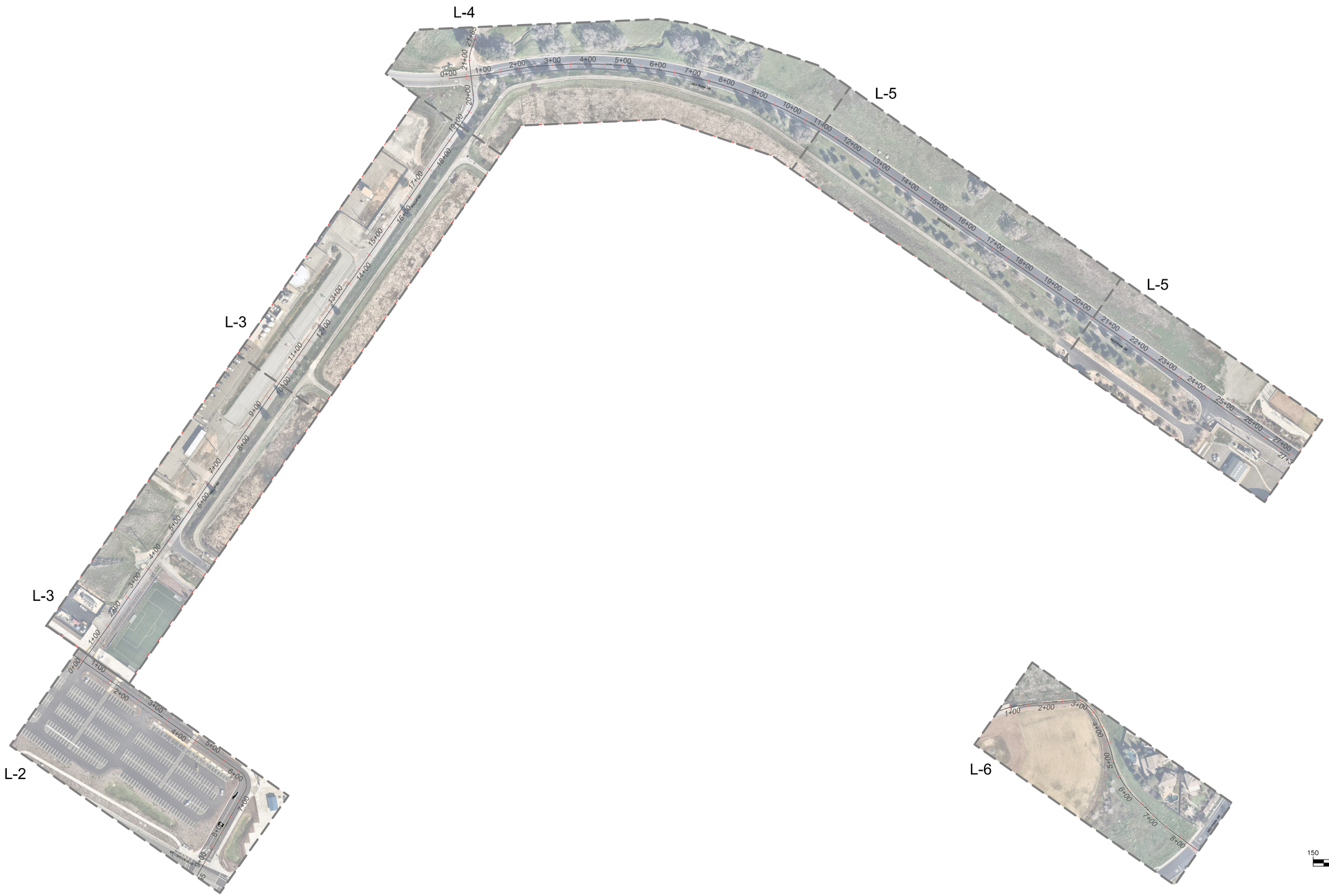

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)

1 inch = 150 ft.

L1

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

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CHECKED BY: JESSE K.

SCALE: 1:150

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PRINCIPAL ENGINEER

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N. SIVIGLIA
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CITY OF ROSEVILLE
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311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

PHILLIP RD AND WESTPARK DR

LAYOUT SHEET

B:\PUBLIC WORKS\CIP\1_CURRENT PROJECTS\PHILLIP RD - WESTPARK DR BIKEWAY\CAD\PHILLIP RD - WESTPARK DR BIKEWAY 2.DWG

PHILLIP RD AND WESTPARK DR BIKEWAY

City of Roseville Project Number: 500711



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

L2

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

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DRAWN BY: SAMUEL B.

CHECKED BY: JESSE K.

SCALE: 1:150

DATE: 6/3/2026

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PRINCIPAL ENGINEER

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PHILLIP RD AND WESTPARK DR

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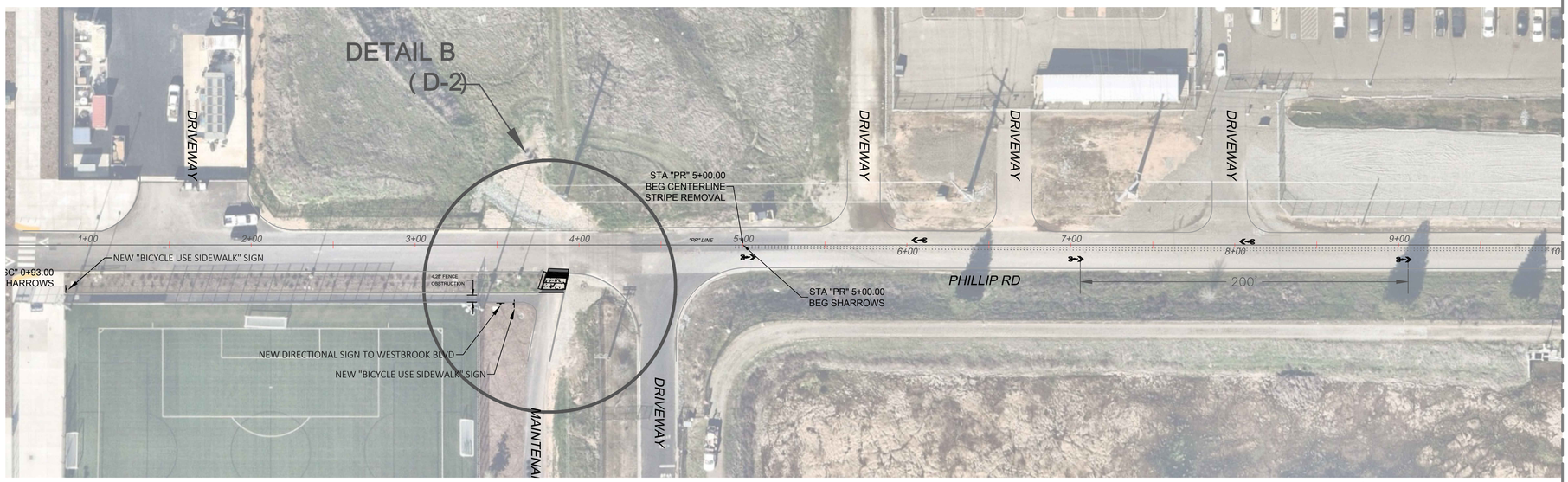



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

L3

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

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DRAWN BY: SAMUEL B.

CHECKED BY: JESSE K.

SCALE: 1:150

DATE: 6/3/2026

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PHILLIP RD AND WESTPARK DR BIKEWAY

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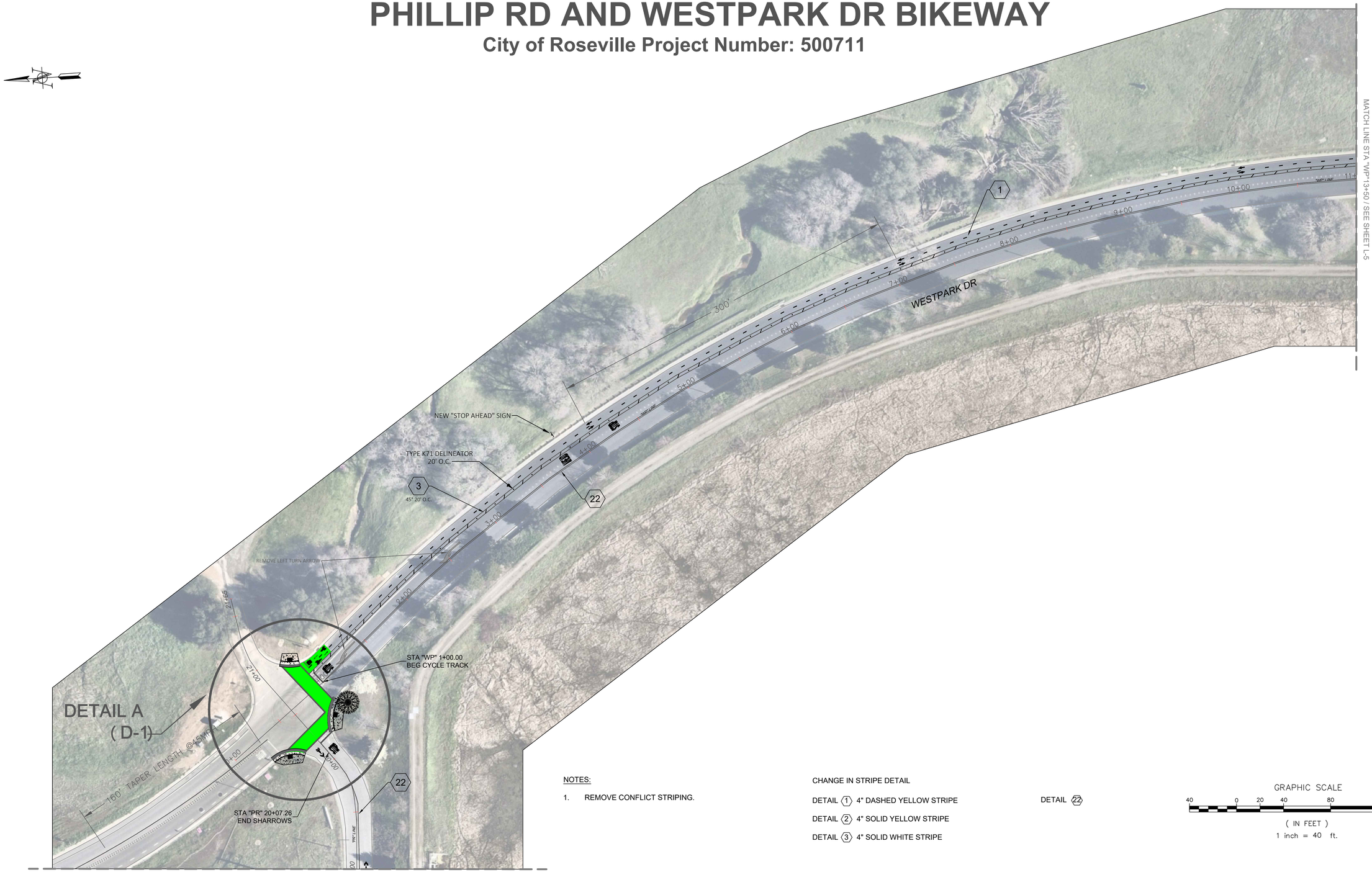

MATCH LINE STA "WP"13+50 / SEE SHEET L-5

MATCH LINE STA "PR" 19+00 / SEE SHEET L-3

NOTES:

1. REMOVE CONFLICT STRIPING.

CHANGE IN STRIPE DETAIL

DETAIL (1) 4" DASHED YELLOW STRIPE

DETAIL (2) 4" SOLID YELLOW STRIPE

DETAIL (3) 4" SOLID WHITE STRIPE

DETAIL (22)

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

L4

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

DESIGN BY: SAMUEL B.

DRAWN BY: SAMUEL B.

CHECKED BY: JESSE K.

SCALE: 1:150

DATE: 6/3/2026

PROJECT NO: 500711

PRINCIPAL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
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No. 87197
Exp. 9-30-27
CIVIL
STATE OF CALIFORNIA

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311 VERNON STREET
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PHILLIP RD AND WESTPARK DR

LAYOUT SHEET

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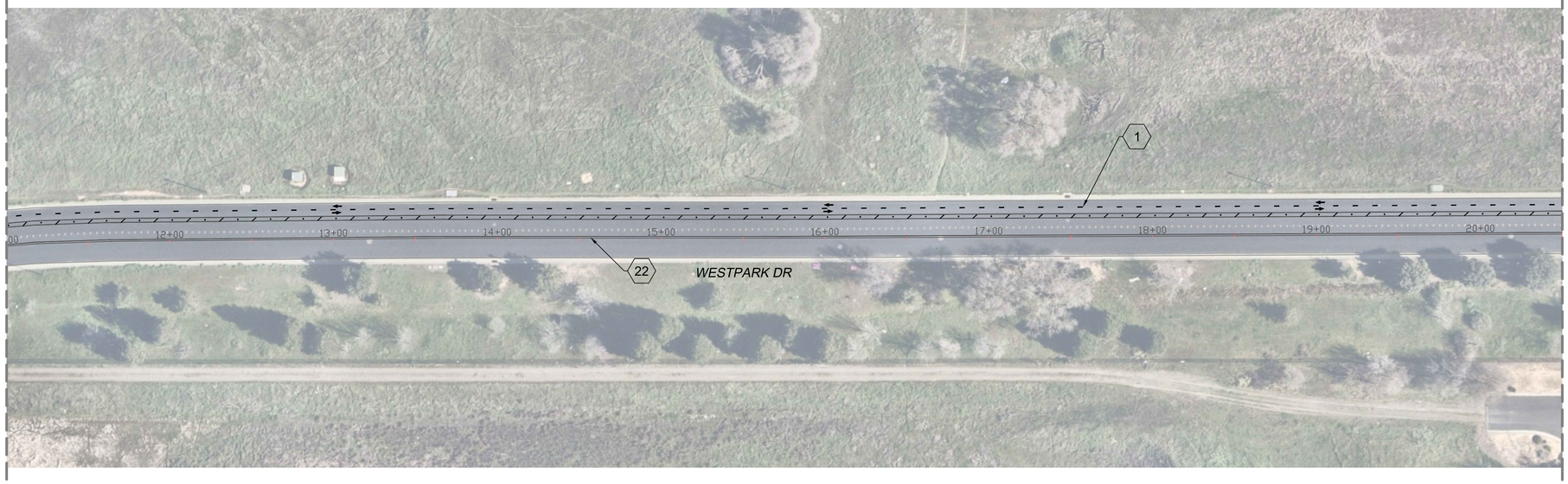
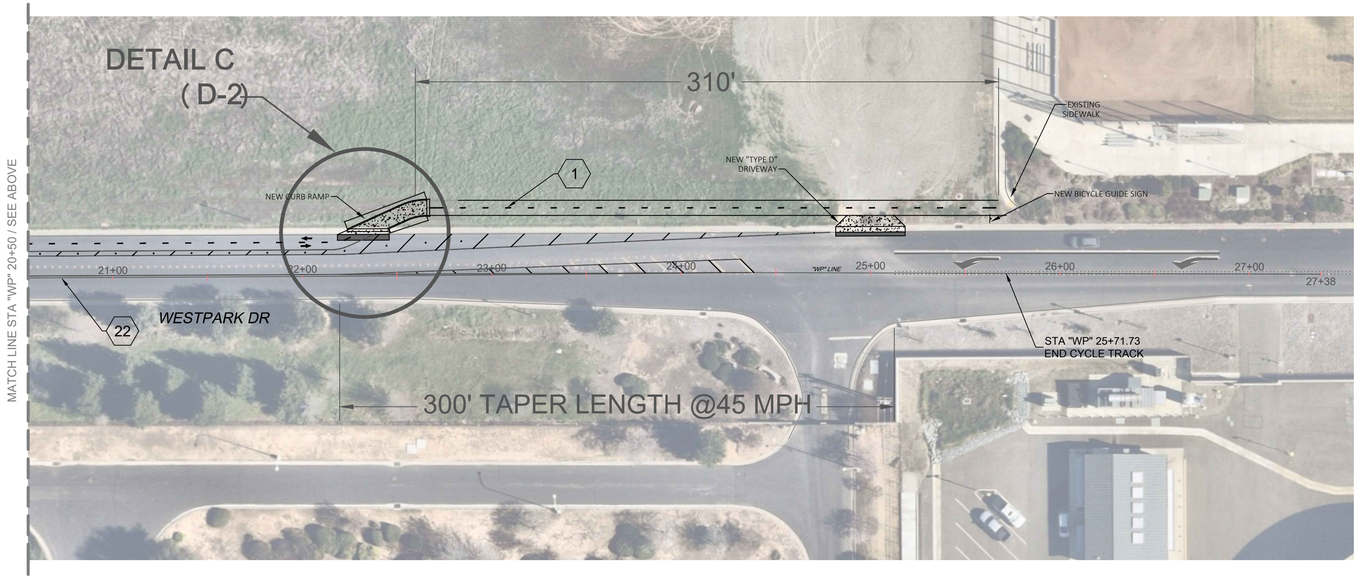
PHILLIP RD AND WESTPARK DR BIKEWAY

City of Roseville Project Number: 500711





NOTES:

1. REMOVE CONFLICT STRIPING.

CHANGE IN STRIPE DETAIL

DETAIL (1) 4" DASHED YELLOW STRIPE

DETAIL (2) 4" SOLID YELLOW STRIPE

DETAIL (3) 4" SOLID WHITE STRIPE

DETAIL (22)

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

L5

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

DESIGN BY: SAMUEL B.

DRAWN BY: SAMUEL B.

CHECKED BY: JESSE K.

SCALE: 1:150

DATE: 6/3/2026

PROJECT NO: 500711

PRINCIPAL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
N. SIVIGLIA
No. 87197
Exp. 9-30-27
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
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ROSEVILLE, CA 95678
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PHILLIP RD AND WESTPARK DR

LAYOUT SHEET

B:\PUBLIC WORKS\CIP\1_CURRENT PROJECTS\PHILLIP RD – WESTPARK DR BIKEWAY\CAD\PHILLIP RD – WESTPARK DR BIKEWAY 2.DWG

PHILLIP RD AND WESTPARK DR BIKEWAY

City of Roseville Project Number: 500711



NOTES:

1. REMOVE CONFLICT STRIPING.

CHANGE IN STRIPE DETAIL

DETAIL (1) 4" DASHED YELLOW STRIPE

DETAIL (2) 4" SOLID YELLOW STRIPE

DETAIL (3) 4" SOLID WHITE STRIPE

DETAIL (22)

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

L6

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

DESIGN BY: SAMUEL B.

DRAWN BY: SAMUEL B.

CHECKED BY: JESSE K.

SCALE: 1:150

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STATE OF CALIFORNIA

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PHILLIP RD AND WESTPARK DR

LAYOUT SHEET

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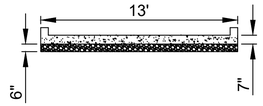
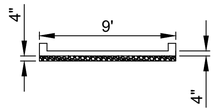
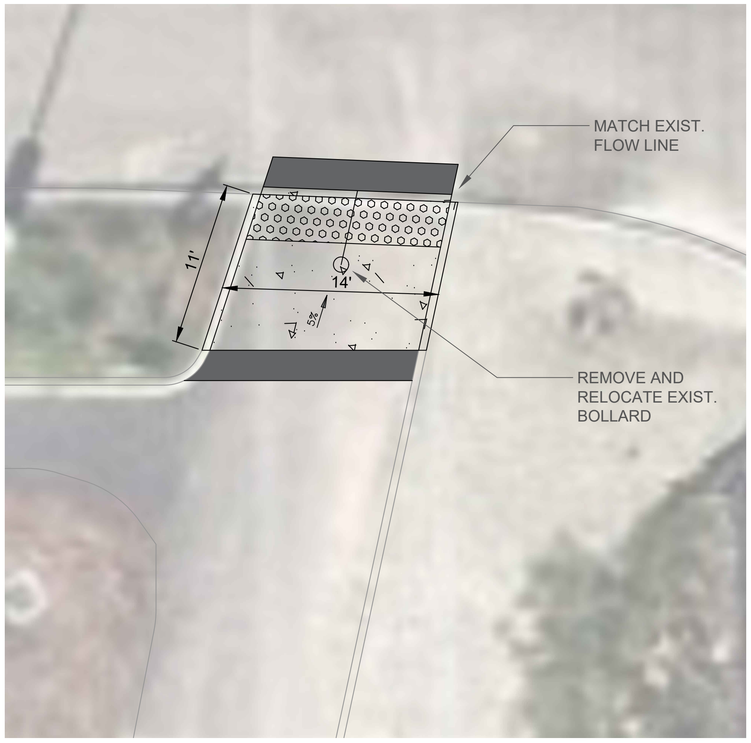
PHILLIP RD AND WESTPARK DR BIKEWAY

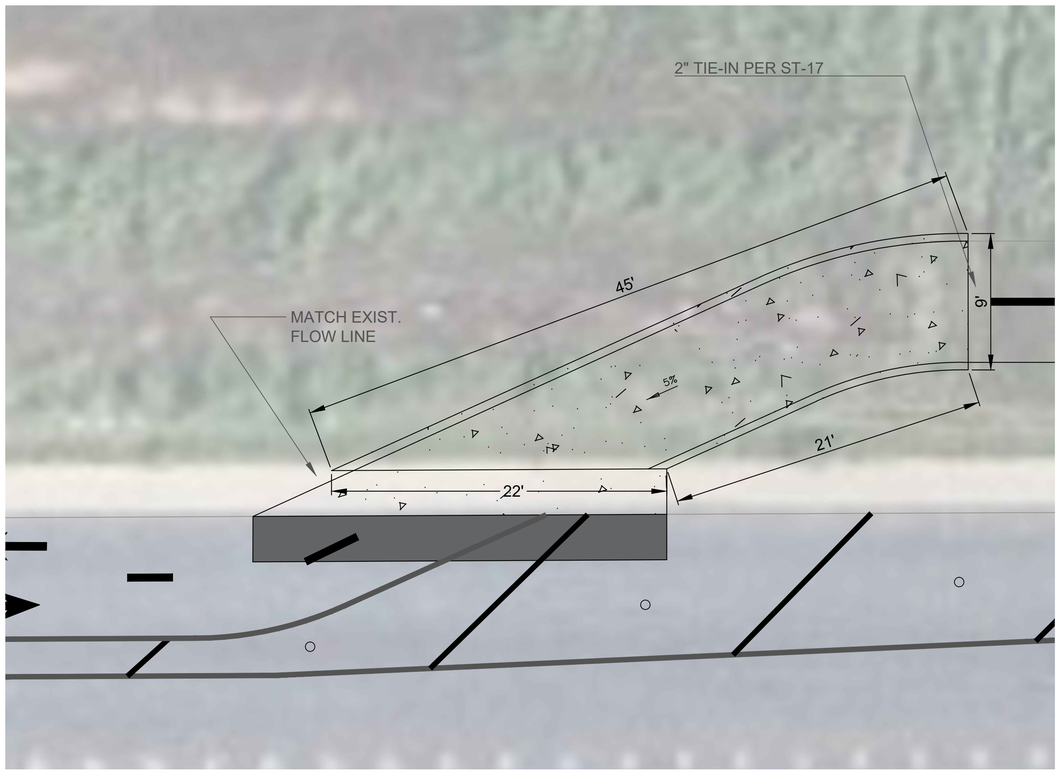
City of Roseville Project Number: 500711







DETAIL B



DETAIL C

NOTES:

1. REMOVE CONFLICT STRIPING.

GRAPHIC SCALE

5 0 2.5 5 10 40

(IN FEET)

1 inch = 5 ft.

D2

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

DESIGN BY: SAMUEL B.

DRAWN BY: SAMUEL B.

CHECKED BY: JESSE K.

SCALE: 1:150

DATE: 6/3/2026

PROJECT NO: 500711

PRINCIPAL ENGINEER

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
N. SIVIGLIA
No. 87197
Exp. 9-30-27
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

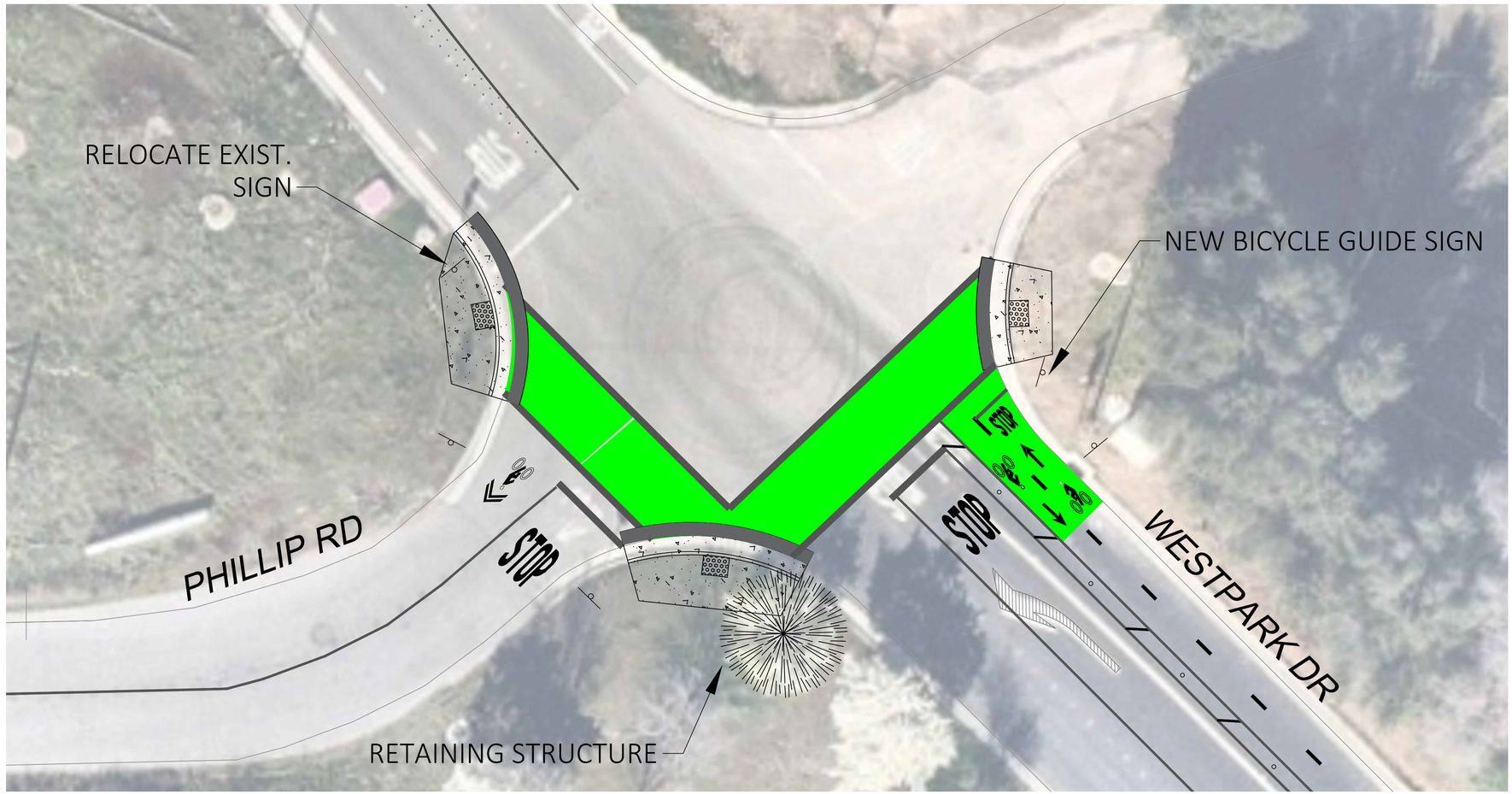
PHILLIP RD AND WESTPARK DR

DETAIL SHEET

B:\PUBLIC WORKS\CIP\1_CURRENT PROJECTS\PHILLIP RD - WESTPARK DR BIKEWAY\CAD\PHILLIP RD - WESTPARK DR BIKEWAY 2.DWG

PHILLIP RD AND WESTPARK DR BIKEWAY

City of Roseville Project Number: 500711



DETAIL A

GENERAL NOTES:

1. REMOVE CONFLICT STRIPING.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)

1 inch = 10 ft.

D1

NO.	REVISION	BY	DATE

BENCH MARK

ELEVATION _____ DATUM _____

DESCRIPTION _____

DESIGN BY: SAMUEL B.

DRAWN BY: SAMUEL B.

CHECKED BY: JESSE K.

SCALE: 1:150

DATE: 6/3/2026

PROJECT NO: 500711

PRINCIPAL ENGINEER

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REGISTERED PROFESSIONAL ENGINEER — N. SIVIGLIA — No. 87197 — Exp. 9-30-27 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

CITY OF ROSEVILLE CALIFORNIA

PHILLIP RD AND WESTPARK DR

DETAIL SHEET

B:\PUBLIC WORKS\CIP\1_CURRENT PROJECTS\PHILLIP RD – WESTPARK DR BIKEWAY\CAD\PHILLIP RD – WESTPARK DR BIKEWAY 2.DWG



Streets & Bridges Project Manual

Name of project:

Phillip Road and Westpark Drive Bikeway Project

City Project #

Department:

Public Works—Engineering

CITY OF ROSEVILLE CALIFORNIA

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Construction Details	CD

CITY OF ROSEVILLE

DEPARTMENT OF _____

Name of Project:_____

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposal will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until _____ at 3:00 p.m. Late proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on _____, 20__ at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project:

_____.

A pre-bid meeting will be held at _____

_____.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at https://www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name

and address of the Bidder, and marked in capital letters on the front and back of the envelope as follows:

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the

public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The City has determined that the Contractor shall possess a valid Class ___, _____ Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 "Legal Relations and Responsibility" of the Standard Construction Specifications.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Vehicles with a GVWR greater than 8,500 lbs. and light – duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean

Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets. In addition, certain off-road diesel vehicles may be subject to the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation. For more information, please visit the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation webpage at https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation.

All questions prior to the deadline for bid submissions shall be directed to the attention of _____ via _____ at _____. The deadline for submissions of questions and clarifications regarding the Contract Documents is _____ calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

_____
City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

1-1.01 **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in Standard Construction Specifications Section 1.

1-1.02 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03 **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

SECTION 2: BID REQUIREMENTS

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked "PROP" plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of

Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02 **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself, and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05 **CALIFORNIA AIR RESOURCES BOARD REGULATIONS.** Contractor shall comply with any applicable regulations of the California Air Resources Board ("CARB") set forth below.

A. In-Use Off-Road Diesel-Fueled Fleets. If Contractor will use vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. for the project, it shall submit a valid Certificate of Reported Compliance to the City as provided in § 2449(n).

B. Advanced Clean Fleets. Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City either a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6, or a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

2-1.06 **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed "Noncollusion Declaration" in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.07 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.08 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.09 **SCHEDULE OF BID PRICES.** Bidders are directed to submit firm unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern. The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the Standard Construction Specifications, Supplemental

Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term "unbalanced bid" is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work under a bid item will be performed during the course of the Project or that the Work will be performed at the quantities included in the Schedule of Bid Prices. As provided in the Standard Construction Specifications, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.10 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.11 **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.12 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.13 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

SECTION 3: EVALUATION OF BIDS

3-1.01 **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals $1,000,000, but the Bidder has written $1,250,000 as the Grand Total Bid Price, the City will consider $1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

3-1.02 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

3-1.03 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

4-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the Standard Construction Specifications, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the Standard Construction Specifications. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance

certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to

Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

5-1.01 **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

PROPOSAL TO THE DEPARTMENT OF _____

Project:_____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date_____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Standard Specifications, Standard Construction Specifications, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled _____ _____, City of Roseville, California. This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers _____. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item ("unit") price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment,

delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance with the Contract Documents.

Accompanying this Proposal is _____.

(Notice: Insert the words "Cash $_____," "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: _____

_____

_____

_____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

_____

_____

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By_____	By_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

_____	_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is

authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB-CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

_____

_____
(Signature of Bidder)

_____

_____
Business Address

_____
Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____

a, _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Roseville in the penal sum of _____ dollars ($_____), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Roseville, acting by and through the Public Works Director, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of the City of Roseville, as aforesaid, for certain construction specifically described as follows, for which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street, Roseville, California, on _____, 20__ FOR

_____

(Copy here the exact title of work as it appears on the Proposal.)

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20___.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

_____

_____
Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

PHILLIP ROAD AND WESTPARK DRIVE BIKEWAY PROJECT

CITY PROJECT NUMBER XXXXXX

CONTRACTOR: _____

SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	$_____	$_____
2	Placement and Maintenance of BMPs	1	LS	$_____	$_____
3	Traffic Control System	1	LS	$_____	$_____
4	Unsuitable Material	500	CY	$_____	$_____
5	Type K71 Delineator	110	EA	$_____	$_____
6	Remove Pavement Markings, Striping, and Markers	1	LS	$_____	$_____
7	Pavement Striping and Markings, Pavement Markers (Thermoplastic)	1	LS	$_____	$_____
8	Pavement Striping and Markings, Pavement Markers (Paint)	1	LS	$_____	$_____
9	Pavement Marking (Green)	1,100	SF	$_____	$_____
10	Minor Concrete – Driveway Type D (ST-21)	1	EA	$_____	$_____
11	Minor Concrete – Curb Ramp Case F	1	EA	$_____	$_____
12	Minor Concrete – Bike Ramp	1	EA	$_____	$_____
13	Minor Concrete – Bicycle Refuge Zone	3	EA	$_____	$_____

TOTAL (BID ITEMS 1 TO 13) **$_____**

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

_____
(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No_____

If the answer is yes, explain the circumstances in the following space.

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an "as is" basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

Print Name	Signature
Name of Business/Company/Corporation	Date
Address	Phone

END OF PROPOSAL

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and _____, a _____, ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the _____day of _____, 20_____, approved plans and specifications for the _____ _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the _____ day of _____, 20_____; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the _____ day of _____, 20_____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

_____

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR _____

_____ dollars ($_____) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $_____ per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within _____ Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE	CONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____day of _____, 20_____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

_____
_____

BY: _____
its: _____

and

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

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NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as _____. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled "Insurance Requirements." Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to Special Provisions for modifications of the Standard Construction Specifications, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: $_____.

Bonds must be sent to the following staff person:

_____

_____

_____

Insurance documents must be provided by email to roseville@ebix.com. When sending the documents via email, please refer to the project name so that the documents can be matched with the Contract for which they are submitted. Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the Standard Construction Specifications:

7-1.06 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and

limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the

Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not ____ Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract.

Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage

for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the ____ day of _____, 20___.

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: ____ _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:	SURETY:
BY:_____	BY:_____
PRINT NAME: _____	**PRINT NAME:** ____ _____
PRINT TITLE: _____	**PRINT TITLE:**_____
AND	MAILING ADDRESS:
BY: _____	_____
PRINT NAME: _____	_____
PRINT TITLE:_____	_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

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ADOPTION OF STATE SPECIFICATIONS

1. The State of California Department of Transportation ("Caltrans") Standard Specifications dated 2015, are hereby adopted as the Standard Specifications of the City of Roseville except insofar as they may be modified by these Standard Construction Specifications.

2. Except for Division 1, Section 2, numbering in these Standard Construction Specifications conforms to that in the Caltrans Standard Specifications. The existence of a section in these Standard Construction Specifications means that the corresponding section of the Standard Specifications is modified in some respect. Unless otherwise specified, the modified Standard Specification provisions are deleted entirely, and the provisions of these Standard Construction Specifications are substituted.

DIVISION 1. GENERAL PROVISIONS

SECTION 1. GENERAL

ACCEPTANCE. Shall mean the formal Acceptance by resolution of the Roseville City Council of an entire Contract which has been completed in all respects in accordance with the Plans and specifications and any modifications thereof previously approved, causing a notice of completion to be filed with the County Recorder.

ATTORNEY GENERAL. The City Attorney of the City of Roseville.

CITY ATTORNEY. The City Attorney of the City of Roseville.

CITY CLERK. Shall mean the City Clerk of the City of Roseville.

DEPARTMENT. Shall mean the Department of Public Works of the City of Roseville, also referred to as the Department of Contract Administration. References made to the Department of Transportation otherwise shall mean the State of California Department of Transportation.

DIRECTOR. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ENGINEER. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ESTIMATED COST. The estimate prepared by the Public Works Director of quantities of work to be performed.

LIQUIDATED DAMAGE. The amount to be deducted from payments due or to become due to the Contractor for delay, as set forth in the Special Provisions.

PLANS. The official Project Plans, Standard Plans, Improvement Plans, Construction Standards, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Director which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Plans whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

a. Standard Plans - The Standard Plans of the Department of Transportation of the State of California.

b. Project Plans - The Project Plans are specific details and dimension peculiar to the Work and supplemented by the Standard Plans, insofar as the same may apply.

c. Construction Standards - The City of Roseville Design and Construction Standards.

STATE. Reference to the State or State of California shall mean City or City of Roseville unless the reference is to a law or regulation of the State, and reference to Sacramento shall mean Roseville unless otherwise noted.

SECTION 2. BIDDING

SECTION 2 SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed shall be submitted as its bid. Bids not presented on forms so furnished will be disregarded.

The proposal form is bound in a book together with the Notice to Contractors, special provisions, and Contract. The proposal shall set forth for each item of work, in clearly legible figures and words, an item price and a total for the item in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as required therein.

All items shown on the schedule of bid items shall be properly filled in and shall include all costs of labor, materials, equipment, and State, Federal, or other taxes applicable to the transaction. The completed forms shall be without inter-lineations, erasures or alterations of any nature. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the name and post office address of each member of the

firm or partnership must be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer of said corporation. If the proposal is signed by an agent, a "Power of Attorney" must be filed with the proposal.

The proposal shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the time and date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Proposal forms shall be obtained from the Director of Public Works, City of Roseville, California. Proposal forms are not transferable.

2-1.02 **REJECTION OF PROPOSALS AND DISQUALIFICATION OF BIDDERS.** Proposals may be rejected if they show any alterations of the forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one (1) proposal for the work contemplated, will cause the rejection of all proposals in which the Bidder is interested. The City reserves the right to reject any and all proposals.

2-1.03 **PROPOSAL GUARANTY.** All bids shall be presented under sealed cover and accompanied by one (1) of the following forms of Bidder's security.

a. Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City.

b. The security shall be in an amount equal to at least ten percent (10%) of the bid amount. A bid will not be considered unless one (1) of the forms of Bidder's security is enclosed with it.

c. A Bidder's bond will not be accepted unless it conforms to a bond form approved by the City Attorney. Upon request "Bidder's Bond" forms may be obtained from the Department.

2-1.04 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the Director. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and City is under no obligation to return the bids.

2-1.05 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a

basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

2-1.06 **PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

2-1.07 **COMPETENCY OF BIDDERS.** If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with the Bid on a form approved by the City Attorney, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City Attorney prior to the time for awarding bids on the specific project for which it is submitted, a joint bid submitted by said Bidders will be disregarded. No bid will be accepted from or a Contract awarded to any Bidder to whom a proposal form has not been issued pursuant to Section 2-1.06.

2-1.08 **GUARANTY AND WARRANTY.** The Contractor shall guarantee and warrant all materials supplied as being fit for the purpose intended. The Contractor shall guarantee and warrant all work performed as having been accomplished in a proper and workman-like manner. The guarantee and warranty required by this section shall continue for a period of one (1) year after Acceptance of the Work.

Should any failure of the work occur within a period of one (1) year, after Acceptance of the project by the City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) calendar days after being given written notice of such failure; provided, however, that in case of emergency where in the opinion of the Engineer, providing a reasonable attempt has been made to notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work the faithful performance bond may be reduced at the discretion of the City Council to not less than ten percent (10%) of the Contract price to cover said guarantee.

Additional guarantees or warranties may be required by the Special Provisions.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.04 **CONTRACT AWARD.** The right is reserved to reject any and all proposals. The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) calendar days after the public opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the Roseville City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) calendar days after the public opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred and four (104) calendar days after public opening of the proposals. The above time periods within

which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

All bids will be compared on the basis of the Director's estimate of the quantities of work to be done.

3-1.05 **CONTRACT BONDS.** The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be in a form approved by the City Attorney and shall be secured by a surety company satisfactory to the City Attorney. If the Contract price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

3-1.18 **CONTRACT EXECUTION.** The Contract, in form and contents satisfactory to the City, shall be executed by the successful Bidder and returned, together with the Contract bonds and certificates of insurance within fifteen (15) calendar days after written notice that the Contract has been awarded, or as otherwise directed, in writing, by the City. No proposal shall be considered binding upon the City until the execution of the Contract by the City.

3-1.20 **FAILURE TO EXECUTE CONTRACT.** Section 3-1.20, "Failure to Execute Contract" is added as follows:

"Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds

and insurance as provided herein within fifteen (15) calendar days, or within a different timeframe specified by City in writing, after such Bidder has received notice that the Contract has been awarded to him or her, shall be just cause for the annulment of the award and the forfeiture of the Bidder's security to the City as Liquidated Damages. The successful Bidder may file with the Roseville City Council a written notice, signed by the Bidder or his or her authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him or her. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds and insurance within the time prescribed by Section 3-1.18."

SECTION 4. SCOPE OF WORK

There are no amendments to the Standard Specifications.

SECTION 5. CONTROL OF WORK

5-1.02 **CONTRACT COMPONENTS.** These Standard Construction Specifications, the Standard Specifications, the Standard Plans, the Improvement Plans, Construction Standards, Project Plans, project Special Provisions (and any addenda), the Agreement, Contract Change Orders, and all supplementary documents are all essential parts of the Contract between Contractor and the City. A requirement occurring in one (1) is as binding

as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

In resolving inconsistencies among two (2) or more sections of the Contract Documents, precedence shall be given in the following order:

A. Special Provisions

B. City of Roseville Standard Construction Specifications

C. City of Roseville Design and Construction Standards

D. State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans

E. Drawings

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the Plans, the Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the Plans, reference shall be made to the Director, whose decision thereon shall be final.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-1.20B(5) **CITY OF ROSEVILLE ENCROACHMENT PERMITS.** Section 5-1.20B(5), "City of Roseville Encroachment Permits" is added as follows:

"The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by

the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director."

5-1.20B(6) **CITY OF ROSEVILLE BUSINESS LICENSE.** Section 5-1.20B(6), "City of Roseville Business License" is added as follows:

"The Contractor shall obtain a business license from the City prior to commencing work."

5-1.20B(7) **OTHER PERMITS.** Section 5-1.20B(7), "Other Permits" is added as follows:

"The Contractor in coordination with the Director shall procure any necessary permits which the City has not specifically mentioned as obtaining."

5-1.31 **JOB SITE APPEARANCE.** The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

5-1.38 **MAINTENANCE AND PROTECTION RELIEF.** Section 5-1.38 is deleted.

5-1.43 **POTENTIAL CLAIMS AND DISPUTE RESOLUTION.** Section 5-1.43 is deleted in its entirety and replaced with the following:

5-1.43A **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to payment for any additional compensation for any act or failure to act by the City, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the City due written Notice of Potential Claim as hereinafter specified.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within three (3) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit a complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) calendar days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for

additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities

affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these Standard Construction Specifications, including but not limited to Section 5-1.43B.

It is the intention of this Section 5-1.43A that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he or she shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

5-1.43B **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) calendar days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) calendar days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claims that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claims shall be processed and made within sixty (60) calendar days after the public entity issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a

qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall be responsible for the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 9-1.22.

5-1.46 **FINAL INSPECTION AND CONTRACT ACCEPTANCE.** When the Director has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the Plans and specifications, the Director will recommend that the Roseville City Council formally accept the work, and immediately upon and after such Acceptance by the City, the Contractor will be responsible for the work done for a period of one (1) year.

SECTION 6. CONTROL OF MATERIALS

6-1.03 **LOCAL MATERIALS.** Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the Contract, they will drain and will blend in with the surrounding terrain.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02K(2) **WAGES.** The provisions of paragraphs 1and 2 of Section 7-1.02K(2) of the Standard Specifications are amended to read as follows:

"Pursuant to the provisions of California Labor Code Section 1773, the City has identified the source, stated below, of the general prevailing rate of wages applicable to the

work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and are incorporated herein as part of the Contract.

Pursuant to California Labor Code Section 1773.2, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work."

7-1.02K(6)(b) **EXCAVATION SAFETY.** For trenches or excavation five feet (5') or deeper, the Contractor shall obtain from the Division of Industrial Safety, a permit authorizing such construction.

7-1.02O **VEHICLE CODE.** Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Vehicle Code Divisions 11, 12, 13, 14, and 15. Attention is directed to the statement in Section 591 that this section shall not relieve the Contractor nor any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

7-1.03 **PUBLIC CONVENIENCE.** Section 7-1.03 of the Standard Specifications is amended in part as follows:

1. Delete paragraph 10 ("Install signs, lights, flares . . .") and substitute the following:

"In order to expedite the passage of public traffic through or around the work, the Contractor shall install signs, lights, flares, temporary railing (type K), barricades, and other facilities for the sole convenience and direction of public traffic as may be required. Also, as may be required, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, temporary railing (type K), barricades, flaggers, and other facilities shall be included in the lump sum paid for traffic control and no additional compensation will be allowed therefor.

In addition to the requirements previously specified for furnishing facilities and flaggers to expedite the safe passage of the public through or around the work, the Contractor shall at his or her expense furnish and erect within or adjacent to the work such warning, regulatory, or guide signs, markers, or devices as are necessary."

2. Add a paragraph at the end of the section to read as follows:

"In addition to the requirements hereinbefore specified for furnishing facilities and flaggers for expediting the passage of public traffic through or around the work, the Contractor shall furnish and erect, within or adjacent to the limits of the Contract, such warning, regulatory, and guide signs as may be required. The Contractor shall furnish, install and remove all such signs. Payment for furnishing, installing and removing all such signs shall be included in the lump sum price paid for traffic control and no additional compensation will be allowed therefor."

7-1.04 **PUBLIC SAFETY.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor

shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements

of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

In accordance with California Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred or more square feet (100') of asbestos must be “Certified” in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these Standard Construction Specifications is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection, as provided in the proposal as separate Bid Items.

7-1.05 **INDEMNIFICATION.** The City of Roseville and its officers, agents, employees, and volunteers, including but not limited to the Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or any things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or his or her subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville and its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person including, but not

limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute.

The duty of the Contractor to defend, indemnify, and save harmless includes, but is not limited to, the duties to defend as set forth in Civil Code Section 2778. The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Roseville, its officers, agents, employees, and volunteers from any and all claims, suits, or actions as set forth above regardless of existence or degree of fault or negligence, on the part of the City, the Contractor, the subcontractor or employee of any of these; except the duty does not apply where the injury or damage is due to the sole or active negligence or willful misconduct of the City.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) calendar days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior

to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.16F, "Retentions," of the Standard Construction Specifications.

C. If the City had retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

7-1.06 **INSURANCE COVERAGE.** Section 7-1.06 Insurance in the Standard Specifications shall be deleted in its entirety and replaced with the following:

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the

City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars ($1,000,000) and limits of no less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars ($1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers'

Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars ($1,000,000) shall cover all Contractors staff while performing any work incidental to the performance or this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance (If Required by Risk Management):** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The

maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars ($2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and

obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars ($500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

SECTION 8. PROSECUTION AND PROGRESS

8-1.04 **START OF JOB SITE ACTIVITIES.** The Contractor shall begin work by the date specified in the "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is begun. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance of a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor's own risk and as a volunteer.

SECTION 9. PAYMENT

9-1.11C **PAYMENT INCLUSIONS.** The following is added to Section 9-1.11C Payment Inclusions:

"No additional compensation will be made to the Contractor for claims of increased overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order. No compensation for extended performance will be granted unless the delay exceeds more than half of the float time available at the time of the delay."

9-1.16E(4) **STOP NOTICE WITHHOLDS.** The City may, at its option and at any time, retain out of amounts due the Contractor, sums sufficient to cover claims (including costs and attorneys' fees), filed pursuant to California Civil Code Section 9350 et seq.

9-1.16F **RETENTIONS.** The Department shall retain five percent (5%) of the Contract price as part security for the fulfillment of the Contract by the Contractor.

9-1.16G **PAYMENT OF WITHHELD FUNDS.** Section 9-1.16G, "Payment of Withheld Funds" is added as follows:

"Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to without any retention. If the Contractor so elects, a deposit with the City of securities with a value equivalent to the retention that would otherwise be withheld by the City shall be made. Said security shall be as provided in California Public Contract Code Section 22300, and shall be approved by the City both as to sufficiency and form. In the alternative, the Contractor may elect to deposit such securities in an escrow account and enter into a standard form Escrow

Agreement for Security Deposits in Lieu of Retention. Blank Agreements are available from the Public Works Director and the City Attorney's Office."

9-1.17 **PAYMENT AFTER CONTRACT ACCEPTANCE.** "Final Payment" shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Roseville shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty five (35) calendar days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Placer.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment (including the final payment) or certificate shall be construed to be an Acceptance of any defective work or improper materials. Final payment shall not release the Contractor from one (1) year guarantee of the work as provided in Section 7-1.17, "Acceptance of Contract" and Section 2-1.12 "Guarantee and Warranty" of these Specifications.

SECTION 14. ENVIRONMENTAL STEWARDSHITP

14-8.02 **NOISE CONTROL.** The provisions of Section 14-8.02 of the Standard Specifications are amended by adding the following:

"The Contractor shall additionally conform to the provisions of Roseville Municipal Code Chapter 9.24 where such provisions are more restrictive than these specifications."

14-9.01 **AIR QUALITY GENERAL.** The provisions of Section 14-9.01, "Air Quality General" of the Standard Specifications are amended by adding the following:

"Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from the Placer County Air Pollution Control District and City of Roseville Fire Marshall. A copy of the permits shall be filed with the Director

before beginning any burning. All such burning shall be conducted in strict conformance with the provision stipulated in said permits and at such times and in such manner as to prevent fire from spreading to areas adjoining the right-of-way."

14-11.02A **ASBESTOS REMOVAL AND DISPOSAL.** Section 14-11.02A, "Asbestos Removal and Disposal" is added as follows:

"The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease work and notify the City."

END OF STANDARD SPECIFICATIONS

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of $375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) ”Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) ”Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) ”Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) ”Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) ”Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) ”Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.
The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.
If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SPECIAL PROVISIONS

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SPECIAL PROVISIONS
FOR THE
CITY OF ROSEVILLE

PHILLIP RD – WESTPARK DR BIKEWAY PROJECT

SCOPE OF SPECIAL PROVISIONS

1. The work described in these Special Provisions shall be performed in conformance with the latest editions of the City of Roseville Standard Construction Specifications, City of Roseville Design and Construction Standards, 2015 State of California Standard Specifications, Amendments to the 2015 Standard Specifications, 2015 Standard Special Provisions, and 2015 Standard Plans, except insofar as these Special Provisions may modify them.

2. With the exception of section 2, "Bidding," numbering in these Special Provisions conforms to that in the State Standard Specifications. The existence of a section in these Special Provisions means that the corresponding section in the Standard Construction Specifications, State Standard Specifications, and/or State Revised Standard Specifications is modified in some respect.

3. The construction materials, payments, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications, State Standard Specifications, and/or State Revised Standard Specifications for conformance.

DISCREPANCIES AND OMISSIONS

Replace section 5-1.02 with:

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

1. Special Provisions
2. City of Roseville Standard Construction Specifications
3. City of Roseville Design and Construction Standards
4. Amendments to the 2015 State Standard Specifications
5. 2015 State Standard Specifications
6. 2015 State Standard Plans
7. Drawings

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over general Drawings. Detailed Drawings shall take precedence over General

Drawings. Specific specifications take precedence over a general specification. Specification in a section takes precedence over a specification referenced by that section.

If a discrepancy is found or confusion arises, submit an RFI.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.06:

1-1.06 ABBREVIATIONS

BMP	Best Management Practice
CAMUTCD	California Manual on Uniform Traffic Control Devices

Replace the definition for holiday in section 1-1.07B with:

1-1.07B GLOSSARY

Holiday: Holiday shown in the following table:

Holidays

Holiday	Date observed
New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectfully) shall be a designated holiday.

2 BIDDING

Add section 2-1.00:

2-1.00 SCOPE

The bidder's attention is directed to the provisions in section 2, "Proposal Requirements and Conditions", of the Standard Construction Specifications for the requirements and conditions which he/she must observe in the preparation of the proposal form and the submission of the bid.

Add section 2-1.08:

2-1.08 OBTAINING PLANS AND SPECIFICATIONS

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be purchased or downloaded on-line from Public Purchase service at http://www.publicpurchase.com/. The service requires that the Contractor establish a username and password in order to download and/or order plans and specifications.

Add section 2-1.11:

2-1.11 SUBMITTAL OF PROPOSALS

In addition to the requirements of the Notice to Contractor's and the Standard Construction Specifications, proposals must be submitted to the City Clerk, under sealed cover and plainly marked on the outside, PHILLIP RD – WESTPARK DR BIKEWAY PROJECT, no later than the date and time of public submittal of proposals as specified in the Notice to Contractor's. Any addenda to these Special Provisions or other contract documents shall be acknowledged where indicated.

Add section 2-1.13:

2-1.13 QUESTIONS

Question shall be submitted in writing to http://www.publicpurchase.com/ no later than 7 working days prior to the bid opening. Questions submitted after the above listed deadline will not be addressed. The City will respond in writing to the questions no later than 3 working days prior to the bid opening.

3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.02A:

3-1.02A GENERAL

For a Base Bid/Alternate Bid project, the City of Roseville shall determine the apparent lowest responsive/responsible bidder, at the time of bid opening, based on the lowest total of the Base Bid plus the Alternative Bid items. The City of Roseville, if it chooses to award, shall award the lowest responsible/responsive bidder based on the lowest total of the Base Bid plus any Alternative Bid item(s) at the City's discretion. Depending on budget constraints, the actual project may, at the City's discretion, include items from only the Base Bid or from the Base Bid plus one or more Alternate Bid items. The Contractor must submit for all Base Bid and all Alternate Bid items. No response or response of zero on any bid item shall be deemed a non-responsive bid.

4 SCOPE OF WORK

Add to section 4-1.01:

4-1.01 GENERAL

The project consists of curb ramp, bike ramps, bicycle refuge zone, driveway, miscellaneous concrete, vegetation removal, pavement marking removal, temporary striping, permanent striping.

Add to the list in the 1st paragraph in section 4-1.06B:

4-1.06B CONTRACTOR'S NOTIFICATION

3. During the progress of the work, if material is discovered that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed and disposed at a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, the party discovering such conditions shall promptly notify the other party in writing before conditions are disturbed and before the affected work is performed.

Add to section 4-1.13:

4-1.13 CLEANUP

The Contractor shall remove all temporary pavement delineation.

Prior to submitting the final payment request, the Contractor shall remove all reference markings (i.e. USA markings, striping reference points, utility reference points) placed during the course of work by pressure washing.

5 CONTROL OF WORK

Add to section 5-1.01:

5-1.01 GENERAL

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer, along with all affected utility companies, 2 working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide 1 inspector and 1 resident engineer for an 8 hour day and 40 hour per week basis only, excluding designated City, State, or Federal holidays. The Contractor shall reimburse the City in the amount of $226.00 per hour for inspection and $250.00 per hour for Resident Engineer costs for time in excess of 8 hours per day, 40 hours per week, or inspection performed during designated City holidays. Designated City holidays are listed in section 1-1.07B, "Glossary."

The Contractor shall provide a competent person during normal working hours to assist the Engineer, when required, in checking the Contractor's layout and for measuring quantities for payment purposes.

The Contractor shall cooperate with the Engineer so that checking and measuring may be accomplished with the least interference to the Contractor's operations.

Add to Section 5-1.20A:

5-1.20A GENERAL

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate his work with that of others, including utility companies, and, other local agencies to prevent delays.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays

of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

Five days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by City staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations. The Contractor representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

City of Roseville Maintenance forces may undertake crack filling or pavement repair work concurrently with the Contractor's work. The Contractor shall cooperate with these forces and schedule so that the work can progress to completion in a minimum time frame.

Add to section 5-1.20B(1):

5-1.20B(1) GENERAL

The Contractor shall obtain a business license from the City of Roseville prior to performing the work.

The Contractor may use water from City of Roseville fire hydrants provided that the required permits are obtained and the Contractor has paid the associated fees. The contractor shall supply the Engineer with a copy of the required permits.

More information regarding hydrant permits can be found by following the link below:

https://www.roseville.ca.gov/environmental_utilities/utility_infrastructure_and_projects/hydrant_permit.php

Add to section 5-1.20B(4):

5-1.20B(4) CONTRACTOR-PROPERTY OWNER AGREEMENT

The Contractor is responsible for making arrangements to stock-pile and store equipment outside the public right-of-way as work is performed. Personal vehicles of the Contractor's employees shall not be parked on the traveled way, shoulders, or private property, including any section closed to public traffic.

The Contractor shall secure easements at their own expense for any areas required for plant sites, storage of equipment or materials, or for any other purposes. Before occupying any easement area, the Contractor shall provide the Engineer a written statement from each property owner verifying easement acquisition.

Staging areas located on private property shall be restricted to properties where the property owner has given written authorization to the Contractor for use of said property. The Contractor shall submit, at the preconstruction conference, documentation of the written authorization from the property owner(s). Prior to final acceptance of the project, the Contractor shall provide the Engineer a written statement of release from each property owner that granted an easement for the Contractor's operations.

Replace section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

The Contractor shall be responsible to provide all surveys to control the lines, elevations and dimensions of the work in conformance with the plans. Any deviation from the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer. Where new construction connects to

existing facilities, the Contractor shall check and establish the exact location prior to construction of the facility.

The Contractor shall be responsible for the accuracy of his/her own layout work and shall be responsible and liable for the preservation of all established lines, grades and layout points. Stakes damaged or destroyed by the public, or operations of the Contractor, will be replaced at the Contractor's expense.

Add to section 5-1.36 of the Revised Standard Specifications:

5-1.36 PROPERTY AND FACILITY PRESERVATION

The Contractor shall notify Underground Service Alert (USA) at (800) 642-2444 at least 72 hours in advance of beginning work on the project. The Contractor is cautioned that there are underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, fiberoptic, traffic, and storm drainage collection facilities.

The scope of this project is not anticipated to interfere with existing underground or overhead utilities other than to raise manhole and valve covers to grade as necessary. However, the Contractor shall take notice of existing utility covers and trench lines. The Contractor shall use extreme caution when excavating, raising manholes, and paving in the vicinity of such facilities.

The Contractor shall visit the site of the proposed work and determine the quantity and location of the manholes, valve covers and utility appurtenances to be encountered in the proposed work area and adjust his/her bid accordingly. Damage to such utilities resulting from the Contractor's operations to complete the project shall be repaired at the Contractor's expense.

Where possible conflicts exist, the Contractor shall verify the grade and location of existing underground utilities by careful hand digging prior to beginning work. In the event the Contractor discovers existing utilities within the limits of the excavation, the Contractor shall immediately notify the Engineer and the affected utility owner by the most reasonable expeditious method and later confirm in writing. All required relocation of existing facilities that interfere with the work shall be made by the owning agencies.

All existing utilities are to remain in service during construction. The Contractor shall be required to work around existing utility poles that will remain in the curb or sidewalk. The Contractor shall also be required to work around existing utility poles that are not within the actual pavement sections. Minor changes in alignment of slopes shall be made to avoid direct conflict that will interfere with the intended purpose of the facility.

Add to Section 5-1.36E of the Revised Standard Specifications:

5-1.36E SURVEY MONUMENTS

Within the project limits, there are various types of survey monuments including monuments within wells/boxes and unprotected monuments within the existing asphalt.

The contractor shall protect all monuments in place. The City may conduct a post construction survey to determine if a monument has been disturbed, obliterated, or otherwise obscured during construction. The Contractor shall be responsible for all costs to re-establish the survey monuments that disturbed, obliterated, or otherwise obscured during construction to the latest City Standards or as directed by the Engineer.

Add section 5-1.36F:

5-1.36F IRRIGATION FACILITIES

It shall be the responsibility of the Contractor to protect existing roadway facilities (including but not limited to culverts, manholes, monuments, railings, signs, traffic signal detectors, and other roadway appurtenances). Facilities damaged due to the Contractor's operations shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.

In the event that a sign is knocked down or street maintenance type work is required in the City of Roseville, the Contractor shall immediately call Street Maintenance at (916) 774-5790 during business hours or (916) 847-1611 during non-business hours so a repair crew can be dispatched.

6 CONTROL OF MATERIALS

Add to section 6-2.02A:

6-2.02A GENERAL

Material testing for this project will be provided by the Contractor as set forth in section 6 of the State Standard Specifications and the most current City of Roseville's Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project. The Contractor may elect to place material without the approved certificates of compliance and mix designs at Contractor's own risk. The Contractor shall notify the Engineer in writing to get the approval of placement of material without approved certificates of compliance and mix design, and $10,000 will be withheld from the Contractor's progress payment for each certificate of compliance and mix design until the certificate of compliances and mix designs are submitted and approved.

Samples, certificates of compliance, lists of materials and material sources, access to facilities, requests for testing and all other data relating to material testing shall conform to section 6 of the State Standard Specifications, "Control of Materials." Contractor shall provide the Engineer with 5 working days' notice of the need for material testing.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02K(5):

All work shall be constructed during the following working hours:

Add to section 7-1.04:

7-1.04 PUBLIC SAFETY

The Contractor shall cooperate with and notify the local police and fire departments, refuse, ambulance services, transit, hospitals, and Public Works Street Division of proposed construction operations 5 days before work is to begin.

The Contractor shall be responsible to notify and coordinate their schedule with schools that may be in or adjacent to the projects area.

8 PROSECUTION AND PROGRESS

Add to section 8-1.01:

8-1.01 GENERAL

The Contractor shall prepare a Traffic Control Plan that conforms to section 12, “Temporary Traffic Control.”

The work shall be performed in conformance with the phases of construction shown on the Contractor's Traffic Control Plan. Traffic Control that does not conflict with work in subsequent traffic control phases may proceed concurrently with work in preceding phases on single roadway segment.

For this project:

1. Concrete work
2. Remove pavement markings
3. Temporary Striping
4. Place Permanent Striping

Replace section 8-1.02 with:

8-1.02 SCHEDULE

The Contractor shall submit a progress schedule to the Engineer at the preconstruction conference. The progress schedule shall state the street name, the anticipated start and completion dates and the type of construction operation anticipated for each street, and an alternate date in the event the Contractor does not meet their schedule. Work that exceeds the stated completion date shall be understood as being out of conformance with the progress schedule and these Special Provisions. Strict conformance to the progress schedule shall be maintained and should the Contractor not meet their schedule liquidated damages shall apply as outlined in these Special Provisions, the only acceptable delay is due to weather. The Contractor shall submit a revised progress schedule within 5 working days of the Engineers written request.

Scheduling of change orders or extra work orders is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change orders or extra work order and submit it to the Engineer for review and approval. With the concurrence of the Engineer, change or extra work orders of a magnitude less than $500 do not need to be scheduled, unless the order affects the project schedule or other outside parties.

If the Engineer finds the Contractor is entitled to an extension of any completion date under the provisions of the contract the Engineer's determination of the total number of days extension will be based upon the current analysis of the schedule and upon data relevant to the extension.

Replace section 8-1.03 with:

8-1.03 PRECONSTRUCTION CONFERENCE

Prior to the start of construction, a preconstruction conference will be called by the Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representation at

this conference shall include all major superintendents for the work and may include major Subcontractors and material suppliers.

The Contractor shall be responsible to coordinate utility relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference or within 5 working days thereafter.

Add to section 8-1.04:

8-1.04 START OF JOBSITE ACTIVITIES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 20 Working Days beginning no later than the fifteenth calendar day after the date shown on the Notice to Proceed.

Notify the Engineer in writing that all work has been completed. The Engineer will create a punch list of items to be addressed prior to acceptance. Complete all punch list items within the contract working

Add to section 8-1.10A:

8-1.10A GENERAL

The City specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Add to section 8-1.10B:

8-1.10B FAILURE TO COMPLETE WORK PARTS WITHIN SPECIFIED TIMES

The roadway shall be fully opened to traffic by the end of the roadways last working hour. The Contractor shall pay to the City liquidated damages of $1,000 per hour for each hour, or portion of an hour, after the last working hour is exceeded and that a traveled lane remains closed due to the Contractor’s operations.

After the working hours of the roadways are exceeded by 1 hour of the last working hour, the Contractor shall pay to the City liquidated damages of $2,000 per hour for each hour, or, portion of an hour, that a traveled lane remains closed due to the Contractor’s operations.

For other failures to complete work within a specified time, unless otherwise specified herein, the Contractor shall pay to the City liquated damages of $2,000 per hour for each hour, or, portion of an hour, that the work remains incomplete.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Add to section 8-1.10C:

8-1.10C FAILURE TO COMPLETE WORK PARTS BY SPECIFIED DATES

For other failures to complete work by a specified time, unless otherwise specified herein, the Contractor shall pay to the City liquated damages of $2,000 per hour for each hour, or, portion of an hour, that the work remains incomplete.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

Add to section 8-1.13:

8-1.13 CONTRACTOR'S CONTROL TERMINATION

The Contractor is responsible for all material and/or equipment necessary to perform the project as specified. Should the City have to supply the Contractor with time, material, or equipment to complete work beyond that which is specified herein, the Contractor shall be billed accordingly.

9 PAYMENT

Add to section 9-1.02A:

9-1.02A GENERAL

Payment for all work bid at a price per unit of measurement will be based upon actual quantities of work as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim for anticipated profits, or loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done or materials furnished and the estimated amount.

The percentage paid for "Traffic Control System" and "Placement and Maintenance of BMPs" bid items on each progress payment shall be based on percentage of actual work completed excluding those items not to exceed 100%.

Add to section 9-1.16A:

9-1.16A GENERAL

The Contractor shall submit all requests for progress payments using the forms included in Appendix A:

Form CC1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to its request for payment. This will be mandatory on all contract requests.

Form CC2: Progress Payment Request – Detail - This form may be used by the Contractor to provide the detail required to verify payment quantities. (City will accept the Contractor's standard form if it provides the required information).

Form CC3: Quantity Change Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the contract, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract items of work.

Replace Reserved in section 9-1.17A with:

9-1.17A GENERAL

The Contractor shall submit:

Form CC4: Final Release Form - This form must accompany all requests for final payment (see Appendix A).

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

12-1.01 GENERAL

Attention is directed to sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Revised State Standard Specifications, State Standard Specifications, Standard Construction Specifications, and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the requirements of section 7-1.04, "Public Safety."

Delete section 12-1.04:

12-1.04 PAYMENT

Add to section 12-3.32

12-3.32 PORTABLE CHANGEABLE MESSAGE SIGNS

In addition to Section 12-3.32 of the State Standard Specifications, portable changeable message sign shall be furnished, placed, operated and maintained for the duration of the project at those locations indicated on the plans or where designed by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these Special Provisions. Contractor shall provide portable changeable message signs at the beginning and end of each roadway segment to be resurfaced and at each segments intersection with an arterial roadway (both directions). City of Roseville roadway classifications can be found by following the link below and clicking on the "California Road System (CRS) Map" link on the website:

https://dot.ca.gov/programs/research-innovation-system-information/office-of-highway-system-information-performance

Portable changeable message signs shall be placed at least 10 working days prior to the start of initial work and shall remain in place for the duration of the work. Changeable message signs shall state the street the work is taking place, the dates, the time of work and type of work. Changeable message signs shall be turned off after initial work on a roadway segment is complete and no work is anticipated on a segment for five (5) working days. Prior to resuming work on a roadway segment, changeable message signs shall be turned on five (5) working days in advance.

The contract price paid for each Portable Changeable Message Signs shall include full compensation for furnishing all labor, materials, tools, equipment, maintenance, relocating, removal, and incidentals, and for doing all work involved in placing, maintaining, and removing Changeable Message Signs, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

Add to section 12-4.01A:

12-4.01A GENERAL

At the preconstruction conference, the Contractor shall submit a Traffic Control Plan showing traffic control measures and/or, if approved, detours for vehicles and pedestrians affected by the construction work. A minimum of 7 working days will be required to review and provide the Contractor with comments on the plan. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work until the Engineer has accepted the traffic control plan.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning, and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours per day and shall not be limited to normal working hours.

The Traffic Control Plan shall cover all stages of work, per site, and include (but not limited to) the following information and detail: (1) Street closures and detours if allowed; (2) construction, warning, detour and restriction signs, including "No Parking", “Loose Gravel”, “Construction Area Speed limit Signs, “and “Bump Ahead” signs; (3) temporary striping and pavement markers; (4) barricades; (5) flashing arrow signs; (6) lighted message boards; (7) portable delineators; (8) traffic cones; (9) lights, flares, flaggers, and spacing’s.

A copy of the accepted Traffic Control Plan must be kept at the job site at all times.

Temporary lane closures will be allowed only during approved working hours. During the closures, the contractor shall maintain access to adjacent properties. No lane closures may begin without an approved traffic control plan. Contractor shall provide at least 1 lane in each direction on all existing streets throughout the construction project unless otherwise approved in writing by the Engineer.

The Contractor shall cooperate with and notify the local police and fire department, ambulance services, hospitals, post office, refuse collectors, schools and school districts, transit, and residents of proposed construction operations and traffic control operations a minimum of 5 working days before work is to begin in each work area. If changes are made to the Traffic Control Plan, Contractor shall re-notify at least 2 working days before work is to begin. In addition, the Contractor shall make available a 24 hour telephone number in case of emergencies and/or problems.

The Contractor will be responsible for notifying residents and businesses of the proposed construction. Notifications shall be distributed to residents and businesses within a 100 feet radius of the job limits, including residents and businesses located on streets adjacent to the construction.

Notifications to affected residents and businesses within the work areas and shall consist of one phase which shall be performed for all roadway treatments applications.

The phase consists of the Contractor posting “No Parking” signs on barricades 48 hours prior to the work on streets that allow parking where required. The “No Parking” signs shall also include the exact working day that the construction work will take place. A warning indicating that vehicles will be towed away at the owner’s expense shall also be included on the “No Parking” signs. In addition, the Contractor shall make available a 24 hour telephone number in case of emergencies and/or problems and shall post the telephone number on the “No Parking” signs. The Contractor shall be responsible for placing temporary “No Parking” signs in advance of any construction activity. Barricades shall be placed a maximum of 500 feet apart, on both sides of the affected street. This shall be repeated for any subsequent construction operation portion of work. At the preconstruction conference, the Contractor shall provide the Engineer a copy of the proposed notification “No Parking” for acceptance.

The Contractor shall be responsible for placing “Construction Speed Limit” signs on both sides of the affected street 1 hour prior to the street being opened to traffic after placement of chip seal. The speed limit for the “Construction Speed Limit” signs cannot be less than 10 mph below the posted speed. At the preconstruction conference, the Contractor shall submit to the Engineer a sample “Construction Speed Limit” sign for acceptance. Signs shall be placed a maximum of 500 feet apart, on both sides of the affected street.

Emergency access to driveways, intersections, and residential streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

Lane and street closure shall not be allowed without proper advance warning devices, signing and flag persons in conformance with the State Standard Specifications and these Special Provisions. At the completion of each working day, all lanes of traffic shall be open to the public. Street closure shall not be allowed on schedule refuse collections days.

The provisions in this section shall not relieve the Contractor from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety.”

Traffic Control shall include all labor, tools, equipment and materials required to provide, maintain, and remove all signage, flagmen, temporary barricades, and appurtenances to provide traffic control within the project limits as set forth in the State Standard Specifications, California Manual on Uniform Traffic Control Devices (CAMUTCD), these Special Provisions, and as directed by the Engineer.

The Contractor shall have on their payroll a competent person responsible for all traffic control required for this project. The person shall be on site at all times whenever traffic control is in effect. Contractor shall identify this person at the preconstruction conference.

Should the Contractor decide to subcontract the traffic control portion of this project, the Subcontractor shall be available as previously described. In addition, the Contractor shall also appoint a person to oversee the traffic control operations. The Contractor's appointee shall be available and responsible to implement the necessary traffic control plan according to the accepted traffic control plan and the latest edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Any vehicle used to place, maintain, or remove components of a traffic control system on multilane highways at night shall be equipped with a Type II flashing arrow sign which shall be in operation at all times while the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

During the working hours, the Contractor may, with the Engineer’s approval, close 1 of the traffic lanes of and existing 2 lane road, to perform the required work. The contractor shall maintain two-way traffic. Lane closure shall not be allowed without proper advance warning devices and signing, and flag person control in conformance with the State Standard Specifications and these Special Provisions. The Engineer shall

be the sole judge of the spacing, length, and sequence of the lane closure areas. At the completion of each working day, all existing lanes of traffic shall be maintained open to traffic and temporary traffic markers shall be placed (if necessary). Provisions must be made for the uninterrupted passage of emergency vehicles through the project limits at all times, regardless of controlled traffic conditions existing at the time.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

If there is a discrepancy and/or the Traffic Control Plan submitted and approved by the City is not followed Contractor shall correct the discrepancy within 1 hour. If this is not mitigated the Contractor will stop work as directed by the Engineer.

Replace section 12-4.02A(2) with:

12-4.02A(2) DEFINITIONS

See section 1-1.07B of these Special Provisions for designated holidays.

Add to section 12-4.02C(3)(a):

12-4.02C(3)(a) GENERAL

Non-compliance with the traffic lane closure hours as specified in these Special Provisions shall result in a deduction from the Contractor's progress payment(s) as specified in section 8-1.10B.

Replace section 12-4.05D with:

12-4.05D PAYMENT

Full compensation for conforming to all requirements specified in section 12, "Temporary Traffic Control," excluding sections 12-3.32, "Portable Changeable Message Signs" and 12-6, "Temporary Pavement Delineation," shall be considered as included in the contract lump sum price paid for "Traffic Control System."

Replace the first sentence in section 12-6.01 with:

12-6.01 GENERAL

Section 12-6 includes specifications for placing temporary pavement delineation.

Add to section 12-6.01:

Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety."

Whenever existing thermoplastic traffic stripes, pavement markings and pavement markers are obliterated the minimum temporary pavement delineation to be provided shall be a single coat of waterborne traffic line paint applied in conformance with section 84, “Markings” of the State Standard Specifications and these Special Provisions.

Temporary pavement delineation shall be placed in three stages of work; temporary pavement delineation shall be placed after existing thermoplastic striping is removed. After any existing thermoplastic pavement striping, markings, and pavement markers or temporary paint has been obliterated by construction operations, a single coat of waterborne traffic line paint shall be installed prior to opening the traveled way to public traffic or as determined by the Engineer. No significant difference in alignment between temporary paint and the existing thermoplastic stripes and markings shall be allowed. If, in the opinion of the Engineer, a misalignment exists it shall be repaired to the satisfaction of the Engineer at the Contractors expense.

Temporary pavement delineation on the final pavement surface shall be laid out in its final location, with the exception of locations where significant striping changes are to be made (changed lane assignments, new lanes, etc), by a C-32 – Parking and Highway Improvement Contractor licensed contractor. Temporary pavement delineation on the final pavement surface shall be temporary raised pavement markers and shall only be used for lane line delineation, limit lines and yield lines shall be a single coat of paint. The temporary raised pavement makers shall be the peel and stick variety. All raised pavement markers shall be removed prior to the placement of permeant pavement delineation. Temporary raised pavement markers shall be continuously maintained such that all lanes are clearly identified at all times. Failure to place permanent pavement delineation within 14 days of the final surface shall require the contractor to remove and replace all temporary delineation and be assessed damages.

Add to section 12-6.03B:

12-6.03B TEMPORARY LANE LINE AND CENTERLINE DELINEATION

Temporary laneline or centerline delineation consisting entirely of pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum of 14 days. Prior to the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the existing pavement delineation for the area, as determined by the Engineer.

If no-passing centerline pavement delineation is obliterated, install the following temporary no-passing zone signs before opening lanes to traffic:

1. W20-1 (Road Work Ahead) sign from 1,000 to 2,000 feet in advance of the no-passing zone
2. R4-1 (Do Not Pass) sign at the beginning of the no-passing zone and at 2,000-foot maximum intervals within the no-passing zone
3. W7-3a (Next ___ Miles) plaque beneath the W20-1 sign for continuous zones longer than 2 miles
4. R4-2 (Pass With Care) sign at the end of the no-passing zone

The Engineer determines the exact location of temporary no-passing zone signs. Maintain the temporary no-passing zone signs in place until you place the permanent no-passing centerline pavement delineation.

Remove the temporary no-passing zone signs when the Engineer determines they are no longer required for the direction of traffic.

Add to section 12-6.04:

12-6.04 PAYMENT

Full compensation for conforming to all the requirements specified in section 12-6, “Temporary Pavement Delineation” shall be considered as included in the lump sum contract price paid for “Temporary Pavement Delineation.”

13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

13-1.01A SUMMARY

BMP devices shall conform to those shown within the City of Roseville’s Storm Quality BMP Guidance Manual for Construction. The acceptable DI protection is shown in Appendix D of these Special Provisions and shall be installed and maintained by the Contractor. BMP’s shall remain in place during the full construction processes, plastic and or roofing paper is not acceptable to be used for drainage covers.

Add to section 13-1.04:

13-1.04 PAYMENT

Full compensation for conforming to all requirements specified in section 13, “Water Pollution Control” shall be considered as included in the contract lump sum price paid for “Placement and Maintenance of BMPS.”

14 ENVIRONMENTAL STEWARDSHIP

Add to section 14-8.02:

14-8.02 NOISE CONTROL

Noise level requirements shall apply to all equipment used on the project including, but not limited to, trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

19 EARTHWORK

Add section 19-1.01A:

19-1.01A SUMMARY

In addition to the requirements of Section 19-1.01 of the State Standard Specifications, the following shall apply:

The Contractor shall perform all excavation required for the complete project, to the lines and grades as shown on the Project Plans, as described in these Special Provisions, and as directed by the Engineer.

HAZARDOUS MATERIAL DISPOSITION:

During the course of trenching, grading, grinding, or other excavation, should potentially hazardous materials or other questionable materials be encountered, the City's Resident Engineer shall be contacted immediately. The Contractor shall mark the site. The City will respond within 24 hours to investigate the site and render an opinion on the questionable materials regarding future action at the site. The intent is to minimize schedule delays to the construction.

The City will be responsible for delineating any required exclusions zones, removing and containerizing questionable material, as well as monitoring the work site for compliance with applicable health and safety compliance.

Removed material will be contained in drums, or drop boxes, depending on the volume, and temporarily staged within the fenced area behind the existing building located at the west side of the parking lot. The staging duration will only be long enough to obtain analytical laboratory results and confirm disposition instructions on the material. For each discovery, it is anticipated the material will be staged for less than 30 days.

19-2.02 UNSUITABLE MATERIAL

In addition to the requirements of Section 19-2 of the State Standard Specifications, the following shall also apply:

Should unsuitable material be encountered which, in the opinion of the Engineer, cannot be stabilized, the Contractor shall remove the unsuitable material to the dimensions and limits directed by the Engineer. The Contractor shall use extra care in excavating unsuitable materials so as not to aggravate the conditions. If, in the opinion of the Engineer, the Contractor's methods and equipment are increasing the amount of unsuitable materials to be excavated, the Engineer will require the Contractor to take necessary steps to correct the situation. Should the problem continue, the Contractor shall pay all costs beginning from the time correction steps were last implemented.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Unsuitable materials shall be removed from the job site and not incorporated into embankments.

The Contractor shall make provisions to replace all material identified as unsuitable prior to placement of hot mix asphalt. Typical treatment for unsuitable base will include excavation of 12" of material, placement of Tensar BX1200 Geogrid or equal, and placement of Class II ab.

The estimated quantity for "Unsuitable Material" is for bidding purposes only and an estimated 500 cubic yards has been included. The quantity can be extended, reduced, or deleted at the discretion of the Engineer, with no change in the unit bid price. If unsuitable material is discovered, the Contractor will notify the Engineer for approval of excavation and backfill. If the Engineer does not approve that the material is unsuitable prior to excavation and backfill, the Contractor will be responsible for the cost of excavation and backfill.

The contract unit price paid per cubic yard for Unsuitable Material shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, backfill, geogrid, aggregate base, compaction, removal and incidentals, and for doing all work involved in constructing Unsuitable Material, complete in place, as shown on the plans, as specified in the State Standard Specifications and these

Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor

73 CONCRETE CURBS AND SIDEWALKS

Add to section 73-1.01:

73-1.01 GENERAL

All concrete curb ramps, bike ramps, driveways, and bicycle refuge zones shall be installed per provisions in Section 73 of the Caltrans Standard Specifications, Roseville Construction Standard Details ST-21 and as shown on the plans including the following provisions:

All concrete curb ramps, bike ramps, driveways, and bicycle refuge zones shall be Class A, six sack, Type II mix, and shall conform to provisions in Section 90 of the Caltrans Specifications.

Add to section 73-3.01:

73-3 GENERAL

All curb ramp layouts (center of ramp), bike ramps, bicycle refuge zones, and driveways shall be approved by the engineer prior to demolition of existing concrete sidewalk, curb and gutter.

Curb ramps shall be constructed as shown on plans consisting of concrete curb ramp paving, detectable warning panel, curb and gutter, retaining curbs and asphalt plug. Under this item of the proposal, the Contractor shall include the cost for demolishing, clearing and grubbing, grading, furnishing, placing, finishing and curing, of the concrete curb and gutter, concrete curb, asphalt plug, and concrete paving in the unit price of the bicycle curb ramp per bid item. Bid price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work, complete in place, including the placement of rebar, placement of aggregate base and asphalt pavement as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bike ramps shall be constructed as shown on plans consisting of concrete bike ramp paving, curb and gutter, retaining curbs and asphalt plug. Under this item of the proposal, the Contractor shall include the cost for demolishing, clearing and grubbing, grading, furnishing, placing, finishing and curing, of the concrete curb and gutter, concrete curb, asphalt plug, and concrete paving in the unit price of the bicycle curb ramp per bid item. Bid price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work, complete in place, including the placement of rebar, placement of aggregate base and asphalt pavement as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bicycle refuge zones shall be constructed as shown on plans, consisting of concrete paving, detectable warning panel curb and gutter, retaining curbs, and asphalt plug. Under this item of the proposal, the Contractor shall include the cost for demolishing, clearing and grubbing, grading, furnishing, placing, finishing and curing, of the concrete curb and gutter, concrete curb, detectable warning panel, asphalt paving, and concrete paving in the unit price of the bicycle refuge zone bid item. Bid price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work, complete in place, including the placement of rebar, placement of aggregate base and asphalt pavement as shown on the standard plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Driveway per ST-21 shall be constructed as shown on plans, consisting of concrete paving, curb and gutter, and asphalt plug. Under this item of the proposal, the Contractor shall include the cost for demolishing, clearing and grubbing, grading, furnishing, placing, finishing and curing, of the concrete curb and gutter, concrete curb, asphalt plug, and concrete paving in the unit price of the driveway per ST-21 bid item. Bid price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work, complete in place, including the placement of rebar, placement of aggregate base and asphalt pavement as shown on the standard plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

DIVISION IX TRAFFIC CONTROL DEVICES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

Add the following to section 81:

81-3.01A Summary

Pavement markers shall be installed per provisions in section 85 of the City of Roseville Construction Standards and these Special Provisions.

Pavement markers shall be applied at all locations where existing pavement markers are obliterated or covered as a result of construction operations.

At locations where bike lane striping is used to channelize traffic, acceleration lanes, right turn deceleration lanes and bus turnouts, both stripes shall be detail 38. Reflective pavement markers shall be placed along both stripes.

81-3.03A General

The Contractor shall be responsible for removal and establishing alignment of all pavement markers outlined on the plans. The Contractor shall place lane lines, centerlines, no passing zones – two way direction lines, channelizing lines, and fire hydrant markers. The Contractor shall be responsible for placing all pavement markers.

81-3.04 PAYMENT

Full compensation for conforming to all requirements specified in section 81-3, “Pavement Markers” shall be paid for at the contract lump sum price paid for “Pavement Striping and Markings, Pavement Markers (Thermoplastic)”, “Pavement Striping and Markings, Pavement Markers (Paint)”, and “Remove Pavement Markings, Striping, and Markers.”

82 SIGNS AND MARKERS

Add to section 85-5.02l:

82-5.02l K71 VERTICAL DELINEATOR

A vertical delineator is shown on the Bid Item List as a Type K71 Delineator.

Add to section 82-5.03:

82-5.03 CONSTRUCTION

Vertical delineators shall be installed per the following procedure:

A - Locate and mark surface where post(s) will be installed.

B - Use 1” wide Carbide drill bit. C - Drill hole 5 3/4” deep.

D - Remove drill debris powder by air pressure

E - Insert Nylon reinforcement screen flush to road surface

F - Fill hole with 2 part adhesive resin

G - Insert metal anchor sleeve

H - Let cure

I - Remove anchor sleeve protective cap, using T-Bar insert through top center of post and screw base plate directly into bonded anchor sleeve until secure.

Add to section 82-5.04:

82-5.04 PAYMENT

The contract price paid for each Type K71 Delineator shall include full compensation for furnishing all labor, materials, tools, equipment, maintenance, relocating, removal, and incidentals, and for doing all work involved in placing, maintaining, and removing Type K71 Delineator, complete in place, as shown on the plans, as specified in the these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

84 MARKINGS

Add to section 84-1.01:

84-1.01 GENERAL

Traffic stripes and pavement markings shall be installed per provisions in section 84 of the City of Roseville Construction Standards and these Special Provisions.

Before obliterating any pavement delineation, the alignment and location of the pavement delineation shall be referenced by the Contractor with a sufficient number of control points to reestablish the alignment and location. The references shall also include the limits or changes in striping pattern, including limit lines, crosswalks and other pavement markings.

Traffic stripes and pavement markings shall be replaced at all locations where existing traffic stripes and pavement markings are obliterated or covered as a result of asphalt resurfacing operations.

Unless otherwise noted on the plans, the Contractor shall replace all pavement delineation on the same alignment and location.

Add to section 84-2.02:

84-2.02 MATERIALS

The kind of paint to be used (solvent borne, water borne or acetone-based) shall be determined by the Contractor based on the time of year the paint is applied and local air pollution control regulations.

Thinning of paint will not be allowed.

Paint shall be tested prior to use or the manufacturer shall provide the Engineer with a Certificate of Compliance. The certificate shall certify that the paint complies with the specifications and that paint manufactured to the same formulation and process has previously passed State testing. A list of manufacturers that have produced paint meeting State specifications is available from the Transportation Laboratory. (Material supplied by manufacturers other than those that have manufactured approved paint will require complete testing.)

Add to section 84-2.03A:

84-2.03A GENERAL

The Contractor shall be responsible for removal and establishing alignment of all Pavement Traffic Stripes and Pavement Markings outlined on the plans.

Add to section 84-2.04:

84-2.04 PAYMENT

Unless otherwise indicated, all traffic striping and markings shall be thermoplastic. Paint traffic striping and markings shall only be installed on trails.

Full compensation for conforming to all requirements specified in section 84, “Markings” shall be paid for at the contract lump sum price paid for “Pavement Striping and Markings, Pavement Markers (Thermoplastic)”, “Pavement Striping and Markings, Pavement Markers (Paint)”, and “Remove Pavement Markings, Striping, and Markers.”

Add to section 84-10:

84-10 Pavement Marking (Green)

84-10.01 General

Pavement Marking (Green) shall consist of methyl methacrylate resins with hardwearing aggregate and premium pigments, MMax EF Green Corundum by Ennis-Flint or approved equal. Color lane treatment shall be applied per manufacturer’s instructions.

84-10.2 Measurement and Payment

The contract price paid per square foot for Pavement Marking (Green) shall be considered full compensation for meeting all of the provisions of this section, furnishing all labor, materials and equipment necessary to complete the work, as shown on the plans and specified herein. No additional compensation will be made therefor.

END OF SPECIAL PROVISIONS

Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Phillip Road – Westpark Drive Bikeway Project

Project Location(s): Phillip Road between Westpark Drive, through the Placer Valley Soccer Complex to Westbrook Boulevard.

Project Description: The Public Works Department is proposing the approval and construction of a new bicycle route between Westpark High School and the Placer Valley Soccer Complex. Two segments of the bike path, through Pistachio Park and within the existing right-of-way of Westpark Drive, have already been analyzed and approved by the City Council. This action proposes a new segment to the approved bike path that would connect Westpark Drive to Westbrook Boulevard at its intersection with Brookstone Drive via Phillip Road and through the Placer Valley Soccer Complex.

This newly proposed segment would add shared lane markings on Phillip Road and the existing access road located within the Placer Valley Soccer Complex. A portion of the bike path would use the existing paths within the soccer complex. The shared lane markings would end at the intersection of Phillip Road and Westpark Drive, where two new crosswalks and bike refuge zones would be added. The bike refuge zones would provide an entrance to the approved bike path along Westpark Drive.

Retaining structures would be constructed at the northwest, southwest, and southeast corners of the Phillip Road and Westpark Drive intersection to support the crosswalks and bike refuge zones.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Public Works Department

Reason why this Project is Exempt: The project qualifies for Class 1 and Class 4 Categorical Exemptions as described in Sections 15301 and 15304 of the California Environmental Quality Act (CEQA) guidelines which state:

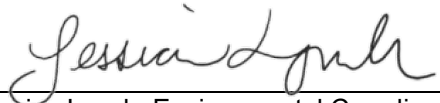
> "Class 1 consists of the…minor alteration of existing public…facilities…or topographical features, involving negligible or no expansion of existing or former use… Examples include but are not limited to:
>
> (c) Existing highways and streets, sidewalks, gutter, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes." And

"Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees… Examples include, but are not limited to:

(a) Grading on land with a slope of less than 10 percent…"

The project consists of the addition of a new bicycle facility and bicycle/pedestrian crossings that use existing rights-of-way and do not create additional automobile lanes, consistent with the Class 1 Categorical Exemption. The project would also add three retaining structures at corners of the intersection of Philip Road and Westpark Drive, which would not result in the removal of healthy or mature trees, consistent with the Class 4 Categorical Exemption. The project would not result in expansion of automobile capacity or use or removal of trees. Therefore, the Class 1 and Class 4 Categorical Exemptions apply.

Lead Agency Contact Person: Samuel Benjamin, Roseville Department of Public Works (916-746-1305).

Signature:  Date: 5/28/2026

Jessica Lynch, Environmental Coordinator
City of Roseville

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.26
File #: 0800-02
Item ID: 2026-450

Title:	Underground Storage Supplement – Professional Services Agreement
Contact:	Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

SUMMARY

Staff recommends approval and award of a professional services agreement to GEI Consultants, Inc. in the amount of $284,277 for Development of an Underground Storage Supplement to Support Long-Term Banking of Middle Fork Project Water Supplies. Funding for this project is from the Water Operations Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a Professional Services Agreement with GEI Consultants, Inc., and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City of Roseville provides water service to a growing and diverse community and maintains a diversified water supply portfolio that includes:

- Central Valley Project (CVP) surface water via a water supply contract with the Bureau of Reclamation.
- Middle Fork Project (MFP) surface water obtained through a water supply contract with Placer County Water Agency (PCWA).
- A well-established Aquifer Storage and Recovery (ASR) Program.

PCWA holds the underlying water rights for the Middle Fork Project. Any effort to store, bank, account for, or recover MFP water through an Underground Storage Supplement will require ongoing coordination and collaboration with PCWA, including alignment on regulatory pathways, accounting approaches, and operational concepts.

To further strengthen long-term water resilience, particularly in light of climate change and hydrologic variability, the City seeks to develop an Underground Storage Supplement (USS) that allows for:

- Long-term banking of MFP water supplies
- Expanded use of existing and planned ASR infrastructure
- Enhanced multi-year storage and recovery capabilities
- Improved drought protection and operational flexibility

The USS is envisioned as a complementary strategy to the City's ASR program and broader conjunctive use operations, potentially involving new regulatory pathways, accounting frameworks, institutional arrangements, and operational strategies developed in coordination with PCWA.

On April 3, 2026, the City issued a Request for Proposals for Professional Services seeking a qualified consulting team to develop a regulatory-ready and implementation-focused USS. On April 16, 2026, three (3) firms proposed on the Project. The proposals were evaluated by a panel including Environmental Utilities Department staff and PCWA staff. The panel ranked each firm based on the criteria specified in the Request for Proposals (RFP) No. 08-182. The panel shortlisted two consultants and after interviews selected GEI Consultants, Inc. for the award.

FISCAL IMPACT

The total project budget needed for the Development of an Underground Storage Supplement (USS) to Support Long-Term Banking of Middle Fork Project (MFP) Water Supplies is $284,277 and will be funded through existing budget appropriations within the Water Operations Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Janice Gainey, Principal Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 26-225
2. Professional Services Agreement
3. Intent to Award
4. Ranking Sheet
5. Master Average Score Sheet

REVIEWERS:

Janice Gainey, Environmental Utilities Department - Water	Created/Initiated - 5/21/2026
George Hanson, Environmental Utilities Department - Water	Approved - 5/27/2026
Devin Whittington, Environmental Utilities Department	Approved - 5/27/2026
Sean Bigley, Environmental Utilities Department - All	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026

Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

RESOLUTION NO. 26-225

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND GEI CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Professional Services Agreement for development of an underground storage supplement, by and between the City of Roseville and GEI Consultants, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Professional Services Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL SERVICES AGREEMENT

Underground Storage Supplement

THIS AGREEMENT is made and entered into this 13th day of May, 2026 by and between the City of Roseville, a municipal corporation ("CITY"), and GEI Consultants, Inc., a Massachusetts corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services in regards to the development of an underground storage supplement; and

WHEREAS, CONSULTANT has prepared a proposal dated April 16, 2026, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT “B,” attached hereto and incorporated herein by this reference. Total compensation shall not exceed two hundred eighty-four thousand, two hundred seventy-seven dollars ($284,277).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

10. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

11. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

12. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

13. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own

rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

14. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is,

and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

17. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

18. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

20. Severability. If any of the provisions contained in this Agreement are for any

reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

21. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Environmental Utilities Department Attn: Sean Bigley 2005 Hilltop Circle Roseville, CA 95747	GEI Consultants, Inc. Attn: Chris Petersen 11010 White Rock Road, Suite 200 Rancho Cordova, CA 95670

Either party may amend its address for notice by giving notice to the other party in writing.

22. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No._____, adopted by the Council of the City of Roseville on the___day of_____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation	GEI CONSULTANTS, INC., a Massachusetts corporation
BY:_____ DOMINICK CASEY City Manager	BY: Christian E. Petersen its: Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: Thomas W. Kahl
its: CFO

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

Brian Craighead
BY: Assistant Environmental Utilities Director for: _____
SEAN BIGLEY
Environmental Utilities Director

EXHIBIT “A”

Our approach is designed to move the USS from its initial concept into a framework ready for regulation and implementation, with ongoing coordination between the City and PCWA. Each step logically follows the previous one, ensuring that regulatory, technical, operational, and institutional aspects are aligned and support each other. The upper portion of Figure 2 illustrates the progress the City has made in developing the ASR Program since the early 2000s, highlighting how the City's ASR program not only benefits local water supply but also supports the broader region. The groundwater and surface water projects identified in Figure 2 were completed by GEI team members and highlight our unique expertise and experience for advancing the City's USS project. During Task 1 (Initiation and Data Review), GEI will assemble and review the available data and information our files to establish the foundational information needed for this project. We will then hold early meetings with PCWA and the City to identify any additional information needed for the USS process with the State Board, including operational frameworks of the ASR program.

GEI will then expand the project concept during Tasks 2, 3, and 4 by providing technical support, developing a water accounting strategy, and documenting this in a Draft USS Project Description. This draft will include a permitting strategy and supporting graphics, first reviewed by the City and then by PCWA. After receiving comments, a second meeting with the City and PCWA will address any final changes before finalizing the USS Project Description. Once the City and PCWA agree on the draft, it will be used to effectively communicate the project's objectives to regional regulators and stakeholders, including SWRCB, RWA, USBR, NASb GSAs, and the Water Forum.

GEI will assist the City in arranging meetings with these and other potential agencies and stakeholders to both educate and gather feedback. Input from regulators and interested parties may lead to changes in the USS Project Description and GEI will work with the City to determine if any changes could benefit the City's long-term interests. It is anticipated that minor improvements will be made as the USS Project Description is finalized. Once complete, GEI will support the City in accomplishing Task 5, which outlines a clear path for water rights compliance with the SWRCB and any necessary actions, agreements, or contract amendments. The goal is to ensure the City can fully utilize their ASR infrastructure with maximum flexibility and in accordance with all applicable regional, State, and Federal requirements and agreements.

Tasks and subtask descriptions are organized by overall task objective, discussion of approach methodology and rationale, listing of subtasks required for completion of task, description of task deliverable(s) and a list of GEI assumptions for cost estimating.

Task 1 – Project Initiation and Data Review

OBJECTIVE: Establish a clear project foundation, confirm goals and assumptions, and align roles, decision criteria, and coordination protocols with the City and PCWA.

DISCUSSION: GEI will support the City in achieving the task objective by compiling and reviewing information, organizing and leading a project kick off meeting with PCWA midway into our review of existing information and in close coordination with City staff. This early coordination with PCWA will be used to confirm expectations related to water rights administration, accounting considerations, and regulatory pathways. During this early coordination period, GEI will also help establish the number and purpose of meetings with PCWA throughout the completion of this project. GEI will document all meetings by providing agendas at least one week before each meeting followed by summaries of key outcomes and action items within 24 hours following each meeting. GEI will provide both a project management plan and data review memorandum as deliverables for this task. It should be noted that GEI already has much of the information that we believe is needed to complete this project because we completed a comprehensive data compilation and review process in 2018-2020 for the GwSP. In fact, our Technical Memorandum No. 1 was a data review memorandum summarizing all information reviewed and how we intended to use each data source in the GwSP. This TM summarizes the many planning documents, contracts, agreements, and hydrogeologic and groundwater information already organized and available to GEI for use in completing this new project.

SUBTASKS:

Subtask 1.1 Project Kick Off Meetings: Conduct an initial project kickoff meeting with City staff for the purpose of introducing and orienting all project staff, to review objectives and approach to completing the work and to plan for a second kickoff meeting with PCWA. The purpose of the meeting with PCWA is to confirm objectives, scope, and expectations,

identify key decision points, and agree on number and frequency of project coordination meetings during completion of this project.

Subtask 1.2 Data Compilation and Review: Review relevant background materials, including ASR permits and operational history, MFP and CVP contracts, and applicable PCWA planning or policy documents. GEI will provide the City with a request for information above and beyond what GEI has already compiled for the GwSP which will include the following as a minimum:

- Regional Water Authority's most current COSANA Model files used for groundwater modeling in the North American Subbasin for the GSP and 2027 update.
- All relevant communication with PCWA regarding water rights actions required for the City to inject and store MFP water in the underlying aquifer.
- Summaries of any communication with City staff have had with SWRCB staff regarding USS and water rights permitting vehicles for the City's injection and storage of MFP water.
- Most recent water demand estimates above and beyond those provided in most recent planning documents, which GEI has in-house but we need to verify this is the best demand information available.

Subtask 1.3 Project Management Plan (PMP): This document will include the final negotiated scope of work and project schedule but will also identify key assumptions, decision points, and information gaps that need to be filled early in the project. The PMP will provide a structured approach for coordination with PCWA that supports transparency, timely review, and alignment throughout the project. Furthermore, the PMP will present purpose and intended outcomes of each project meeting between GEI and the City, with PCWA, SWRCB and other agencies such as USBR, RWA and Water Forum. This document will be the roadmap for both GEI and City staff to follow toward successful completion of this project.

Subtask 1.4 Data Review Memorandum: This memorandum will list all the data and information resources compiled for use in completing the USS project. This memorandum will include a data table listing all information resources and how this information will be used to inform specific project tasks. The memorandum will be provided early for the project so that GEI and the City are both confident that we are using best information available for completion of this important project for the City.

DELIVERABLES:

- Draft and Final Project Management Plan
- Draft and Final Data Review Memorandum, including proposed PCWA coordination approach

ASSUMPTIONS:

- One 90-minute kick-off meeting with City staff at the City's office including GEI's Project Manager and Principal-in-Charge, and key discipline leads.
- One 90-minute kick-off meeting with PCWA and City staff at PCWA's office also including GEI's Project Manager, Principal-in-Charge, and key discipline leads.
- Requests for information by GEI will be provided by City staff within 2 weeks.
- GEI will be provided with a single set of review comments by the City on each draft deliverable within 2 weeks of GEI submitting review drafts to the City.

Task 2 – Regulatory and Institutional Framework Assessment

OBJECTIVE: Identify and evaluate feasible regulatory, legal, and institutional pathways for establishing a USS associated with MFP supplies.

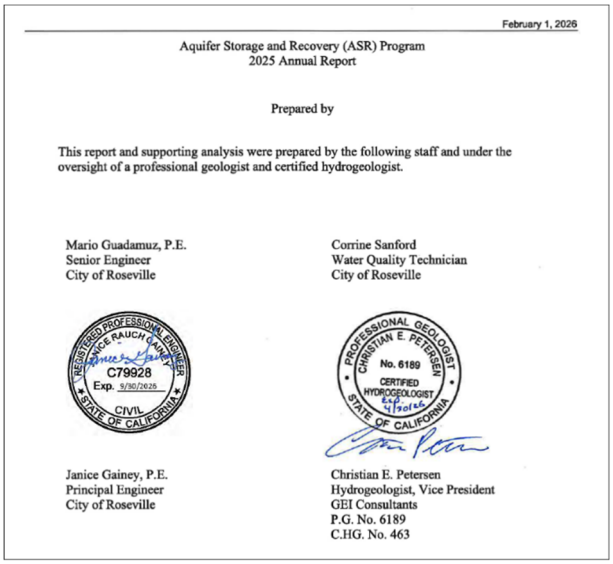
DISCUSSION: GEI will develop a Regulatory and Institutional Framework for the City's ASR program that results in compliance with all applicable local, State and Federal regulations, agreements, and policies. This activity will involve a combination of applying GEI's knowledge of recharge and the regional setting with research evaluating applicable California Water Code, State Board and SGMA requirements including verification of understanding and approaches with local, regional and state agency representatives. Since the objective is to create a Framework, frequent meetings with regulatory agencies are not expected. However, it may be necessary to reach out to agency representatives to confirm requirements and strategies for permitting and compliance. Regulatory concepts and institutional frameworks will be discussed with City staff and PCWA to confirm feasibility and alignment before contacting others if needed.

SUBTASKS:

Subtask 2.1 Regulatory Evaluation: GEI will identify applicable State and Federal regulatory requirements, including considerations under the California Water Code (such as pending AB2026), SWRCB processes, and SGMA requirements. For the completion of this subtask, GEI will review Water Code Divisions addressing water rights, storage, and groundwater authority, including:

- Division 2 – Water (Sections 1000–5951)
- Division 6 – Conservation, Development, and Utilization of State Water Resources (Sections 10000–12999)
- Division 14 – California Water Storage District Law (Sections 39000–48401)
- Water Code §1242 and §1242.1, which authorize flood-flow diversions for recharge under newly expanded authority.

GEI will also research and document SWRCB's water rights and recharge permitting process which typically includes either a Temporary or Long-Term permit for underground storage. In the case of the City, we will verify that completion and filing of the USS is the only action required for a permit by SWRCB.



February 1, 2026

Aquifer Storage and Recovery (ASR) Program
2025 Annual Report

Prepared by

This report and supporting analysis were prepared by the following staff and under the oversight of a professional geologist and certified hydrogeologist.

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P.G. No. 6189
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GEI staff have been supporting the City with ASR General Order Compliance since 2021.

GEI will also outline the requirements of SGMA in basin in the vicinity of and including the City. GEI developed the GSP for the NASb so we are well aware of these requirements but because SGA and the GSAs are currently in the process of evaluating the adequacy of the GSP as part of the 5-year update process, we will verify that our understanding is correct. Then as part of this we will document how the City's ASR program integrates with the GSP showing how recharge supports the sustainability indicators (e.g., water levels, subsidence, water quality).

Subtask 2.2 Evaluation of Linkages with Existing Permits: GEI will evaluate how a USS will complement or expand upon the City's existing ASR permits. GEI will evaluate the need to update or modify any existing permits including their permit with the Central Valley Regional Water Board through the ASR General Order as well as their permit to serve drinking water through the Division of Drinking Water through the SWRCB.

Subtask 2.3 Governance and Institutional Evaluation: Assess institutional and governance considerations, including the role of PCWA as the MFP water rights holder, accounting and ownership frameworks, and inter-agency coordination requirements. Identify potential agreements, amendments, or coordination mechanisms needed to support USS implementation.

Subtask 2.4 Regulatory and Institutional Framework Memorandum: GEI will deliver a concise framework document that provides step by step actions for achieving regulatory compliance, an example of which may include:

- Map all applicable Water Code provisions, especially those related to water rights and flood-flow recharge authority.
- Determine the appropriate SWRCB permitting pathway, USS versus temporary or long-term permits.
- Coordinate early with the Division of Water Rights, the local GSA and RWA to ensure consistency with the GSP and Sacramento Regional Water Bank.
- Prepare technical documentation, including:
  - Water availability analysis.
  - Demonstration of no-injury to other water users.
  - Monitoring and accounting plans consistent with SGMA BMPs.
  - Likely not needed since the City completed an Environmental Impact Report for your ASR program, but it needed complete CEQA review to ensure alignment with statewide recharge guidance.

DELIVERABLE:

- Draft Regulatory and Institutional Framework Memorandum. Comments received on the draft will be incorporated in the Implementation Roadmap developed in Task 5.

ASSUMPTIONS:

- This task is a desk top study and will not involve meetings with regulatory agencies per se however, GEI may contact agencies representatives to verify our understanding of specific regulatory or institutional requirements.

Task 3 – Technical and Hydrogeologic Evaluation

OBJECTIVE: Evaluate the technical feasibility of supporting USS objectives of local storage of MFP water using existing and planned ASR infrastructure.

DISCUSSION: Much of the supporting information can be drawn from the GwSP itself or supporting information compiled for that strategic planning effort completed in May of 2020. Relevant GwSP information includes:

- Water Supply and Demand Evaluation.
- Recharge Evaluation including calculation of aquifer storage potential.
- Groundwater Infrastructure Evaluation including well assessment, identification of interties, water quality. evaluations, regional and local pumping impacts on groundwater levels, and design recommendations for future ASR wells and cost estimates.

GEI is also supporting the City with reporting required in compliance with the City's ASR General Order adopted by the Central Valley Regional Water Quality Control Board in 2012. The information contained in the Annual Reports and supporting Data Management System will be utilized by GEI in completion of this task. GEI will provide the supporting technical information required by the State Board for the USS.

Our experience with the City's ASR program will allow us to identify any potential constraints.

GEI's approach to completing this task begins with reaching a common understanding with PCWA on timing and volume of available MFP water for aquifer storage in the City, a water availability analysis. We will then verify that groundwater storage capacity exists for storage of both MFP water and CVP water currently utilized by the City for their ASR program. Then we will evaluate the number, location, injection, and extraction capacity of existing and planned ASR wells to be sure they are adequate for operating in a pattern consistent with both available water and the USS and other potential State Board requirements. Next, we will evaluate aquifer impacts resulting from the operation pattern developed above including groundwater level, groundwater quality and changes in groundwater flow patterns and rates of groundwater flow. GEI will identify any potential constraints through a range of likely operational scenarios to be sure permit and regulatory standards are not violated. This analysis will also reveal the range of storage capacity in the basin which will be useful in water planning to ensure both local supply reliability with potential for participating in future transfers and exchanges to generate revenue to offset the City's cost to operate the maintain the ASR program. In addition to maximizing use of empirical groundwater data and analytical approaches to characterizing current and future aquifer and well impacts, GEI has included an optional task to perform numerical groundwater modeling which may reduce the uncertainty in our future forecasts. Technical assumptions and findings will be reviewed with City staff to ensure consistency with existing ASR operations and groundwater management practices.

SUBTASKS:

Subtask 3.1 Surface Water Availability Analysis: The GEI Team will support the quantification of timing and availability of MFP water for use in the City's ASR program. This analysis would include the integration of both CVP and MFP water in the ASR program along with existing demands being served by the same infrastructure. PCWA serves its retail customers and contractors with surface water from its MFP supply and Bureau of Reclamation CVP contract supply. As part of the support provided to PCWA for its ongoing water rights extension, Western Hydrologics adapted its model called the American River Integrated Operations model (ARIOps) to incorporate Amendment 1 to the Contract between PCWA and the City relating to water supplies and exchanges. ARIOps is run on a daily timestep for water years 1922 through 2021 and can use both the historic hydrology and the CalSim3 2023 Central tendency hydrology. This time period covers a wide range of hydrologic conditions. Assuming PCWA will allow the City access to this work, the model assumptions will be reviewed, and any adjustments will be made to the model, if necessary. The model will then be executed and water supply deliveries to the City can be extracted from the output. Model results will provide information to the City about the long-term water supply reliability.

Subtask 3.2 Infrastructure Assessment: GEI will assess the suitability of current and planned ASR facilities for long-term storage and recovery associated with the USS. GEI will use results of the water supply availability analysis completed in Task 3.1 to inform the volume and timing water availability for injection into aquifer storage. GEI will work with the City to develop the optimal storage volume and duration of storage given agreed upon criteria such as hydrologic year type, current and future water demand in the City. Once the optimal range of ASR operations is agreed to with the City, GEI will evaluate the adequacy of the City's current and planned number and location of ASR wells and the feasibility of this infrastructure in meeting the City's ASR objectives for both water resiliency and banking to meet local needs and potentially as a revenue generation source through transfers and exchanges.



GEI staff have significant hands-on experience supporting the City with well design, construction, and testing services.

Subtask 3.3 Aquifer Impact Analysis: GEI will evaluate groundwater impacts and sustainability considerations in coordination with applicable groundwater management frameworks. GEI will evaluate how operation of the ASR program changes groundwater levels in the representative monitoring wells established in the NASb GSA. GEI will compare projected water level changes in the proposed operation of the ASR program against minimum thresholds established in these wells located in and near Roseville. To remain in compliance with SGMA, the ASR program will need to be operated to ensure that groundwater levels in and near the ASR well field always remain safely above the representative monitoring wells in and near Roseville. GEI will work with the City to develop ASR operation plan that achieves this goal.

In addition, GEI will utilize information obtained from the 6-month injection cycle currently in progress with 3,200 acre feet stored through mid-April and planned to continue until June 2026. This empirical data set is an excellent source of information on the impact of long-term injection and storage of surface water in groundwater levels and water quality within the Mehrten Formation beneath Roseville and the surrounding area. GEI will quantify the mounding of groundwater that occurred during this injection cycle and calculate aquifer hydraulic properties including transmissivity and storativity utilizing groundwater changes in response to the recovery of groundwater levels in and near the injection wells following the end of the 6-month injection cycle. GEI will then calculate changes in groundwater flow rates that occur as the local groundwater mound grows in response to extended injection periods. This information will be used to calculate changes in groundwater flux rates (losses) outside the city boundaries. Using this information, GEI will work with the City in agreeing on the optimal operation range of water levels during ASR operation to maximize storage and minimize losses.

Subtask 3.4 Water Quality Evaluation: GEI will review water quality considerations related to long-term storage and recovery. GEI has a large data set of historic groundwater quality information built up over the many years that GEI has been assisting the City in complying with the ASR General Order. The quarterly and annual reports demonstrating compliance with the Monitoring and Reporting Plan have been developed by GEI and the City for delivery to the CVRQCB for verification of water quality compliance. GEI has developed and maintains chemographs showing water quality changes for general chemistry constituents over time. GEI will add to this baseline of historic water quality data, the new water quality data obtained during the ongoing 6-month injection cycle ending in June 2026. GEI will highlight changes in water quality that have occurred and identify both water quality improvements as well as degradation that may have occurred during the 6-month ASR cycle. This empirical information will be used by GEI to predict water quality changes that will likely occur based on optimal ASR operation program established in the tasks above.

Subtask 3.5 Opportunity, Constraint and Risk Analysis: Identification of technical constraints, risks, and opportunities is an important step is developing a sustainable ASR operation framework that complies with local, regional, State, and Federal regulations, policies, and guidance. This information will be used to develop the operational and accounting framework described in Task 4. **Table 2** in project understanding is an initial listing of GEI's understanding of potential project challenges, GEI's mitigation approach to maximize beneficial outcomes and create opportunities for the City's success. GEI will work with the City to build this table out through completion of this task.

Subtask 3.6 Complete the Draft USS: GEI will complete the USS form with the technical information required. **Table 1** in project understanding outlines the USS required information and the likely sources of information to be used by GEI in completing the form.

GEI will compile and review this information from the sources proposed in Table 3 and other sources to be identified by GEI and the City during completion of this task.

Optional Subtask 3.7 Groundwater Modeling: GEI believes that the existing groundwater modeling results, developed using the CoSANA Model for the GSP completed by GEI in 2020, can effectively support the analysis required for this proposal. Additionally, significant groundwater modeling has been conducted under RWA's contracts to meet SGMA requirements for the NASb and to assess losses related to the Sacramento Regional Water Bank. GEI considers this previous modeling to be adequate for the work described in this proposal.

This optional groundwater modeling task is included for two main reasons:

1. The City or PCWA may prefer to have technical information provided to the State Board through the USS process further supported by additional modeling of future ASR operations, utilizing either the SRM or COSANA models.
2. The City may wish to conduct its own groundwater modeling to optimize ASR operations both currently and in response to potential future changes in conditions.

If the City chooses to proceed with this option, GEI will provide comprehensive groundwater modeling services as needed.

- Model step up and adjustment of aquifer parameters to match those to be measured during the recovery portion of the ongoing 6-month 2026 injection cycle schedule to end in June 2026.
- Development of up to three modeling scenarios as agreed upon by the City with potential input from PCWA and RWA
- Review and document model application and results

DELIVERABLE:

- Draft Technical Feasibility Memorandum including the completed draft USS form. Comments received on the draft will be incorporated in the Implementation Roadmap developed in Task 5.

ASSUMPTIONS:

- Review and assessment of aquifer impacts resulting from 6-month 2026 injection cycle will inform this task.
- Bullet 1 above and review of existing model applications in Roseville and the region will inform in sufficient detail of future predictions of aquifer impact resulting for ASR operations under the USS.
- Water quality evaluations in the task will primarily be informed from the following three information sources: 1) Previous ASR pilot testing and injections episodes, 2) Quarterly and Annual Reports for ASR Permit compliance with RWQCB, and 3) Results of 6-month 2026 Injection cycle involving all wells.

Task 4 – Operational and Accounting Framework Development

OBJECTIVE: Develop practical operational and accounting concepts that support long-term water banking while remaining consistent with PCWA requirements.

DISCUSSION: Building on prior tasks, Task 4 involves the development of detailed operational protocols and accounting methodologies that will underpin USS water banking, storage, and extraction activities. GEI will define triggers and metrics for water recovery during droughts, emergencies, or multi-year operations. Methodologies for banking, tracking, and allocating stored water will be developed using scenario planning, quantitative modeling, and benchmarking against regional best practices. Models for integration with CVP, ASR, and other conjunctive use operations will be refined in joint technical sessions with City and PCWA teams to confirm technical and institutional viability.

Special attention will be given to aligning these operational and accounting frameworks with PCWA's water rights administration and reporting practices. Draft concepts will be socialized for review and collaborative refinement through structured meetings and workshops with PCWA and City staff. Deliverables will include the USS Operations and Accounting

Framework, comprising all technical methodologies, institutional protocols, and scenario analyses necessary to support City policy and regulatory approval.

SUBTASKS:

Subtask 4.1 Concept Development: Develop concepts for water banking and accounting methodologies appropriate for long-term storage of MFP supplies. GEI will work with the City to ensure banking operation and accounting concepts align with PCWA's water rights administration and reporting requirements. These efforts will be informed by the Sacramento Regional Water Bank Water Accounting Framework.

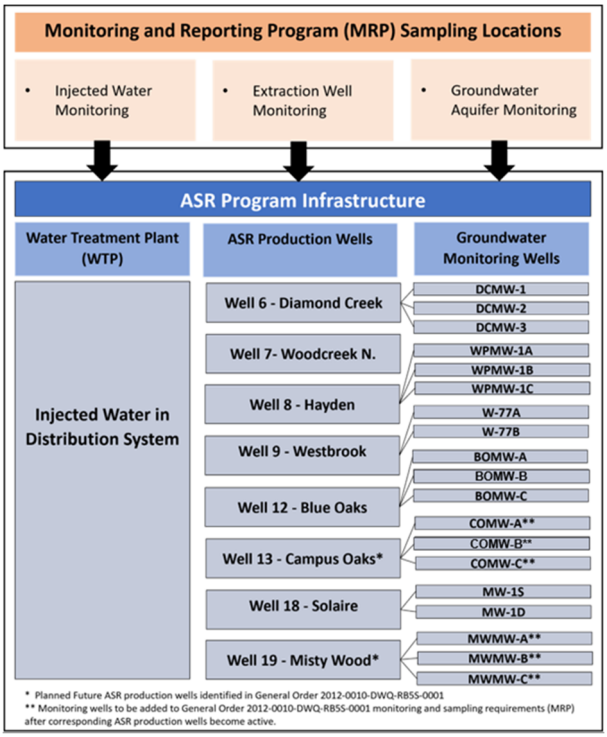
Subtask 4.2 Development of Recovery Triggers: Define recovery triggers and operational protocols for drought, emergency, and long-term storage scenarios.

Subtask 4.3 Integration of Roseville MFP Water: Identify integration considerations with CVP supplies, existing ASR operations, and broader conjunctive use strategies.

Subtask 4.4 USS Operations and Accounting Framework:

DELIVERABLE:

- Draft USS Operations and Accounting Framework. Comments received on the draft will be incorporated in the Implementation roadmap developed in Task 5.



GEI has a very strong working knowledge of the City's ASR infrastructure based on our On-Call ASR Support for Roseville.

Task 5 – Implementation Roadmap

OBJECTIVE: Provide a clear, phased roadmap to advance the USS from concept toward implementation.

DISCUSSION: In Task 5, GEI's project support results in a detailed, phased roadmap that takes the USS from advanced concept through regulatory and operational launch. Our plan will identify key milestones and decision points, applicable permitting and regulatory approval steps, and required interagency agreements or amendments. GEI will include a critical path timeline with estimated durations and dependencies will be developed, including review and coordination milestones with PCWA for formal concurrence, agreement development, and joint regulatory engagement as needed.

The roadmap will feature a detailed implementation matrix, outlining dependencies, critical actions, and risk registers. City and PCWA roles, responsibilities, and handoff points will be clearly defined, supporting collaborative governance and transparent tracking as the USS progresses through regulatory milestones to operational phases. The USS Implementation Roadmap will serve as a dynamic, actionable project guide that is updated in response to regulatory feedback and project learning. The roadmap will reflect City and PCWA roles and identify coordination points necessary to maintain alignment.



GEI is in a great position to deliver a successful USS Implementation Formation given our relevant experience in developing GSP.

SUBTASKS:

Subtask 5.1 Implementation Guide: Develop a phased implementation roadmap in the form of a narrative description which identifies key milestones, decision points, permitting requirements, agreements, and estimated timelines.

Subtask 5.2 Coordination Plan: Identify coordination milestones with PCWA, including review and concurrence points and opportunities for joint regulatory engagement.

Subtask 5.3 Implementation Matrix and Schedule: GEI will develop an implementation matrix listing key milestones and decision points, regulatory approvals and required amendments or new agreements. We will also provide an implementation schedule showing activities, durations and dependencies between implementation activities and required near-term actions and longer-term steps to support informed decision-making by the City.

Subtask 5.4 Implementation Strategy Report: GEI will prepare a report drawing from the outcomes of each task above and providing a clear roadmap for the City in pursuing the USS and all other supporting regulatory and institutional actions need to ensure the successful recharge and banking of MFP water in the basin underlying and adjacent to the City. Memoranda developed in the tasks above along with comments received on this draft will be incorporated into the roadmap as chapters or appendices depending on Roseville preference. This report will be a useful tool for the City in implementing their USS project but also for gaining support from the regulatory community and potential banking partners in the future.

DELIVERABLE:

- Draft and Final USS Implementation Report/Roadmap.

Task 6 – Project Management

OBJECTIVE: To provide robust and proactive project management services that ensure the successful advancement of the USS for the City, delivered on time and on budget.

DISCUSSION: GEI will provide comprehensive project management services to support the City in advancing the USS from concept through a regulatory-ready and implementation-focused framework. This work will include coordinating with City staff via e-mail and bi-weekly project coordination meetings to review technical progress, resolve issues, and ensure coordinated input across agencies. GEI will also manage monthly project invoicing, maintaining clear documentation and cost tracking consistent with City requirements. Finally, GEI will provide quality control review of all deliverables—leveraging GEI's established QA/QC practices and internal subject-matter reviewers—to ensure that all technical products are accurate, complete, and responsive to the scope and objectives of the USS planning effort.

SUBTASKS:

Subtask 6.1 Biweekly Project Coordination Meetings: GEI will lead bi-weekly project meetings with the City for the period of 1 year for a total of 20 project meetings assuming a March 1, 2026 start date. Each meeting will be 60 minutes in duration and include GEI's project manager and one technical staff. The number and duration of these meeting will be evaluated quarterly to ensure the meetings are making the best use of the project budget.

Subtask 6.2 Invoicing and Progress Reporting: GEI will prepare a progress report to accompany monthly invoices

***Subtask 6.*3 Quality, Budget and Schedule Control:** Before any deliverable is submitted to the City for review, GEI's designated in-house reviewer will carefully evaluate each item to ensure accuracy and completeness. The GEI project manager will utilize Earned Value methodology to plan project activities, track progress, and communicate status updates. This approach provides a clear overview of both budget and schedule performance, allowing for early identification of any potential issues. If challenges arise, GEI will promptly notify the City during our bi-weekly meetings so we can collaborate on effective solutions.

DELIVERABLES:

- Agenda's and meeting summaries
- Monthly progress reports with each invoice
- GEI's quality control customized for this project

ASSUMPTIONS:

- Monthly invoices and progress reporting will be completed in 2 hours each month
- Each GEI deliverable will be reviewed by GEI's assigned in hours reviewer with a budget of 4-8 hours per deliverable depending on level of complexity.

EXHIBIT “B”

Tab L: Cost Proposal

The Cost Estimate provided on the next page has been developed using a task-based structure specifically aligned with the Scope of Work outlined for the USS project. Each task budget reflects the required level of technical effort, staff expertise, and necessary coordination, particularly at key milestones and regulatory checkpoints.

Labor hours are carefully estimated for each subtask based on its complexity and the expertise required. Senior-level team members lead project initiation, regulatory reviews, and project management, while technical specialists and analysts contribute more hours during technical, hydrogeologic, and modeling activities. Key personnel remain involved throughout all phases to maintain continuity and consistency in deliverables and project documentation. The hours per task and staff member are distributed to allow focused effort during project milestones and review periods.

Billing Rates and Assumptions

Billing rates are set according to staff roles and experience, with senior staff and subject matter experts carrying a higher hourly rate due to their specialized involvement in technical oversight and regulatory coordination. Mid-level engineers, analysts, and technical staff are assigned to research, modeling, and report preparation. All rates reflect GEI's standard 2026 schedule.

Subconsultant Costs (if Applicable)

We are proposing a 10% mark-up on Western Hydrologic costs.

Total Not-to-Exceed Cost and Optional Services

For Tasks 1-6 our estimate is based on our understanding of the work to be completed to meet the City's objectives as stated in the RLP. If selected for this work, GEI is willing to modify our progression and scope of work to accommodate the City's budget if our estimate is outside the bounds of the City's existing budget.

DETAILED COST ESTIMATE FOR THE CITY OF ROSEVILLE USS PROJECT

Task	Task Name	GEI Consultants								GEI Total	
		Grade 8 Petersen, Cornelius, Woodling	**Grade 7** Shatz, Jolley, Onsoy	**Grade 6** Fricke, Kaminsky	**Grade 5** Irving	**Grade 2** McBride	**Grade 1** Dong	**Admin**	**Western Hydrologics** Meyers, Emery	**Total Hours**	**Total Dollars**
		$383.00	**$343.00**	**$288.00**	**$253.00**	**$174.00**	**$158.00**	**$142.00**			
1	**Task 1 - Project Initiation and Data Review**										
1.1	Project Kickoff Meetings	4	4		2	4	4	4	$1,200	**22**	**$ 6,506**
1.2	Data Compilation and Review	4	4		2	10	26		$1,200	**46**	**$ 10,458**
1.3	Project Management Plan	2	2		1	8	8	4	$300	**25**	**$ 5,229**
1.4	Data Review Memorandum	2	2	2		8	16	4	$300	**34**	**$ 6,816**
	Subtotal Task 1	**12**	**12**	**2**	**5**	**30**	**54**	**12**	**$3,000**	**127**	**$ 29,009**
2	**Task 2- Regulatory and Institutional Framework Assessment**										
2.1	Regulatory Evaluation	2	2	4	2	12	8		$1,000	**30**	**$ 7,462**
2.2	Evlaution of Linkages with other Permits	2	2	4	2	12	8		$600	**30**	**$ 7,062**
2.3	Governance and Instituional Evaluation	2	4	4	2	12	8			**32**	**$ 7,148**
2.4	Regulatory and Institutional Framework Memo	4	4	4	2	12	4	4	$600	**34**	**$ 8,450**
	Subtotal Task 2	10	12	16	8	48	28	4	**$2,200**	126	**$ 30,122**
3	**Technical and Hydrolgeologic Evaluation**										
3.1	Surface Water Availability Analysis	4		4	4	16			$10,000	**28**	**$ 16,480**
3.2	Infrastruture Assessment	8		12	8	16	16	2		**62**	**$ 14,140**
3.3	Aquifer Impact Analysis	8	4	8	8	16	24	4		**72**	**$ 15,908**
3.4	Water Quality Evalation	4		8	8	8	24			**52**	**$ 11,044**
3.5	Opportunity, Constraint and Risk Analysis	4	4	4	4	4	16	2	$2,000	**38**	**$ 10,576**
3.6	Complete Draft USS	4				32	24	3		**63**	**$ 11,318**
	Draft Technical Feasbility Memo	8		16		32	40	4	$1,200	**100**	**$ 21,328**
	Subtotal Task 3	**40**	**8**	**52**	**32**	**124**	**144**	**15**	**$13,200**	**415**	**$ 100,794**
4	**Task 4 - Operational Accounting Framework**										
4.1	Concepts Development	2	2		8	8	8	4		**32**	**$ 6,700**
4.2	Development of Recovery Triggers	2	4		8	8	8	2		**32**	**$ 7,102**
4.3	Integration of Roseville MRP Water	2	4	4		8	8			**26**	**$ 5,946**
4.4	USS Operations and Accounting Framework	2	4	4	4	8	8	4		**34**	**$ 7,526**
	Subtotal Task 4	**8**	**14**	**8**	**20**	**32**	**32**	**10**	**0**	**124**	**$ 27,274**
5	**Task 5 - Implementation Roadmap**										
5.1	Implementation Guide	2	2			8	12	4	$600	**28**	**$ 5,908**
5.2	Coordination Plan	2	2			8	12	4	$1,200	**28**	**$ 6,508**
5.3	Implementation Matrix and Schedule	2	2			8	12		$600	**24**	**$ 5,340**
5.4	Implementation Strategy Report - Draft	4	4	4	16	24	40	8	$1,500	**100**	**$ 21,236**
	Implementation Strategy Report - Final	4	4	4	8	12	20	4	$1,200	**56**	**$ 13,096**
	Subtotal Task 5	**14**	**14**	**8**	**24**	**60**	**96**	**20**	**$5,100**	**236**	**$ 52,088**
5	**Task 6 - Proejct Management**										
6.1	Biweekly Project Coordination Meetings	20	14			20			$2,000	**54**	**$ 17,942**
6.2	Invoicing and Progress Reporting	10	6			10	6		$2,000	**32**	**$ 10,576**
6.3	Quality, Budget and Schedule Control	4	16	16		6	6	6	$2,000	**54**	**$ 16,472**
	Subtotal Task 6	**34**	**36**	**16**	**0**	**36**	**12**	**6**	**$6,000**	**140**	**$ 44,990**
	Total Labor Hours	**118**	**96**	**102**	**89**	**330**	**366**	**67**		**932**	
	Total Labor Dollars	**$45,194**	**$32,928**	**$29,376**	**$22,517**	**$57,420**	**$57,828**	**$9,514**	**$29,500**		**$ 284,277**

311 Vernon Street
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

To: All proposers concerning RFP #08-182 Underground Storage Supplement

From: George Hanson, Environmental Utilities Water Department

Subject: Notice of Intent to Award

For RFP #08-182**,** pending City Council approval, the City recommends awarding a contract to GEI Consultants, Inc.

To inquire about the recommended award, please write to:

George Hanson, P.E.
Water Utility Manager
City of Roseville
GHanson@roseville.ca.us

Environmental Utilities - Water

May 1, 2026

RFP #08-182

for

Underground Storage Supplement

Ranking Sheet

Ranking	Company Name
1	GEI Consultants, Inc.
2	West Yost
3	Hazen and Sawyer



Environmental Utilities - Water

May 1, 2026

RFP #08-182

for

Underground Storage Supplement

Master Score Sheet

Tab	Maximum Possible	Evaluation Criteria	Average Scores Hazen	West Yost	GEI
A	10	Firm's Qualifications	10.0	10.0	10.0
B	10	Firm's Experience	9.5	10.0	10.0
C	20	Project Understanding	11.8	18.5	20.0
D	30	Proposed Approach	19.3	25.5	29.5
E	20	Team	16.5	18.8	19.5
F	10	Project Schedule	10.0	10.0	10.0
G	15	References	10.0	15.0	15.0
H	10	Approach to inter-agency Coordination	7.8	9.8	9.8
	125.0		94.8	117.5	123.8

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.27
File #: 0900-03
Item ID: 2026-448

Title:	Substation Transformer Civil Construction - Construction Agreement
Contact:	David Angel Jimenez 916-774-5698 dangel-jimenez@roseville.ca.us

SUMMARY

Staff recommends approval of a construction agreement with Arrow Driller Inc. dba Arrow Construction in the amount of $379,100 to provide civil construction services at Fiddyment and Sierra Vista Substations for the installation of substation transformers. Staff additionally requests authorization for the City Manager or designee to approve and pay for contract change orders that could increase the contract amount by no more than 10%, or $37,910, for a total not to exceed $417,010. Funding is included in the Electric Department's FY2025-26 budget in the Electric Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a Construction Agreement with Arrow Driller Inc. dba Arrow Construction for the Substation Transformer Civil Construction project and authorize the City Manager to execute it on behalf of the City of Roseville.

In addition, staff recommends that the City Council authorize the City Manager, or designee, to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

BACKGROUND

The construction works at Fiddyment Substation and Sierra Vista Substation are required to site new substation transformers. A new concrete foundation at Fiddyment Substation will be constructed to site a new spare substation transformer. It will be used in the event of failure elsewhere in the system or to allow Roseville Electric to be more responsive to new development when a new substation is required to be constructed, as current transformer lead times are in excess of three years. At Sierra Vista Substation, expansion of the containment pit is necessary to meet substation transformer oil spill containment requirements. The oil containment currently in place was designed for a different transformer design; the transformer purchased for this installation has approximately 2,000 gallons more oil than the containment was designed to accommodate. When Sierra Vista Substation was initially constructed, the second transformer was not required, but all necessary appurtenances were installed to facilitate this installation.

The City Council approved the plans and specifications and authorized the call for bids at the March 4, 2026, meeting. Subsequently, Roseville Electric solicited bids through Request for Quotations 07-126 Substation Transformer Civil Construction, seeking a contractor to provide the necessary construction services. Staff received four bids, which were opened on April 22, 2026. After staff review of the bids, Arrow Construction was determined to be the lowest responsive bidder.

FISCAL IMPACT

The fiscal impact of the agreement with Arrow Driller Inc. dba Arrow Construction is $379,100 with a 10%,

or $37,910, contingency not to exceed $417,010. Funds are available in the Electric Department's FY2025-26 budget in the Electric Fund.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
David Angel Jimenez, Power Engineer

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 26-224
2. Construction Agreement
3. Arrow Construction - Proposal
4. CEQA Notice of Exemption
5. RFQ #07-126 Bid Summary Sheet

REVIEWERS:

David Angel Jimenez, Electric Department - Engineering	Created/Initiated - 5/26/2026
Chris Porter, Electric Department - Engineering	Approved - 5/28/2026
Shawn Matchim, Electric Department - All	Approved - 5/29/2026
Daniel Beans, Electric Department - All	Approved - 5/29/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

RESOLUTION NO. 26-224

APPROVING A CONSTRUCTION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ARROW DRILLERS, INC. DBA ARROW CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Construction Agreement for the Substation Transformer Civil Construction Project, by and between the City of Roseville and Arrow Drillers, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

AGREEMENT

THIS AGREEMENT, is made and entered into this_____day of_____, 2026, by and between the City of Roseville, a municipal corporation, ("CITY"), and Arrow Driller Inc. DBA Arrow Construction, a California Corporation, ("CONTRACTOR"); and

WITNESETH:

WHEREAS, the City Council of the CITY, at a meeting held on the_____day of _____, 20_____, approved plans and specifications for the Substation Transformer Civil Construction and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 22nd day of April, 2026; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the_____day of_____, 20_____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the Substation Transformer's Civil Construction in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR THREE HUNDRED SEVENTY NINE THOUSAND ONE HUNDRED dollars ($ 379,100.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $ 500.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 65 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE	CONTRACTOR
David Angel-Jimenez	Arrow Construction, Dan Jones
2090 Hilltop Circle	1850 Diesel Drive
Roseville, CA 95747	Sacramento, CA 95838
Fax: 916-787-3797 Phone: 916-774-5698	Fax: 916-640-0600 Phone: 916-825-6906

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No._, adopted by the Council of the City of Roseville on the _____day of_____, 20_____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

Arrow Construction, a Corporation

BY: _____
its: CEO

and

BY: _____
its: _____

[B:\City Attorney\agreement\form agreements\Project Manuals\buildings & grounds.docx; 1/4/2024]

APPROVED AS TO FORM:

BY:_____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Daniel Beans (May 21, 2026 11:56:57 PDT)

Print Name: Dan Beans

Title: CEO

Christopher Porter

[B:\City Attorney\agreement\form agreements\Project Manuals\buildings & grounds.docx; 1/4/2024]

Agreement_Signature Request

Final Audit Report 2026-05-21

Created:	2026-05-14
By:	Marian Naguib (mmnaguib@roseville.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi04kJ7CUc6A5UM7Y0yCChuwKWb4q-mL6

"Agreement_Signature Request" History

Document created by Marian Naguib (mmnaguib@roseville.ca.us)
2026-05-14 - 11:06:24 PM GMT

Document emailed to Christopher Porter (cporter@roseville.ca.us) for approval
2026-05-14 - 11:08:17 PM GMT

Email viewed by Christopher Porter (cporter@roseville.ca.us)
2026-05-14 - 11:08:58 PM GMT

Document approved by Christopher Porter (cporter@roseville.ca.us)
Approval Date: 2026-05-14 - 11:09:21 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

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Document approved by Shawn Matchim (smatchim@roseville.ca.us)
Approval Date: 2026-05-20 - 5:13:47 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Document emailed to Daniel Beans (dcbeans@roseville.ca.us) for signature
2026-05-20 - 5:13:49 PM GMT

Email viewed by Daniel Beans (dcbeans@roseville.ca.us)
2026-05-21 - 6:56:30 PM GMT

Document e-signed by Daniel Beans (dcbeans@roseville.ca.us)
Signature Date: 2026-05-21 - 6:56:57 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-05-21 - 6:56:57 PM GMT

IMPORTANT

4/20/2026

TO: Proposers

FROM: David Angel-Jimenez, Electric Department

RE: RFQ 07-126 Substation Transformer Civil Construction

***************ADDENDUM THREE**************

Staff:

- David Angel-Jimenez
- Mitch Larkin

Please note the following revisions, which represent one attachment:

Our responses to the questions below, that were posted on the public purchase website for RFQ 07-126, constitute Addendum Number Three:

Question 1: Please confirm that the pre-bid meeting will take place on April 2, 2026 at 11:00AM CT (9:00 AM PT).

Response 1: Yes. Per the details listed in the Pre-Bid conference section, the mandatory pre-bid job walk will be held on April 2, 2026 at 9:00AM PT (11:00AM CT).

Question 2: What is the engineer's estimate for this project?

Response 2: An engineer's estimate has not been prepared for this project. Please bid based on the scope of work and specifications listed in the project manual including any addendums.

Question 3: Plans call out 2" Fiberglass Grating. Are there specifications for those? If so, can those be provided?`

Response 3: The specifications for the 2" Fiberglass Grating are as follows: Molded square fiberglass grating with dimensions 2"x2"x2" (or approved equivalent) shall be used over the oil containment pit. The grating shall be green in color and have a grit coating. It shall be capable of supporting a uniform load of 250-lbs/ft2 and a concentrated load of 500-lbs/ft2 using a 5:1 safety factor, with a deflection not to exceed 0.25 inches.

You must acknowledge receipt of this addendum by including a signed copy with your proposal submittal.

I acknowledge receipt of Addendum Three

Name Daniel E. Jones.

Signature Daniel E Jones.

Company Arrow Construction Date 4.22.2026

1

IMPORTANT

4/15/2026

TO: Proposers

FROM: David Angel-Jimenez, Electric Department

RE: RFQ 07-126 Substation Transformer Civil Construction

***************ADDENDUM TWO*************

Staff:

- David Angel-Jimenez
- Mitch Larkin

Please note the following revisions, which represent one attachment:

Proposers are hereby notified that the following, attached designs, shall be used for the work to be done at Sierra Vista Substation.

Additionally, the deadline for questions posted on public purchase has been extended to Friday, April 17th.

You must acknowledge receipt of this addendum by including a signed copy with your proposal submittal.

I acknowledge receipt of Addendum Two

Name Daniel E. Jones.

Signature Daniel E Jones

Company Arrow Construction Date 4-22-2026

IMPORTANT

4/6/2026

TO: Proposers

FROM: David Angel-Jimenez, Electric Department

RE: RFQ 07-126 Substation Transformer Civil Construction
Mandatory Pre-Bid Conference – 4/2/2026 @ 9:00AM

***************ADDENDUM ONE*************

Staff:

- David Angel-Jimenez
- Mitch Larkin

Contractors:

Company: Interstate Construction, Inc.

Name: Jeff Kimes

Company: Sierra National Construction, Inc.

Name: Ryan Bailey

Name: Matt Follet

Company: M-3 Construction, Inc.

Name: Shawn Sullivan

Company: Clyde G. Steagall, Inc.

Name: Jerry Southerland

Company: Arrow Construction

Name: Dan Jones

Company: Pro Builders

Name: Robert Lewis

Company: Outback Contractors, Inc.

Name: Brian Stratton

Company: Machado & Sons Construction, Inc.

Name: Abel Cervantes

Please note the following revisions, which represent one attachment:

Topics discussed and questions asked at Fiddyment Substation:

Note 1: The conduits to the transformer foundation will now be connected to Pull Box "B". Please see the attached updated drawings.

Question 1: Will there be any work associated with the primary and secondary connections to the transformer?
Answer 1: No. The transformer will be a spare unit without any primary or secondary connections.

Question 2: The transformer pad drawing shows 1" conduits to be used for the sump pump. Where will the sump pump be located and where should the conduit be routed?
Answer 2: The sump pump shall be located on the northeast corner of the transformer containment closest to pull box "B". The 1" conduits shall be terminated in pull box "B". See the attached updated drawings.

Question 3: Does the sump pump have an oil stop valve or are they manually operated?
Answer 3: Roseville crews will be installing the sump pump and all controls associated with it.

Question 4: Do the pull boxes have existing knockouts?
Answer 4: Pull box "B", near the 12kV switchgear, does have existing knockouts. Pull box "MWPB1" does not. Please see the attached pictures for reference.

Question 5: Can the existing knockouts be used?
Answer 5: The existing knockouts are for 4" conduit. If used for the 2" conduits for this project, they should be filled in with grout.

Question 6: Does the depth of the knockouts in the pull box align with the depth of conduits specified in drawing 326C1-04?
Answer 6: See attached page 2.1 and drawing number 5.1 from Roseville Electric's Construction Standards. As shown in drawing 5.1, the existing 4" knockouts are about 3' deep. The minimum depth of the conduit addition in this project shall be revised to be 3' deep. Additional conduit requirements and specifications can be found on the attached page 2.1. This change will be reflected in the attached updated drawings.

Topics discussed and questions asked at Sierra Vista Substation:

Note 2: The drawings show a 6" gap between the existing circuit breaker pad and the new personnel housekeeping pad. It is acceptable to pour the new pad without the 6" gap if the proposers find it to be an easier option.

Note 3: The civil design for the containment pit extension at Sierra Vista Substation is currently under review. The current design, shown in the project manual, is a conservative design. As such, the work to be done for the containment extension may be reduced. Final confirmation of the design is expected by April 15th, at the latest. Proposers will be notified via addendum.

Note 4: If the existing layer of Gunite is disturbed, replacement will be required as detailed in drawings 395C2-01 and 395C2-03.

Question 7: Does there need to be a gap between the new additional containment and existing transformer containment?
Answer 7: Similar to the housekeeping pad, Roseville is open to having a gap, or not, between the existing and new containment. Final construction also depends on the design review per Note 3 of this addendum.

Question 8: Will Roseville extend the RFQ end date if the scope of work at Sierra Vista changes per Note 3?
Answer 8: If there are any changes that reduce the scope of work at Sierra Vista, there will, likely, not be an end date extension. A 1-week extension may be considered given the right circumstances.

Question 9: Was an engineer's estimate created for this RFQ?
Answer 9: No, an engineer's estimate was not created.

You must acknowledge receipt of this addendum by including a signed copy with your proposal submittal.

I acknowledge receipt of Addendum One

Name Daniel B. Jones.

Signature Daniel B Jones

Company Arrow Construction Date 4.20.2026

PROPOSAL TO THE DEPARTMENT OF Electric

Project: Substation Transformer Civil Construction

Arrow Drillers Inc. D.B.A.

Name of Bidder Arrow Construction Business Phone 916-640-0600

Business Address 1850 Diesel Dr. Sacramento, CA. 95838

Place of Business Same

Contractor's License No. 708757

License Expiration Date 6-30-

License Classification Type A

DIR Registration No. 1000001881

Type of business organization: Corporation

*If a Corporation, incorporated under the laws of the State of: California

City of Roseville Business License No. 00820650

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Specifications, General Conditions, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled Substation Transformer Civil Construction, City of Roseville, California. This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers 1, 2, & 3. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item ("unit") price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance

with the Contract Documents.

Accompanying this Proposal is BiddBond.

(Notice: Insert the words "Cash $_____," "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: Michael Wegner & Sal Rivera

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

If CORPORATION, execute here:

Corporate Name: Arrow Drillers Inc. DBA. Arrow Construction

Incorporated under the laws of the State of California

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By Michael P Wegener
*Signature of Authorized Official**

CEO
Title

Michael P Wegener
Typewritten or Printed Name

By
*Signature of Authorized Official**

COO
Title

Sal Rivera
Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

_____
*Signature of Authorized Official**

_____
Title

_____
Typewritten or Printed Name

_____
*Signature of Authorized Official**

_____
Title

_____
Typewritten or Printed Name

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: Arrow Construction

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB-CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)
Rebar	3%	Cumblin Steel.	218839	1000003852	548 Gibson Dr. Suite 150. Roseville CA. 95678
Concrete Pump.	1%	Associated Concrete Pump.	445153	1000002017	P.O. Box 160011 Sacramento, CA 95816
Concrete Test	1%	Youngdahl Consulting Group Inc.	N/A	N/A	1234 Glenhaven Court El Dorado Hills CA. 95762
Blue Jay Trucking	1%	Blue Jay Trucking	N/A	1000429644	P.O Box 292188 Sacramento, CA 95829.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Daniel B. Jones
David Jones
(Signature of Bidder)

Arrow Construction
1850 Diesel Dr. Sacramento CA - 95838
Business Address

916-640-0600
Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we Arrow Drillers Inc. dba Arrow Construction, as PRINCIPAL, and Fidelity and Deposit Company of Maryland a, Illinois Corporation and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Roseville in the penal sum of Ten Percent of Total Amount Bid dollars ($10% of Total Amount Bid), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Roseville, acting by and through the Public Works Director, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of the City of Roseville, as aforesaid, for certain construction specifically described as follows, for which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street, Roseville, California, on April 22nd, 2026 FOR

Substation Transformer Civil Construction

(Copy here the exact title of work as it appears on the Proposal.)

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 13th day of April, 2026.

Arrow Drillers, Inc. dba Arrow Construction (Seal)

(Seal)

(Seal)

Principal

Fidelity and Deposit Company of Maryland (Seal)

(Seal)

Elizabeth Collodi , Attorney-in-Fact (Seal)

Surety

1299 Zurich Way, 10th Floor

Schaumburg, IL 60196-1056 (Illinois)

Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

On April 13, 2026 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARA WALLISER
COMM. # 2449544
NOTARY PUBLIC - CALIFORNIA
COUNTY OF BUTTE
Comm. Expires JUL 5, 2027

Signature _____ (Seal)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John HOPKINS, Sara WALLISER, Sharon SMITH, Jessica MONLUX, Elizabeth COLLODI, John WEBER, Deanna QUINTERO, Mindy WHITEHOUSE, Matthew FOSTER, Samantha WATKINS, Steven L. WILLIAMS, Phil WATKINS, Jennifer LAKMANN, Brad ESPINOSA, Paula SENNA, Breanna BOATRIGHT, Kathleen LE, Cassandra MEDINA, R. KAILANY of Chico, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of November, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of November, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Project Substation Transformer Civil Construction

Contractor Arrow Construction

SCHEDULE OF BID ITEMS

BID ITEM	ITEM DESCRIPTION	UNIT	TOTAL AMOUNT ($)
1	Concrete foundations, conduits, and all associated work at Fiddyment Substation	Lump Sum	$ 299,000.00
2	Containment pit extension, personnel housekeeping pad and all associated work at Sierra Vista Substation	Lump Sum	$ 80,100.00

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Estimator of Arrow Construction, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 22, 2026 [date], at Sacramento [city], California [state].

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No__X__

If the answer is yes, explain the circumstances in the following space.

_____

_____

_____

_____

_____

_____

NAME OF BIDDER: Arrow Construction

SIGNATURE OF BIDDER: Nancy Lomas.

TITLE OF BIDDER: Estimator

DATE: 4-22-2026

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: Arrow Construction

SIGNATURE OF BIDDER: Wendi Jones.

TITLE OF BIDDER: Estimator

DATE: 4.22.2026

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an "as is" basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

Daniel B. Jones
Print Name

Daniel B. Jones
Signature

Arrow Construction
Name of Business/Company/Corporation

4-22-26
Date

1850 Diesel Dr. Sacramento, CA. 95838
Address

916-640-0600
Phone

END OF PROPOSAL

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
100	CONCRETE FOUNDATION, CONDUIT, FIDDYMENT SUBSTATION	1.000	LS	299,000.00	299,000.00
110	CONTAINMENT PIT EXT. HOUSEKEEPING PAD SIERRA VISTA	1.000	LS	80,100.00	80,100.00
	TOTAL BID				**$379,100.00**
	Bid Total				**$379,100.00**

Response for Reference No. 1:

a. Sacramento Municipal Utility District (SMUD)

b. Joseph Dickson
   - 916-732-5653
   - joseph.dickson@smud.org

c. Line Asset Underground Infrastructure

a. Provide labor and equipment, on a task order bases, for the repair or improvement of SMUDs infrastructure. Work directly with SMUD's Line Department to install conduit and boxes.
b. $10,000,000.00
c. 4600001765
d. August 15, 2023 to Current
e. SMUD's service territory (Sacramento County)
f. Customer Reference.
   1. Joe Dickson
   2. T&D Line Asset Supervisor
   3. 916-732-5653
   4. joseph.dickson@smud.org
g. All projects receive a Quality Control Plan with an assigned Quality Control Manager that will ensure the project receives product and craftmanship, which is of the highest quality and meets the objectives of the project specification and requirements. To maintain this level of quality, all projects receive a Site-Specific Quality Assurance and Quality Control program that is strictly enforced. Our Quality Control Program is designed to maintain a quality of excellence as it pertains to subcontractors, manufactures, workmanship, and materials, as they are delivered to our customers. These plans shall include the following:
   1. QA/QC organizational chart, with names and qualification.
   2. QA/QC Managers roles and responsibilities.
   3. Outside organization that will be on the project.
   4. Submittal procedure.
   5. Testing plan and log with respective testing agencies.
   6. Re- test or re-work plan
   7. Three phase quality control plan that includes preparatory, initial, and follow up procedures.
   8. Procedures for completion.

We have attached a partial sample of our QA & QC plan for your review.





CONTRACTOR QUALITY CONTROL REPORT

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

DATE

REPORT NO

PHASE | CONTRACT NO | CONTRACT TITLE

PREPARATORY — WAS PREPARATORY PHASE WORK PERFORMED TODAY? ( ) YES ( ) NO — Add / Del
IF YES, FILL OUT AND ATTACH SUPPLEMENTAL PREPARATORY PHASE CHECKLIST.

Schedule Activity No	Definable Feature of Work	Index #

INITIAL — WAS INITIAL PHASE WORK PERFORMED TODAY? ( ) YES ( ) NO — Add / Del
IF YES, FILL OUT AND ATTACH SUPPLEMENTAL INITIAL PHASE CHECKLIST.

Schedule Activity No	Definable Feature of Work	Index #

FOLLOW-UP — WORK COMPLIES WITH CONTRACT AS APPROVED DURING INITIAL PHASE? ( ) YES ( ) NO — Add / Del
WORK COMPLIES WITH SAFETY REQUIREMENTS AND INSPECTION COMPLIES WITH EM385-1-1? ( ) YES ( ) NO

Schedule Activity No	Description of Work, Testing Performed & By Whom, Definable Feature of Work, Specification Section, Location and List of Personnel Present

REWORK ITEMS IDENTIFIED TODAY (NOT CORRECTED BY CLOSE OF BUSINESS) — REWORK ITEMS CORRECTED TODAY (FROM REWORK ITEMS LIST) — Add / Del

Schedule Activity No	Description	Schedule Activity No	Description

REMARKS (Also Explain Any Follow-Up Phase checklist Item From Above That Was Answered "NO"; Work Deficiency, Safety Deficiency,) Manuf. Rep On-Site, etc. — Add / Del

Schedule Activity No	Description

On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.

AUTHORIZED QC MANAGER AT SITE — DATE

GOVERNMENT QUALITY ASSURANCE REPORT — DATE

QUALITY ASSURANCE REPRESENTATIVE'S REMARKS AND/OR EXCEPTIONS TO THE REPORT — Add / Del

Schedule Activity No	Description

GOVERNMENT QUALITY ASSURANCE MANAGER — DATE

6.13.3 C.i Quality Control Report.pdf

INSPECTION TEST PLAN AND LOG

CONTRACT NUMBER [Contract Name]	PROJECT NAME [Project Name]	CONTRACTOR [Company Name]

Item	Spec #	Specifications Section	Subsection	Inspections & Tests Required	Frequency	Inspection-Test By (All tests verified by Superintendent and/or QC Manager)	Date Completed	Date Forwarded To Contr. Off.	Remarks
1.									
2.									
3.									
4.									
5.									
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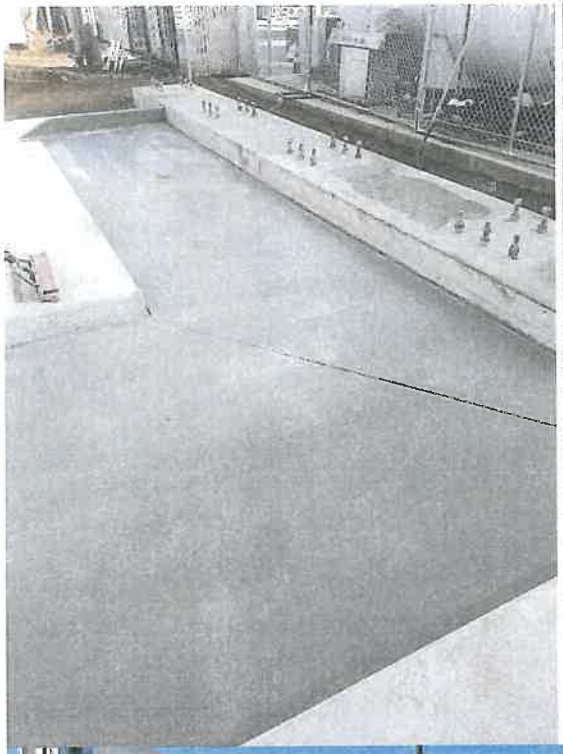
17.									
18.									
19.									
20.									
21.									
22.									
23.									
24.									

Response for Reference No. 2:

a. Sacramento Municipal Utility District (SMUD)
b. Robert Jacques
   916-732-6146
   robert.jacques@smud.org
c. **SMUD Annual Civil Construction Services**
   a. The Contractor shall furnish all supervision, labor, materials, equipment and incidentals necessary to accomplish the work in accordance with the Contract and Engineers instructions. The work generally consists of the following: constructing cast in place reinforced concrete structures including drilled piers, cast in place concrete foundations, constructing cast in place concrete retaining walls and cable trenches; setting reinforced precast concrete structures and service boxes, installing conduit duct banks, performing structural repairs on concrete structures, manholes and boxes; installing or modify electrical grounding systems, fencing, manhole access grates which includes field welding, furnishing and placing aggregate base and crushed rock, grading and paving, constructing electric vehicle charging stations, providing as-built drawings, or any other construction related needs per SMUD drawings and Specifications. The work is further described in the Technical Conditions.
   b. $30,000,000.00
   c. 4600001670
   d. November 21, 2022 to Current
   e. SMUD's service territory (Sacramento County)
   f. Customer Reference.
      Robert Jacques
      Project Manager
      916-732-6146
      robert.jacques@smud.org
   g. All projects receive a Quality Control Plan with an assigned Quality Control Manager that will ensure the project receives product and craftmanship, which is of the highest quality and meets the objectives of the project specification and requirements. To maintain this level of quality, all projects receive a Site-Specific Quality Assurance and Quality Control program that is strictly enforced. Our Quality Control Program is designed to maintain a quality of excellence as it pertains to subcontractors, manufactures, workmanship, and materials, as they are delivered to our customers. These plans shall include the following:
      1. QA/QC organizational chart, with names and qualification.
      2. QA/QC Managers roles and responsibilities.
      3. Outside organization that will be on the project.
      4. Submittal procedure.
      5. Testing plan and log with respective testing agencies.
      6. Re- test or re-work plan
      7. Three phase quality control plan that includes preparatory, initial, and follow up procedures.
      8. Procedures for completion.

We have attached a partial sample of our QA & QC plan for your review.

6.13.3 C. Quality Control Plan-.pdf









Response for Reference No. 3:

a. Sacramento Municipal Utility District (SMUD)
b. Keith Weglin
   916-732-5276
   keith.weglin@smud.org
c. **SMUD Urban Civil Annual Construction Services**
   a. The Contractor shall furnish all supervision, labor, materials, equipment and incidentals necessary to accomplish the work in accordance with the Contract and Engineers instructions. The work generally consists of the following scope and will mainly be located in Downtown Sacramento, but can be performed anywhere within SMUD's operating area: constructing cast in place reinforced concrete structures, setting reinforced precast concrete structures and service boxes, trench excavation in concrete and asphalt, installing conduit duct banks including determining conduit route when conflicts are encountered, performing structural repairs on underground electric vaults and structure foundation repairs including epoxy injection and spall repair, surface preparation of spalled concrete, applying concrete repair products and waterproof coating systems, reinforcing steel treatments, and complete concrete roof replacement of an underground high voltage electrical structure housing energized electrical equipment and cables including falsework construction and reinforced concrete manhole/vault roof construction. The work further includes replacement of vault frame and covers, vault steel grate replacements, constructing, modifying, or repairing any existing high voltage electrical support structure, slab, or facility as the need arises. Excavation, grading, asphalt concrete paving, and providing as-built drawings are also part of this contract, or any other construction related needs per SMUD drawings and Specifications. Night work will be required based on the restrictions set by the City of Sacramento. The work is further described in the Technical Conditions
   b. $60,000,000.00
   c. 4600001722
   d. April 17, 2026 to Current
   e. SMUD's service territory (Sacramento County)
   f. Customer Reference.
      Keith Weglin
      Project Manager
      916-732-5276
      keith.weglin@smud.org
   g. All projects receive a Quality Control Plan with an assigned Quality Control Manager that will ensure the project receives product and craftmanship, which is of the highest quality and meets the objectives of the project specification and requirements. To maintain this level of quality, all projects receive a Site-Specific Quality Assurance and Quality Control program that is strictly enforced. Our Quality Control Program is designed to maintain a quality of excellence as it pertains to subcontractors, manufactures, workmanship, and materials, as they are delivered to our customers. These plans shall include the following:

1. QA/QC organizational chart, with names and qualification.
2. QA/QC Managers roles and responsibilities.
3. Outside organization that will be on the project.
4. Submittal procedure.
5. Testing plan and log with respective testing agencies.
6. Re- test or re-work plan
7. Three phase quality control plan that includes preparatory, initial, and follow up procedures.
8. Procedures for completion.

We have attached a partial sample of our QA & QC plan for your review.

6.13.3 C. Quality Control Plan-.pdf

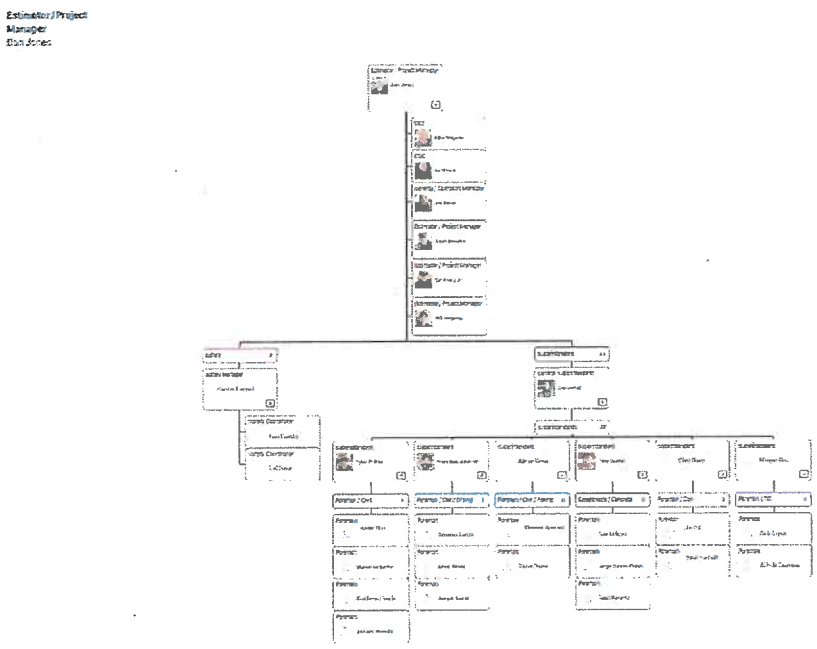




A. Provide an organizational chart and resumes of your dry utility crews and their Project Managers/ Superintendent and Safety Manager. Resumes should evidence experience in and around energized electric utilities.

Response:

Please see attached organizational chart.
6.13.4 A. Organizational Chart.pdf



Having consistently performing services of this exact nature, and operating out of our Sacramento office, our team includes four Project Managers and six Superintendents, each bringing specialized expertise to the table.

Dan Jones will serve as the designated Project Manager for this contract. However, the City of Roseville will maintain the ability to tap into Arrow's additional corporate resources and personnel as necessary to ensure project success.

Executive Management



Mike Wegener | President Mike brings over 37 years of construction experience, with more than 31 years specifically focused on underground construction. He holds a degree in Civil Engineering from Santa Clara University (Class of 1985) and is a Registered Professional Engineer in California. His 32+ years of experience spans civil design, construction sales, and horizontal drilling. Mike manages Arrow's administrative and financial

departments and is a past president of the local chapter of the CFMA (Construction Financial Management Association).

 **Sal Rivera | COO, Secretary & Treasurer** Sal has over 40 years of experience in underground and general engineering construction. He serves as the company's RMO with a CA Contractor "A" License. Having performed most aspects of utility construction firsthand, Sal provides practical, field-tested insight into project management. His career includes leadership roles at Copenhagen Utilities and Irish Construction, moving from Foreman to Superintendent and Project Manager. Sal has managed Arrow's operations and marketing since 2001, ensuring all projects meet specifications to the client's complete satisfaction.

 **Joe Reyes | General Manager** Joe has more than 32 years of experience in the industry, having worked for several mid-sized construction firms ($10M–$50M range). At Arrow, he focuses on operations and management. He previously served as Area Manager for the Modesto office, where he grew the workforce and managed profitability. Joe is bilingual—a critical asset in today's construction industry—and is known for an incredible work ethic, treating Arrow's business with an owner's level of dedication.

Project Management

 **DAN JONES |** Project Manager / Estimator Dan has over 30 years' experience in the construction industry and over 25 years of firsthand experience in work around or near energized facilities. Over the past two decades, he has fostered respected relationships with governing municipalities, engineers, utility departments, arborists, and land managers throughout Sacramento County and surrounding cities.

Dan joined Arrow in 2000 and has worked in every capacity—from Laborer and Operator to Foreman, Purchasing Manager, and now Estimator/Project Manager. This "ground-up" experience provides him with unparalleled insight into project execution. He has completed specialized courses in Project Management and Construction Financial Management.

Key Experience & Current Projects: Dan manages a diverse portfolio including substation construction, underground utilities, directional drilling, structural concrete, and general engineering projects ranging from $1,000 to $60,000,000.00.

- **SMUD Annual Civil Construction (2023–Current):** Providing labor, equipment, and materials for greenfield and brown field substation builds, infrastructure repair and improvements. These substations range from 110 to 600 volts (LV) to 12kV to 230kV (HV). Responsibilities include estimating, scheduling, public outreach, permitting, subcontractors, safety, communication with SMUD Field Engineers and Managers, production goals, progress billings, asbuilts, and quality control.

- **Civil Downtown Construction (2023–Current):** Specialized work in high-density areas involving the placement of large manholes, conduit duct bank systems, and structural concrete repairs.
- **Structural Concrete Construction & Repair (2023–Current):** Focused on structural repairs in energized substations, manholes, and facilities throughout SMUD's service territory.

Field Supervision: Superintendent



TYLER PHILLIPS: Superintendent brings over 28 years of construction industry expertise to the team, specializing in general engineering and complex underground utility projects. Since joining us in 2016, he has established himself as a top-performing Superintendent, consistently delivering projects with gross revenues ranging from $2,000 to $24M.

Tyler's diverse portfolio includes:

- Energy Infrastructure: Full transmission and distribution substation builds (including control buildings) and distribution line maintenance.
- Civil Works: Mass grading, paving, structural concrete placement, and EV charging station installations.
- Utilities & Demolition: Comprehensive wet/dry utility projects and full-scale site/building demolition.

Having personally performed nearly every aspect of utility construction, Tyler offers invaluable practical insight into crew and equipment utilization, production goals, and site safety. He served as the Superintendent for every project listed in this RFP, ensuring continuity and high-level quality control.

Certifications & Training:

- 40-Hour & 10-Hour HAZWOPER
- Confined Space & Competent Person Trained
- Traffic Control / Flagging & UPRR Trained



CHRIS SHARP: Superintendent brings over 31 years of veteran experience to the construction industry, with a specialized focus on underground project management. Since joining our team in 2017, he has served as a Lead Foreman on all projects listed in this RFP. Over the past 2 years Chris has been promoted to Superintendents and is managing contracts with gross revenues ranging from $1,000 to $7M.

Before joining the team, Chris built a robust career at firms such as California Resources Corporation, Normandie Group, and Ortega Construction. His deep field experience includes:

- Utility Infrastructure: Expert installation of both wet and dry utilities.

- Heavy Equipment: Skilled operation of a vast variety of specialized construction machinery.
- Site Management: Direct oversight of job site safety, resource management, and daily production goals.
- Operational Excellence: Handling complex product installations while maintaining positive public and customer relations.

Chris's hands-on background allows him to bridge the gap between high-level project specs and practical, on-the-ground execution, ensuring every goal is met with precision.
Certifications & Training:

- 40-Hour HAZWOPER
- RT Trained
- Confined Space
- Competent Person Trained
- Traffic Control / Flagging
- UPRR Trained
- CPR / First Aid Certified

Field Supervision: Foremen

Given the diverse nature of these projects, we assign Foremen based on the specific skill set required for the task. Arrow currently employs 13 Foremen with a combined experience of over 239 years working in and around high-voltage energized facilities.

Below is a selection of a few qualified Foremen available to SMUD:

d. **Antonio Garcia:** brings over 28 years of field-proven experience to the team, specializing in the management of complex civil engineering and underground utility projects. Since joining Arrow in 2019, Antonio has successfully overseen projects with gross revenues ranging from $1,000 to $20M.
Antonio is a versatile leader with deep technical knowledge in:
   - Infrastructure & Utilities: Expert installation of distribution line infrastructure, dry utilities, and comprehensive concrete work.
   - Civil Operations: Extensive experience in mass grading, precision paving, and site preparation.
   - Specialized Equipment: Proficient in the operation of a wide range of machinery, including directional drill rigs, backhoes, excavators, loaders, and compaction equipment.

   As a Foreman, Antonio is responsible for the critical day-to-day success of a site, focusing on rigorous quality control, resource management, and meeting daily production goals while maintaining excellence in public relations.
   Certifications & Training:
   - 40-Hour HAZWOPER Certified
   - Competent Person Trained
   - Confined Space Certified
   - Traffic Control & Safety
   - CPR / First Aid Certified

e. **Joe Gill:** brings over 18 years of specialized construction and infrastructure experience to the team. Since joining us in 2022, Joe has played a critical role in the field, serving as a Foreman on all SMUD projects identified in this RFP.
Joe's expertise spans high-voltage environments and complex civil works, including:
- Substation & Energy: Specialized construction and complete rebuilds of substations.
- Civil Engineering: Expert-level structural concrete placement, grading, and paving.
- Utility Infrastructure: Comprehensive installation of both wet and dry utility systems.
- Technical Operation: Proficiency across a vast variety of heavy equipment, ensuring versatile site coverage.

As a Foreman, Joe manages the daily intersection of safety and production. He is responsible for resource management, maintaining strict daily production goals, and ensuring high-quality product installation while maintaining professional public and customer relations.
Certifications & Training:
- 40-Hour HAZWOPER Certified
- Competent Person Trained
- Confined Space Certified
- CPR / First Aid Certified
- Traffic Control & Safety

f. **Shawn Garbarino:** is a veteran Foreman with over 28 years of experience in the underground construction industry. A cornerstone of the Arrow team for over 17 years, Shawn has successfully managed a diverse range of projects with gross revenues from $1,000 to $3M.
Shawn has played a key role in the execution of every project listed in this RFP, bringing specialized expertise in:
- Dry Utility Infrastructure: Expert installation and management of complex dry utility systems.
- Heavy Equipment Operation: Proficiency across a vast variety of specialized construction machinery, ensuring on-site versatility.
- Project Continuity: Leveraging nearly two decades of company-specific standards to lead teams through high-stakes installations.
- Site Leadership: Directing daily operations with a focus on resource management, production goals, and maintaining professional public relations.

As a Foreman, Shawn prioritizes job site safety and quality control, ensuring that every project phase aligns with both client specifications and Arrow's rigorous internal standards.
Certifications & Training:
- 40-Hour HAZWOPER Certified
- Competent Person Trained
- Confined Space Certified
- Traffic Control / Flagging Trained
- CPR / First Aid Certified

Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Spare Substation Transformer Project

Project Location(s): Sierra Vista Substation, 1550 Westbrook Boulevard (APN 499-010-063-000) and Fiddyment Substation, 6821 Fiddyment Road (APN 478-440-004-000), Roseville, CA 95747.

Project Description: Roseville Electric is proposing to make improvements to the Sierra Vista Substation and Fiddyment Substation to support enhanced reliability of the existing power supply. The project would expand the substation transformer containment pit at Sierra Vista Substation to meet transformer oil containment requirements. At the Fiddyment Substation, the project would also add a new concrete pad to site a new spare transformer used only to support reliability of the existing power supply and would not result in an expansion of use or capacity. All proposed improvements would be sited entirely within the substation parcels.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: Roseville Electric Utility

Reason why this Project is Exempt: The project qualifies for a Class 1 Categorical Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

> "Class 1 consists of the…minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use… Examples include, but are not limited to: (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances; [and] (b) Existing facilities of both investor and publicly owned utilities used to provide electrical power, natural gas, sewerage, or other public utility services…"

The project consists of expanding the containment pit at the Sierra Vista Substation to meet oil containment requirements and the addition of a new concrete pad and spare transformer, to the Fiddyment Substation. The project would not result in expansion of use or capacity. Consequently, the Class 1 Categorical Exemption applies.

Lead Agency Contact Person: David Angel-Jimenez, Roseville Electric (916-774-5698).

Signature: Jessica Lynch Date: 2/5/2026

Jessica Lynch, Environmental Coordinator
City of Roseville

RFQ# 07-126

DATE: April 22, 2026

TIME: 3:05 PM

BID BOND REQUIRED: YES

BID SUMMARY SHEET

BID OPENING FOR:
Substation Transformer's Civil Construction Project

CITY OF ROSEVILLE CALIFORNIA

Bidders Name City, State	Addendum #1	Bid Bond	Total Bid Amount
Interstate Construction, Inc., Roseville, CA	✓	✓	586,873 00
Sierra National Construction, Inc., Carmichael, CA	✓	✓	391,690 00
Arrow Construction, Sacramento, CA	✓	✓	379,100 00
M-3 Construction Inc., Auburn, CA	✓	✓	$295,000 00

Please Sign-In

Staff	*Visitors (Name & Company)*	*Visitors (Name & Company)*
David Angel-Jimenez		
Christine Mesaros		
MyTien		

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.28
File #: 0203-07
Item ID: 2026-425

Title:	Confined Space Rescue Services - Contract Purchase Agreements
Contact:	Drew Yarbrough 916-746-1656 dyarbrough@roseville.ca.us

SUMMARY

Staff recommends approval of two, five-year contract purchase agreements for on-call confined space rescue services: one with Pro Safety & Rescue, Inc. (PSR) with a not-to-exceed amount of $500,000, and one with Hazardous Materials Institute LLC, doing business as California Safety Training (CST) with a not-to-exceed amount of $250,000. These two contracts will provide Roseville Electric Utility with support for confined space rescue services during maintenance activities at Roseville's power plants. Funding for the first year of the agreements in the amount of $100,000 for PSR and $50,000 for CST is included in the Electric Department's proposed FY2026-27 budget in the Electric Fund. Future funding is subject to the City Council's approval of the respective budgets.

RECOMMENDATION

Staff recommends that the City Council adopt two resolutions authorizing the City Manager to execute Contract Purchase Agreement (3005283) with Pro Safety & Rescue, Inc. and Contract Purchase Agreement (3005298) with Hazardous Materials Institute LLC, doing business as California Safety Training for on-call confined space rescue services.

BACKGROUND

The City owns and operates three power plants. The facilities require maintenance to heat recovery steam generators, tanks, pressure vessels and other equipment that necessitates confined space entry. California OSHA requires all confined space entries have rescue services onsite to perform life-saving rescue and extrication in case emergency conditions develop in the space.

Roseville Electric Utility solicited proposals through Request for Proposal No. 07-117 Generation Confined Space Rescue Services for the three power plants. Two vendor proposals were received and evaluated based on qualifications of firm and team, experience, references, project understanding and plan, and required documents. The evaluation team reviewed and scored the vendor proposals, selecting both Pro Safety & Rescue, Inc (PSR) and Hazardous Materials Institute LLC, doing business as California Safety Training (CST) as the firms to provide the requested scope of services as they both scored high across these criteria. Two firms were selected due to the critical nature of the services to help ensure availability of support during power plant maintenance activities.

FISCAL IMPACT

The cost of the agreement with PSR will not exceed $500,000. The cost of the agreement with CST will not

exceed $250,000 for a total not-to-exceed amount of $750,000 over a five-year period. Funding for the first year of the agreements in the amount of $100,000 for PSR and $50,000 for CST is included in the Electric Department's proposed FY2026-27 budget in the Electric Fund. Future funding is subject to the City Council's approval of the respective budgets.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (CEQA Guidelines §15061(b)(3)). The approval of the two contract purchase agreements for confined space rescue services meets that criteria. No additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services
1. Ensure a safe and healthy community

Respectfully Submitted,
Drew Yarbrough, Power Plant Operations & Maintenance Supervisor

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 26-217
2. Pro Safety & Rescue Inc vendor signed CPA
3. Resolution 26-218
4. Hazardous Materials Institute vendor signed CPA
5. RFP 07-117 Generation - Confined Space Rescue Services
6. Pro Safety & Rescue - RFP07-117 Submittal
7. Hazardous Materials Institute vendor proposal

REVIEWERS:

Steve Hancock, Electric Department - Financial & Administrative	Created/Initiated - 5/13/2026
William Forsythe, Electric Department - All	Approved - 5/13/2026
Shawn Matchim, Electric Department - All	Approved - 5/28/2026
Daniel Beans, Electric Department - All	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/3/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/4/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-217

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PRO SAFETY & RESCUE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005283) for Confined Space Rescue Services, by and between the City of Roseville and Pro Safety & Rescue, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005283

Supplier Details:

Company	Pro Safety & Rescue Inc
Contact	Zachari Pierce
Address	3700 Pegasus Dr Ste 200
	Bakersfield, CA 93308

Submit your response to:

Company	City of Roseville
Contact	Joanna Oukrop
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1102
Fax	(916) 746-1115
E-mail	JOukrop@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

Contract Purchase Agreement 3005283

Agreement	**3005283**
Agreement Date	**02-APR-2026**
Revision	**0**
Agreement Amount	**500,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Pro Safety & Rescue Inc
3700 Pegasus Dr Ste 200

Bakersfield, CA 93308
Phone: (855) 591-0019
Fax: (661) 829-5029
Email: z.pierce@prosafetyandrescue.com

Description of Labor, equipment and/or materials

The vendor shall provide the services called for under the City of Roseville Request for Proposal (RFP)# 07-117 and vendor's proposal thereto titled "RFP 07-117: Roseville Electric Division - Confined Space Rescue Services" (hereinafter "Proposal"). The terms and scope of work of the City of Roseville RFP# 07-117 and the vendor's Proposal are herein made part of this Contract Purchase Agreement and fully incorporated by reference. All work must be quoted approved in advance by an authorized representative of the Roseville Energy Plant (REP) utilizing the attached "Tab F: Cost Proposal" rate sheet.

Please contact Drew Yarbrough with the REP at (916)746-1656 or dyarbrough@roseville.ca.us for questions regarding this agreement.

*The total agreement amount is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15170	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**30-Jun-2031**	**Joanna Oukrop** Phone **1-916-746-1102**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

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Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.

6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.

9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.

10. Contractor agrees to the below insurance requirements:

    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance

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coverage.

b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or

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Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state, and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with

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respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

20. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

21. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

25. If Contractor produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Contractor shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or

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California law. Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Contractor's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. __00846224_____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

____X____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/16/26 JS

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required
Cyber Liability:
$1 Million/occurrence

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

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Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Supplier

DocuSigned by:

Signature: Sarah Pierce

439C0D3638E343A...

Print Name: Sarah Pierce

Title: President

Date: 4/7/2026

Supplier

Signed by:

Signature: Christina Lee

C5FA9276EA5B42F...

Print Name: Christina Lee

Title: Corporate Secretary

Date: 4/7/2026

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

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TAB F : Cost Proposal

TECHNICAL CONFINED SPACE
RESCUE & SAFETY SERVICES

Classification	Regular Rate	Over Time	Double Tim
CS Rescue Technician	100.34/hr.	128.19/hr.	156.02/hr.
Travel Time	45.00/hr.		

Equipment (Description below)	Rate per day
Technical Rescue Equipment	350.00
Rescue Vehicle	19.00/hr
Per Diem w/o	45.00
Hotel (Subjected to location and hotel rates)	185.00
Mileage	.725/mile

RESOLUTION NO. 26-218

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HAZARDOUS MATERIALS INSTITUTE LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005298) for Confined Space Rescue Services, by and between the City of Roseville and Hazardous Materials Institute LLC has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005298

Supplier Details:

Company	Hazardous Materials Institute LLC
Contact	Richard Harlan
Address	799 Deerbrook Trail
	Auburn, California 95603

Submit your response to:

Company	City of Roseville
Contact	Joanna Oukrop
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1102
Fax	(916) 746-1115
E-mail	JOukrop@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005298

Agreement	**3005298**
Agreement Date	**15-APR-2026**
Revision	**0**
Agreement Amount	**250,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Hazardous Materials Institute LLC
799 Deerbrook Trail

Auburn, California 95603
Phone: (916) 203-9508
Fax: ()
Email: rharlan@hazardousmaterialsinstitute.com

Description of Labor, equipment and/or materials

The vendor shall provide the services called for under the City of Roseville Request for Proposal (RFP)# 07-117 and vendor's proposal thereto titled "HMI Proposal to the City of Roseville RFP Confined Space Rescue Services" (hereinafter "Proposal"). The terms and scope of work of the City of Roseville RFP# 07-117 and the vendor's Proposal are herein made part of this Contract Purchase Agreement and fully incorporated by reference. All work must be quoted approved in advance by an authorized representative of the Roseville Energy Plant (REP) utilizing the attached Hazardous Materials Institute LLC "Tab F: Cost Proposal" rate sheet.

Please contact Drew Yarbrough with the REP at (916)746-1656 or dyarbrough@roseville.ca.us for questions regarding this agreement.

*The total agreement amount is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	16062	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**30-Jun-2031**	**Joanna Oukrop** Phone **1-916-746-1102**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

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Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.

6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.

9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.

10. Contractor agrees to the below insurance requirements:

    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance

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coverage.

b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or

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Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state, and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with

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respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

20. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

21. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

25. If Contractor produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Contractor shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or

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California law. Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Contractor's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. N/A

Contractor License No. N/A

DIR Registration No. 458022

Check mark the applicable company type below:

_____ **Corporation**

____**X**____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/16/26 JS

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required
Cyber Liability:
$1 Million/occurrence

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

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Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Supplier

Signature: DocuSigned by: Richard Harlan F2C61EFA15D1445...

Print Name: **Rich Harlan**

Title: **Founder/CEO**

Date: 4/15/2026

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA

CITY OF ROSEVILLE CALIFORNIA

April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

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F. Cost Proposal

We present herein a transparent and detailed cost proposal for providing Confined Space Rescue Services and Safety Training Courses to the City of Roseville. Our pricing is outlined in the following tables, reflecting a commitment to comprehensive service and value.

Confined Space Services Rates

The following rates apply to our confined space rescue services:

Type	Number of Staff	Regular Rate 1-8 hrs.	Overtime Rate 8-12 hrs.	Double Time rate After 12 hrs.
Regular	2-person	$330	$495	$660
Shift Work Differential	2-person	$350	$525	$700
Vehicle and equipment	N/A	$500 day	N/A	N/A
Additional Personnel CSR Trained	1-person	$165	$247.50	$300
Additional Personnel CS Awareness Trained	1-person	$100	$150	$200

The following terms apply to our services:

- In the event of cancellations after a team has arrived onsite, HMI will charge a 4-hour straight-time cancellation fee.
- For work completed in less than 4 hours, HMI will bill a minimum charge equivalent to 4 hours.
- Our cost proposal is all-inclusive, ensuring no additional charges for lodging, travel, airfare, or meals will be incurred.

Confined Spaces and Safety Training Courses

Safety Training Course	Duration	Class Size	Price per Class
First Aid/CPR/AED	6 hours	Up to 12	$1,200
Hot Work/Fire Extinguisher	8 hours	Up to 12	$2,400
Trenching Excavation Competent Person	8 hours	Up to 12	$1,950
Fall Protection Competent Person	8 hours	Up to 10	$2,350
Confined Space Entry "Competent Person" Training	7 hours	Up to 30	$1950

REQUEST FOR PROPOSALS

RFP 07-117

Roseville Electric Generation Division – Confined Space Rescue Services

DUE: 2/18/2026

3:00 PM

Deliver to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
OR
Email: cityclerkroseville@roseville.ca.us

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

RFP 07-117

NOTICE IS HEREBY GIVEN that proposals for **Generation – Confined Space Rescue Services** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678 or submitted via electronic mail to cityclerkroseville@roseville.ca.us,** until 3:00 p.m., **2/18/2026**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected consultant. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

12/18/2025
Date

Jason Sherrer

Jason Sherrer
Generation Maintenance Scheduler-Coordinator

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope, so that it is visible when delivered to the City.

Or emailed to:
cityclerkroseville@roseville.ca.us

Note: Email submissions are limited to 25 megabytes.

PREVAILING WAGE NOTIFICATION

This is a prevailing wage project. Accordingly, all prevailing wage and fair employment laws and regulations shall be adhered to. For prevailing wage contracts over $25,000.00, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the Department of Industrial Relations and/or the following website address:

http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

(RFP 07-117, Generation – Confined Space Rescue Services)

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1.0 INTRODUCTION

The City of Roseville (hereinafter "City"), is soliciting proposals for Confined Space Rescue Services. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter "Consultant(s)"), that meet the requirements set forth in this Request for Proposals (hereinafter "RFP"), and are capable of providing the services requested are encouraged to participate.

1.1 Background

The City owns and/or operates multiple power plant sites. The primary site is the Roseville Energy Park (hereinafter "REP") which is a gas-fired 165 MW combined-cycle power generation facility with an additional 2 – GE TM2500 simple cycle turbines, and a zero liquid discharge system. The Roseville Power Plant #2 (hereinafter "RPP2") is a gas fired 50 MW simple cycle peaking power plant which has 2 – GE Frame 5. Power generation operations and maintenance includes confined space work in heat recovery steam generators, a cooling tower, crystallizers, sumps, tanks and other pieces of equipment. The City is seeking proposals from qualified Contractors to provide confined space rescue services for City owned or operated electric generation systems.

REP and RPP2 locations are:

Roseville Energy Park
5120 Phillip Road
Roseville, CA 95747

Roseville Power Plant #2
2155 Nichols Drive
Rocklin, CA 95677

1.2 City Overview

The City of Roseville is an incorporated city with a population of more than 145,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

1.3 Proposal Submittal

RFP proposal submittals may be delivered to the Office of the City Clerk, Civic Center, 311 Vernon St., Roseville, CA 95678 via common carrier, hand delivered, **or** submitted via electronic mail to **cityclerkroseville@roseville.ca.us** by the specified proposal due date and time. Complete and attach the "Sealed Proposal" label to the outside of the proposal packaging if delivering or hand carrying a hard copy of the proposal, so it is visible to the City Clerk. If submitting a proposal via electronic mail, then include the RFP title and RFP number in the subject line of the email.

1.4 California Secretary of State Registration

The City requires all corporations, limited liability companies and limited partnerships to be registered to do business in the State of California. On a separate Attachment F page, please include a screenshot of your "ACTIVE" status with your proposal submittal, which can be obtained by accessing this link: https://bizfileonline.sos.ca.gov/search/business. All proposers must be registered with the Secretary of State or have a valid exemption by the time of award.

1.5 Instructions

This RFP is exclusively an invitation to submit Proposals for the Generation – Confined Space Rescue Services project. This RFP shall not be construed as a request or authorization to perform any work. In addition, this RFP does not represent a commitment to purchase, lease, or license any product or software. Any work performed by a Vendor to respond to this RFP will be at the Vendor's own discretion and expense. The City will not be obligated for any Vendor costs related to this RFP, nor does any Vendor's work in responding to this RFP bind the City to any obligations. The costs of developing Proposals are entirely the responsibility of the Vendor. This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to Steve Hancock sjhancock@roseville.ca.us or by accessing the RFP from the City's website at: https://www.roseville.ca.us/business/procurement_services/bids_rfps by no later than 1/28/2026 5:00pm PST.

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed through PublicPurchase.com to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. Additionally, the Notice of Intent to Award will be posted on PublicPurchase.com. **It is the proposer's sole responsibility to monitor PublicPurchase.com for possible addenda to this RFP and for the Notice of Intent to Award. Failure of proposer to retrieve addenda or the Notice of Intent to Award** from PublicPurchase.com shall not relieve him/her of the requirements contained therein or the timelines associated therewith. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Optional Pre-Proposal Job Walk, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City……	12/18/2025
Pre-Proposal Job Walk..……	1/21/2026
Deadline for Final Questions……...	1/28/2026
City Responses to Written Questions……..	2/4/2026
Proposal Submission Deadline……	2/18/2026
Consultant Interviews as needed…….	TBD
Contract Negotiations……	TBD
Contract Approval by City Council…….	TBD
Commencement of Services.……	7/1/2026

3.0 OPTIONAL PRE-PROPOSAL JOB WALK

An optional on-site pre-proposal conference and job walk has been scheduled for Wednesday, January 21, at 8:00am. Prospective proposers are encouraged to pre-register by Monday, January 19th with Steve Hancock at sjhancock@roseville.ca.us by filling out and returning Attachment G – Intent to Attend Pre-Proposal Job Walk. Registrants will be asked to provide the name of the attendee(s), company name, phone number, and email address(es). Pre-registering is not required but does help us plan for the session better.

The conference and job walk will last approximately 2 hours. Attendance will be taken at the beginning of the conference.

Time will be spent in both a conference room and walking the Roseville Energy Park. We will be conscious of the current weather and take breaks as needed.

Closed toed shoes and pants will be required. Hard hats and safety glasses will be provided during the job walk if needed.

The optional on-site pre-proposal conference and job walk will take place at multiple places. The conference and job walk will start and end at:

Roseville Energy Park
5120 Phillip Road
Roseville, California

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 SCOPE OF SERVICES

4.1 Responsibilities of the Rescue Contractor

- Develop and present a detailed Confined Space Rescue Plan that complies with all relevant safety regulations, standards, and client-specific requirements.

- Assign and provide appropriately trained and certified rescue personnel to be on-site during confined space entry operations in order to perform rescue operations as needed
- Ensure all rescue personnel have the necessary qualifications, training, certifications, and medical clearances as required by industry standards.
- Conduct thorough pre-entry assessments of confined spaces to identify potential hazards and develop appropriate rescue strategies
- Supply and maintain all required rescue equipment, including but not limited to: harnesses, winches, communication systems, ventilation equipment, gas detectors, lighting, and personal protective equipment (PPE).
- Upon request by the City, provide documentation that demonstrates that all onsite rescue equipment is regularly inspected, tested, and maintained to ensure its functionality and compliance with regulations.
- Establish clear communication channels and protocols between the rescue team, entry personnel, and site management
- Upon request by the City, conduct practice drills and mock rescue scenarios periodically to ensure the competency and readiness of the rescue team
- Maintain accurate documentation of all rescue-related activities, including pre-entry assessments, equipment inspections, and rescue incident reports.
- Provide timely reports to the client detailing the progress, findings, and outcomes of confined space entry and rescue operations

4.2 Responsibilities of the Client

- Provide detailed information about the confined spaces at the worksite, including layouts, potential hazards, and previous risk assessments
- Coordinate with the rescue contractor to schedule confined space entry operations and communicate changes or updates as necessary.
- Ensure all personnel requiring access to confined spaces are properly trained and informed about the rescue procedures and emergency protocols
- Collaborate with the rescue contractor to establish a clear chain of command and communication flow during rescue operations
- Provide necessary permits and access to the worksite for the rescue team to perform their duties effectively
- Promptly address any concerns or issues raised by the rescue contractor related to safety, access, or equipment.

4.3 Deliverables

- A comprehensive Confined Space Rescue Plan that outlines strategies, procedures, and communication protocols.
- Trained and certified rescue personnel on-site during confined space entry operations.
- Well-maintained and functional rescue equipment meeting industry standards.
- Documentation of pre-entry assessments, equipment inspections, and rescue incident reports.
- Regular progress reports detailing the status of confined space entry and rescue operations.

4.4 Multiyear Agreements

The initial contract will be from date of award through five (5) years. The Vendor(s) receiving the contract award for the initial contract will retain that contract award throughout the life of the contract.

The contract will be awarded based on the prices determined through the initial contract negotiation process. The City is willing to re-negotiate pricing (increases and/or decreases) based on market fluctuations. The pricing will be evaluated based on what the City deems to be fair and reasonable pricing. Any requests made by the Vendor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change. In its request for price increases Vendor shall cite sources, specific conditions, and document how those conditions affect the cost. The City of Roseville is also willing to re-negotiate pricing if it is affected by catastrophic circumstances (example: unforeseen national/world crisis or acts of God).

Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the Vendor. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to modify the agreement.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

6.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Consultant wishes to include that is not specifically requested should be included in an appendix to the proposal.

Consultants are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations or provisions attached to a proposal may render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

If provided via regular mail, the proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

6.1 Cover Letter

A Cover Letter must be included with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address

- A statement that the submitting Consultant will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).

6.2 Signature Requirements

The attached Proposer's Certification (**Attachment A)** shall be executed by an official(s) legally authorized to bind the Consultant which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.
- Proposals which are submitted by an Individual Doing Business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

6.3 TAB A: Firm's Qualifications

Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

6.4 TAB B: Experience and References

Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

6.5 TAB C: Qualifications of Team

Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes may be included in the appendix.

6.6 TAB D: Project Understanding

Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.

6.7 TAB E: Project Plan

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.

6.8 TAB F: Cost Proposal

Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.

6.9 TAB G: Required Statements/Documents

Include statements of assurance regarding the following requirements in the proposal:

- Non-substitution for the designated members of the team without approval by City staff **(Section 5.0)**
- The absence of a conflict of interest **(Section 10.4)**
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract **(Section 10.7)**. (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.23**)

Submit the following documents with proposal:

- Proof of registration with California Secretary of State. **Note:** All proposers must be registered with the Secretary of State or have a valid exemption by the time of award.
- Executed copy of Proposer's Certification (**Attachment A**)
- Levine Act Disclosure Statement Form (**Attachment B**)
- Executed copy of Non-collusion Declaration (**Attachment** D)

6.10 TAB H: Exceptions

Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment C**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

6.11 TAB I: Competency of Proposers

The City wants to ensure that the successful Consultants has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

7.0 SUBMITTAL INSTRUCTIONS

7.1 Your submittal package shall include the following:

- **One (1) original and four (4) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

OR

If submitting your proposal via electronic mail, then send one (1) copy of the proposal to cityclerkroseville@roseville.ca.us. The file size limit is 25 megabytes.

7.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. If mailing the proposal, then it shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the "Sealed Proposal" label (Attachment E) to the outside of the envelope or package containing your proposal.**

7.3 If submitting electronically to cityclerkroseville@roseville.ca.us, please keep attachments under 25mb and do not include a compressed file (zip, rar, etc) as these may not be properly delivered. Once the email is sent with the proposal attached, please send an additional email to the same email address with no attachments letting the City Clerk know that the proposal was sent in a separate email. This will allow the City Clerk to confirm if the proposal email with attachments was received or not to help avoid emails and/or attachments being blocked and the City Clerk not knowing they were potentially blocked.

7.4 If submitting electronically, please include "RFP 07-117" at a minimum in all email subject line correspondence.

7.5 Proposals shall be delivered to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Or electronically mailed to: cityclerkroseville@roseville.ca.us

7.6 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

7.7 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**

7.8 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

7.9 All costs associated with proposal preparation shall be borne by the proposer.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

Evaluation Criteria	**Maximum Points Possible**
A. Experience and qualifications of firm and proposed staff/sub-consultants/sub-contractors (per Sections 6.3 - 6.5)	35
B. Understanding of the Project – Proposed Project Plan (per Section 6.6 – 6.7)	25
C. Proposed Cost (per Section 6.8)	40
Total Possible Points:	**100**

9.0 SELECTION PROCESS

9.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master averaged score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.

9.2 Proposals submitted will be reviewed by a selection committee. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of Consultants invited to an interview may vary depending upon the number of proposals submitted.

9.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.

9.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Consultant might propose.

9.5 A contract will be negotiated with the Consultant considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Consultant considered next best in meeting the City's needs for this particular project.

9.6 The selected Consultant will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

9.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.

9.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Consultant(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

9.9 The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.

9.10 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.

9.11 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

10.0 GENERAL TERMS & CONDITIONS

10.1 Standard Contract

Upon completion of the evaluation and recommendation for award, the selected Consultant will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment C**.

10.2 Independent Contractor

At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.

10.3 Non-Appropriation

The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

10.4 Conflict of Interest

The Consultant shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Consultants submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Consultant or the Consultant's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Consultant has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

10.5 Undue Influence

The Consultant shall warrant via an executed Proposer's Certification (**Attachment A**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee or agent of the Consultant, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

10.6 Non-Collusion

Consultant submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A)** that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and the associated sub-consultants or sub-contractors. Proposers shall also submit a properly completed and executed "Non-collusion Declaration" which is attached as **Attachment D**. Additionally, the Contractor shall provide a completed Levine Act Disclosure Statement Form (**Attachment B**). A party to a proceeding before an agency involving a license, permit, or other entitlement for use, including contracts not competitively bid and awarded to the lowest responsible bidder with a responsive bid shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent to a City official/campaign. (Gov. Code, § 84308.) For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

10.7 Indemnification & Insurance Requirements

The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment C**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Consultant shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Consultant's proposal. If a proposer takes exception to the indemnification and insurance requirements, then the nature and scope of the proposed exceptions may negatively affect the evaluation of that proposer's

submittal and the City's determination of whether it is possible to successfully negotiate a contract with that firm. Submitting exceptions are at the proposer's own risk.

10.8 Cost of Preparing Proposal

The City will not pay any costs incurred by any Consultant in preparing or submitting a proposal in response to this RFP.

10.9 Proposals Property of the City

All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.

10.10 Proposals are Public Records

All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.

10.11 Protests

(a) Protest Requirements

(1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

(b) Grounds for Protest

(1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.
(2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation.

The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

(1) The City Manager or designee makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or
(2) The City decides to reject all proposals and issue a new RFP.

10.12 Rejection of RFP

The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Consultant in response to any RFP. This RFP does not constitute any form of offer to contract.

10.13 Multiple Awards

The City reserves the right to award the contract to multiple contractors when applicable.

10.14 Increasing/Decreasing Portions of RFP

The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.

10.15 Rejection as Non-Responsive

Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.

10.16 Modifying RFP

The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.

10.17 If no proposal is accepted:

The City may elect to have the services performed in some other manner.

10.18 Rejecting Team Members, Firms or Sub-consultants

The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.

10.19 Local Business, Small Business, Minority and Women Owned Business

Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses

10.20 Withdrawal of Proposals

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Consultant prior to the expiration of that ninety (90) day period.

10.21 Prohibited Transmittals

No telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.

10.22 Proposal Postponement and Amendment

The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.

10.23 Proprietary Information

Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Consultant shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.

10.24 Right to Request Additional Information

During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.

10.25 Modification of Proposals

Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

10.26 Examination of Contract Documents

Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment C**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer

has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.

10.27 Non-Discrimination

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Consultant sign a statement affirming its compliance with this policy.

10.28 No Assignment or Modifications

This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Consultant shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.

10.29 Bankruptcy

Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Consultant must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

10.30 Debarment

Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

11.0 ATTACHMENTS

Index of Attachments Included in this RFP Below:
Attachment A: Proposer's Certificate
Attachment B: Levine Act Disclosure Statement
Attachment C: Sample Contract
Attachment D: Non-collusion Declaration
Attachment E: Proposal Seal

Attachments to be Provided by Vendor:
Attachment F: California Secretary of State Registration

Attachments that are separate documents to be downloaded:
Attachment G – Intent to Attend Pre-Proposal Job Walk

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
TELEPHONE NUMBER

_____
EMAIL

Type of Organization:

____ Sole Proprietorship ____ Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO _____

If yes, please identify the City Officer(s):_____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO _____

If yes, please identify the City Officer(s):_____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

_____	_____	_____
(Date)	(Printed Name/Title of Authorized Representative)	(Name of business/legal entity)

_____

(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A **party** to a proceeding before an agency involving a license, permit, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent.

A **party**, **or agent to a party**, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

Attachment C

SAMPLE CONTRACT

See separate attachment on PublicPurchase.com

Attachment D

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

_____

(Signature of Declarant)

Attachment E

SEALED PROPOSAL

CITY OF ROSEVILLE CALIFORNIA

IMPORTANT

NOTICE TO PROPOSER

The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

RFP NAME

_____

PROPOSAL DUE DATE

_____

PROPOSAL DUE TIME

_____A.M.____P.M.

PROPOSAL FOR

_____

TIME SENSITIVE. DELIVER TO CITY CLERK IMMEDIATELY.

SEALED PROPOSAL

CITY OF ROSEVILLE CALIFORNIA

IMPORTANT

NOTICE TO PROPOSER

The envelope containing your proposal **MUST** have:

1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

RFP NAME

RFP 07-117

PROPOSAL DUE DATE

2/18/2026

PROPOSAL DUE TIME

3:00 A.M. X P.M.

PROPOSAL FOR

Confined Space Rescue Services

TIME SENSITIVE. DELIVER TO CITY CLERK IMMEDIATELY.

CITY OF ROSEVILLE CALIFORNIA



RFP 07-117 : Roseville Electric Division - Confined Space Rescue Services

Firm :
Pro Safety & Rescue, Inc.
3700 Pegasus Dr. Suite #200, Bakersfield, CA 93308
Phone - 1.855.591.0019
Fax - 661.829.5029

Contact Person :
Zachari Pierce
Office - 888.269.5095
Cell - 661.706.0298
Fax - 661.829.5029
Email - z.pierce@prosafetyandrescue.com

Pro Safety & Rescue, Inc. proposes to perform Confined Space Rescue Services, adhering to all requirements described in this RFP, including all addenda.

PRO SAFETY & RESCUE, INC.

TAB A : Firm's Qualifications

Pro Safety & Rescue, Inc. is passionate about serving you. We are a certified minority-owned, woman-owned small business that provides exceptional EMS, rescue, and safety solutions. We are certified by the California Public Utility Commission (CPUC), National Minority Supplier Development Council (NMSDC), and California Department of General Services. Additionally, Pro Safety & Rescue is a licensed Non-Transport Basic Life Support (BLS) Agency in Kern County and the State of California.

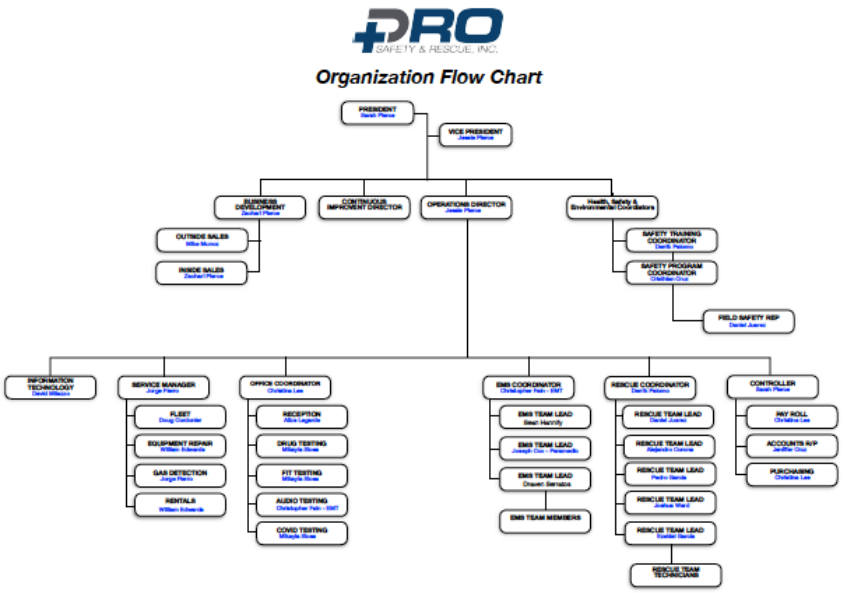
Serving our clients since January 2014, our customers have partnered with our team to allow us to serve their safety needs all across the United States and on international projects. Since our beginning, we have served our clients in the biomass and power generation, solar, construction, manufacturing, agriculture, oil & gas, and the entertainment industries. With a highly diversified client base, our team has very unique and unmatched capabilities that assist our business partners creating and sustaining safe working environments by our team providing them with professional safety, rescue and emergency medical services.

Servant leadership is the foundation of our core values alongside integrity, professionalism, excellence, and honesty. We believe that it is through our focus on serving our business partners and each other, is how we lead in having safe and incident free work places.

Pro Safety & Rescue, Inc. proposes to perform Confined Space Rescue Services, adhering to all requirements described in this RFP, including any addenda. Pro Safety & Rescue, Inc. will not be utilizing any subcontractors to supplement staffing for these services.

TAB A : Firm's Qualifications, Continued

Organizational Chart



Company Profile

Years in Business: 12y 1m

Ownership: Certified Woman-Owned, Minority-Owned with no anticipated change in ownership.

Mailing Address: 3700 Pegasus Drive, Suite 200, Bakersfield, CA 93308

Operations Facility: 93,000 Sq.ft. on 10 acres of land

Phone: 888.269.5029

California Secretary of State Registration Number: 3640182

California Small Business Certification Number: 1763348

CPUC Certification Number: 14050052

Southern California Minority Supplier Development Council: SC09102

California Public Works Contractor Registration Number: 1000001316

Staffing Levels over 5 years : average staffing of 50 employees

TAB B : Experience and References

Since January 2014, our customers have partnered with us to provide safety solutions at sites across the United States and on international projects. With a focus on industries such as power generation, solar, construction, and manufacturing, our team has been serving clients since our inception. We strive to provide top-notch safety services and meet the specific needs of our clients, ensuring their safety at all times.

By having an in-depth understanding of Roseville's facility layouts and operations, we are able to provide customized solutions and services that are tailored to meet the specific requirements of each project. Our history and partnership with facility leadership teams in Roseville allows us to effectively communicate and coordinate with city officials, contractors, and other stakeholders to ensure seamless and efficient operations. We are committed to the success of Roseville and strive to be a valuable resource for its growth and development.

TAB B : Experience and References

Customer Reference Information:	
Company Name:	High Desert Power
Contact Name:	Tom Taylor
Address:	19000 Perimeter Rd, Victorville, CA 92394
Phone Number:	760.530.2300
E-Mail Address:	ttaylor@mrpgenco.com
Contract Information:	
Period of Performance:	2016-Current
Value of Contract:	T&M, $1,000,000+

Brief description of services and/or products provided:

Provided confined space rescue services for multi-million dollar maintenance outages. Ensured the safety of all contractors on site and planned potential rescue scenarios in each confined space that required someone to enter. Supplied different compliance trainings for on site staff.

TAB B : Experience and References

Customer Reference Information:	
Company Name:	DTE Vantage
Contact Name:	Michael Borelli
Address:	2526 West Washington Street, Stockton, CA 95203
Phone Number:	209.320.3720
E-Mail Address:	Michael.borelli@dteenergy.com
Contract Information:	
Period of Performance:	2018-Current
Value of Contract:	T&M, $1,000,000+

Brief description of services and/or products provided:

Provided confined space rescue services for multi-million dollar maintenance outages. Ensured the safety of all contractors on site and planned potential rescue scenarios in each confined space that required someone to enter. Supplied different compliance trainings for on site staff.

TAB B : Experience and References

Customer Reference Information:	
Company Name:	La Paloma Generating Co. LLC.
Contact Name:	Terry Benson
Address:	1760 Skyline Rd. McKittrick, CA 93251
Phone Number:	661.762.6000
E-Mail Address:	tbenson@lapalomagc.com
Contract Information:	
Period of Performance:	2013-Current
Value of Contract:	T&M, $1,000,000+

Brief description of services and/or products provided:

Provided confined space rescue services for multi-million dollar maintenance outages. Ensured the safety of all contractors on site and planned potential rescue scenarios in each confined space that required someone to enter. Supplied different compliance trainings for on site staff.

TAB C : Qualifications of Team

Our dedicated support staff for scheduling Confined Space Rescue Services is:

Primary Point of Contact:
Rescue Team Coordinator
Derrik Palomo - EMT/Rescue Technician
Office: 888.269.5029 ext 108
Cell: 661.706.5080
E-mail: d.palomo@prosafetyandrescue.com

Leadership:

Director of Operations & Vice President
Jessie Pierce, CHST, OHC
Office : 888.269.5095 ext.101
Cell : 661.706.8212
Email : j.pierce@prosafetyandrescue.com

Safety Coordinator
Cristhian Cruz
Office : 888.269.5095 ext.107
Cell : 661.706.5095
Email : c.cruz@prosafetyandrescue.com

EMS Coordinator
Christopher Fain, EMT
Office : 888.269.5095
Cell : 661.706.2498
Email : c.fain@prosafetyandrescue.com

Customer Relations
Zachari Pierce
Office: 888.239.5095 ext.109
Cell: 661.706.0298
Email : z.pierce@prosafetyandrescue.com

TAB C : Qualifications of Team

Rescue Team Coordinator - DESIGNATED PROJECT MANAGER
Derrik Palomo - EMT/Rescue Technician

- Derrik has been with PSR since March of 2020. He is licensed EMT and a former Fire Fighter for Kern County Fire. Derrik is a certified Rescue Technician, Instructor, EMT, and is responsible for the coordination for rescue teams, rescue training and works as a customer liaison for the EMS and Rescue Divisions. Derrik has vast experience in rescue services for power generation plants, refineries, manufacturing and construction industries.

Director of Operations
Jessie Pierce, CHST, OHC

- As a Founder of Pro Safety & Rescue, Jessie has led the company to become what it is today, the pinnacle of our industry. With a background in Industrial Construction and Oil & Gas, his leadership approach is embodied by our core values : Integrity and Servant-Leadership.

Safety Training Coordinator
Cristhian Cruz

- Cristhian Cruz has been with PSR since 2025. He oversees PSR's safety training and verification and validation programs (V&V). He has a extensive background in safety, serving in the Construction, and Oil & Gas industries.

EMS Coordinator
Christopher Fain

- Christopher has worked his way through the ranks of our organization since 2019. Initially hired as an EMT serving the community through our ambulance service, he quickly revealed himself to be a leader. He now manages drug testing, compliance testing, and supplements Cristhian in our safety training.

Customer Relations
Zachari Pierce

- Zachari Pierce has been with PSR since 2018 and is a certified Confined Space Rescue Technician and Rope Rescue Technician. He brings extensive experience in rescue operations, on-site safety, and breathing air and gas detection systems. Zachari oversees Business Development and serves as a liaison for key clients, leading After Action Reports for major outages to drive performance and client satisfaction.

TAB D : Project Understanding

City of Roseville Experience…

Pro Safety & Rescue has been providing Confined Space Rescue Services to the City of Roseville in partnership with Performance Mechanical, Inc. since August 2020.

Our team has partnered with facility leadership teams in Roseville, gaining intimate knowledge of how the plants are laid out and how they operate. We understand the confined space needs of the City of Roseville and its contractors, and we will work closely with the City of Roseville leadership team to meet their expectations. It has been our privilege to serve the City of Roseville.

Pro Safety & Rescue has a clear understanding of the city's requirements. We will assign a team leader who will serve as a single point of contact to cater to all of the city's confined space rescue needs as outlined in the RFP.

TAB E : Project Plan

Project Plan

Our company is dedicated to providing exceptional customer service and we understand the importance of meeting the high standards demanded by the City of Roseville. To ensure a seamless customer service experience across the multiple facilities, we employ several key strategies including 24/7 availability and digital scheduling software.

We understand the importance of being accessible at any time, regardless if it's day or night. Our customer service operations run 24/7, allowing the City of Roseville various facilities to reach out for assistance at their convenience.

We have employed robust performance measurement mechanisms and data-driven analysis to track key metrics and identify areas for improvement. Through continuous evaluation and feedback, we have consistently optimized processes, streamlined operations, and enhanced overall performance to achieve the desired outcomes in our schedule and deployment of Technical Rescue Teams.

Below is an example of the software used to schedule qualified rescue technicians, assign equipment and dispatch rescue crews to projects for the City of Roseville and other customers.

connecteam



TAB E : Project Plan

Project Plan

Our dedicated support staff for scheduling Confined Space Rescue Services is:

Primary Point of Contact :
Zachari Pierce
Office: 888.239.5095 ext.109
Cell: 661.706.0298
Email : z.pierce@prosafetyandrescue.com

TAB E : Project Plan

Staffing Strategy

The chart below is how our team at Pro Safety & Rescue identifies capable and qualified rescue team members that can be assigned for projects for the City of Roseville. This process helps verify that right team members are always on your projects and who the responsible team members are for achieving excellent customer service.

Additionally, we conduct After Action Reports (AAR) for our projects, seeking the input from our clients and rescue team in order to identify areas that our team is serving great in and other areas that we could improve in effort to create a frictionless relationship. Our team seeks to truly be servant leaders to our clients.

RACI MATRIX / CONFINED SPACE RESCUE SERVICES

PRO SAFETY & RESCUE

SERVICES	CONFINED SPACE	HOLE WATCH	RESCUE PLAN	JSA	SDS	ATMOSPHERIC MONITORING	FIRE WATCH MONITORING			
LEAD CAPTAIN	R	R	R	R	C	I	C	N/A	N/A	NA
RESCUE	A	A	A	A	I	A	A	N/A	N/A	N/A
EMT / PARAMEDIC	I	I	C	I	I	I	I	N/A	N/A	N/A
FIELD SAFETY TECHNICIAN	A	A	I	I	I	A	A	N/A	N/A	N/A
ATTENDANT	A	A	A	I	I	I	A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

A contact list of all Pro Safety & Rescue Team members on location will be communicated daily

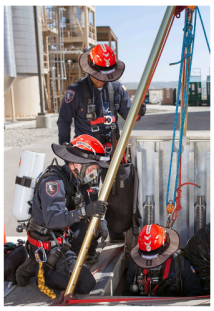
R **RESPONSIBLE** A **ACCOUNTABLE** C **CONSULTED** I **INFORMED**

TAB E : Project Plan

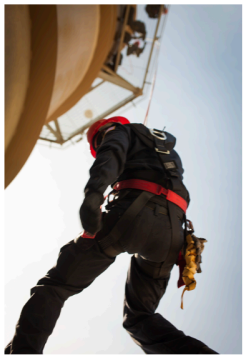
Training Strategy

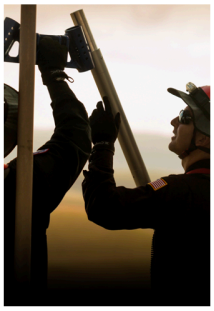










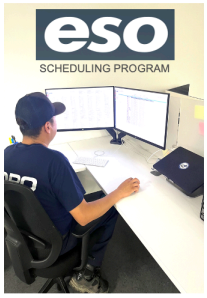


RESCUE

At Pro Safety & Rescue, our rescue technicians are certified through a combined 80 hours of Confined Space and Ropes Rescue classes in order to gain competency in all of the skills specified by the National Fire Protection Association before they ever step foot on a job site.













TAB E : Project Plan

Equipment Strategy

The chart below is the equipment that each Technical Rescue Team is equipped with to provide High and Low Angle Rescue and Confined Space Rescue Services. We utilize only the best, top of the line equipment for our highly qualified team rescue team members.



200' 11mm Rope	3
CSR2 Pulley System	1
Aztek	1
AZ Vortex	1
Sked	1
Drag-N-Lift	1
Stokes w/ Backboard, Rigging, & Tie In Kit	1
Medical Bag	1
AED	1
Allegro EP Fan w/ Ducting	1
Generator	1
Equipment	Quantity
LOTO Box w/ 5 Locks	1
Danger Tape	1
LOTO Tags	20
Single Swivel Pulley	4
Double Swivel Pulley	2
Technical Carabiner	14
MPD or Clutch	2
18" Red Sewn-Loop Prusiks	4
Fastlink Anchor Strap	2
Ultra-Pro Edge Protectors	1
Edge Pad	1
Fastlink Pick off strap	1
Anchor Plate	1
Figure 8 Descender	2
Edge Guard	2
25" Green Sewn-Loop Prusiks	2
5' Green Webbing	4
12' Yellow Webbing	4
15' Blue Webbing	4
20' Red Webbing	2
25' Black Webbing	2
10' 9mm Cord	1

TAB F : Cost Proposal

TECHNICAL CONFINED SPACE
RESCUE & SAFETY SERVICES

Classification	Regular Rate	Over Time	Double Tim
CS Rescue Technician	100.34/hr.	128.19/hr.	156.02/hr.
Travel Time	45.00/hr.		

Equipment (Description below)	Rate per day
Technical Rescue Equipment	350.00
Rescue Vehicle	19.00/hr
Per Diem w/o	45.00
Hotel (Subjected to location and hotel rates)	185.00
Mileage	.725/mile

TAB G : Required Statements and Documents

(Section 5.0) -

Pro Safety & Rescue, Inc. assures that the designated project team, (no sub consultants or sub contractors shall be used), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval from the city.

(Section 10.4) -

Pro Safety & Rescue, Inc. warrants that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Pro Safety & Rescue, Inc. acknowledges that it must disclose any actual, apparent, direct, indirect, or potential conflicts of interest and not disclosing shall be a material breach of the contract entitling the City to any and all remedies by law or in equity. Pro Safety & Rescue, Inc. has no actual, apparent, direct, indirect, or potential conflicts of interest existing with respect to our management or employees relative to the services to be provided to the City.

(Section 10.7) -

Pro Safety & Rescue agrees and has the ability to fully comply with all insurance requirements designated by the City.

(Section 10.23)

Pro Safety & Rescue, Inc. acknowledges that nothing contained in the proposal will be proprietary. Pro Safety & Rescue, Inc. shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “confidential” portion of the proposal.

TAB G : Required Statements and Documents

PRO SAFETY & RESCUE, INC. (3640182)

Request Certificate

Initial Filing Date	01/23/2014
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	3700 PEGASUS DR. STE 200 BAKERSFIELD, CA 93308
Mailing Address	3700 PEGASUS DR. STE 200 BAKERSFIELD,CA93308
Statement of Info Due Date	01/31/2027
Agent	Individual SARAH PIERCE 3700 PEGASUS DR. STE 200 BAKERSFIELD, CA 93308

TAB G : Required Statements and Documents

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Pro Safety & Rescue, Inc.
NAME OF BUSINESS

SIGNATURE

Jessie Pierce, Vice President
NAME & TITLE, TYPED OR PRINTED

3700 Pegasus Dr. Suite #200, Bakersfield, CA 93308
MAILING ADDRESS

661.706.8212
TELEPHONE NUMBER

j.pierce@prosafetyandrescue.com
EMAIL

Type of Organization:

____ Sole Proprietorship X ____ Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

TAB G : Required Statements and Documents

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s):_____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s):_____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

2/18/26	Jessie Pierce, Vice President	Pro Safety & Rescue, Inc.
(Date)	(Printed Name/Title of Authorized Representative)	(Name of business/legal entity)

(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

TAB G : Required Statements and Documents

Attachment D

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President of Pro Safety & Rescue, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/18/2026 [date], at Bakersfield [city], California [state].

(Signature of Declarant)

TAB G : Required Statements and Documents

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars ($10,000) whichever is greater.

No Subcontractors will be utilized.

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

TAB H : Exceptions

Pro Safety & Rescue, Inc. has no proposed exceptions, alterations, or amendments to the Scope of Services or other requirements of this RFP.

TAB I : Competency of Proposers

Pro Safety & Rescue, Inc. has no pending bankruptcies, liens, stop payment notes, judgements, lawsuits, arbitrations, mediations, foreclosures, or any similar actions related to services provided by our firm.

No client has ever terminated a contract with Pro Safety & Rescue, Inc. for breach.

HAZARDOUS MATERIALS INSTITUTE
OSHA Required Hazmat Training

HMI Proposal to the City of Roseville RFP

Confined Space Rescue Services

DUE: 2/18/2026

RFP 07-117



Prepared by:

Rich Harlan, Founder & CEO
Hazardous Materials Institute (HMI)
799 Deerbrooke Trail
Auburn, CA 95603
Email: Rharlan@hazardousmaterialsinstitute.com
Phone: 916-203-9508

Prepared for:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

- This space was left blank intentionally –

Rich Harlan, Founder & CEO
Hazardous Materials Institute (HMI)
799 Deerbrooke Trail
Auburn, CA 95603
Email: Rharlan@hazardousmaterialsinstitute.com
Phone: 916-203-9508

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Date: January 25 2026

Subject: Proposal for Confined Space Rescue Services

To whom it may concern,

We at the Hazardous Materials Institute (HMI) are excited to submit our proposal for the Confined Space Rescue Services for the City of Roseville. With a sense of pride and a deep understanding of the community we aim to serve, we present a team whose roots in emergency response are indelibly intertwined with the city's own fabric.

Our CEO and Confined Space Specialist, Rich Harlan, along with the entire team of dedicated specialists – Kent Freeman, Joe Tuoto, Dean Morra, Scott Parrett and Rich Sisk – are all seasoned veterans of the Roseville Fire Department. Together, we have not only served but also shaped the emergency response framework within Roseville, accruing a wealth of local knowledge and operational expertise. Our combined tenure at the Roseville Fire Department underscores a track record of commitment and excellence that we now bring to HMI.

At HMI, we understand the gravity of confined space rescue and the intricate demands such operations entail. Our proposal is meticulously crafted to meet the detailed requirements set forth in your Scope of Work, ensuring that every aspect of our service – from pre-entry assessments to the provision of expert on-site personnel and the maintenance of critical rescue equipment – is delivered with precision and in full compliance with industry standards.

We have been a part of the city's successes and have worked through its challenges, equipping us with a nuanced perspective that goes beyond technical expertise. Our approach is founded on familiarity, fortified by experience, and focused on the safety and well-being of Roseville's residents and workforce.

By partnering with HMI, the City of Roseville will benefit from the following:

- **Expertise in Specialized Rescue Services:** With extensive experience in providing high and low angle rescue services, our certified personnel possess the skills and training required to tackle intricate rescue scenarios. Their proficiency guarantees a swift and secure response to any emergency, ensuring your staff's safety remains in capable hands.

- **Dedication to Safety and Compliance:** Safety is our top priority at HMI. We are unwavering in our dedication to adhere to all relevant regulations, including CAL/OSHA standards, ensuring maximum safety for both our team and yours. Our thorough understanding of confined space entry requirements ensures meticulous procedure adherence, thereby reducing risks and potential liabilities.

- **Customized Rescue Plan Development:** At HMI, we understand that each confined space presents unique challenges. Leveraging our extensive experience in emergency response, we will develop a Confined Space Rescue Plan that is not just compliant with safety regulations but also tailored to the specific characteristics and risks of each site. This plan will include detailed procedures for various rescue scenarios, ensuring that our team is prepared for any eventuality.

- **Comprehensive Hazard Assessment and Strategy Formulation:** Before any confined space entry, our team will conduct comprehensive hazard assessments. These assessments will draw upon the practical insights we gained in the field, ensuring a meticulous evaluation of potential risks. Based on these assessments, we will formulate strategies that are not only effective in ensuring safety but also efficient in execution, ensuring that rescue operations are both swift and secure.

- **Full Compliance with Equipment Standards:** The safety of our equipment is as crucial as the skill of our personnel. We will supply, maintain, and regularly inspect all required rescue equipment, such as harnesses, winches, and gas detectors. Our commitment to meeting and exceeding industry standards is a promise to ensure that every piece of equipment functions reliably in critical moments.

- **Effective Communication and Drill Protocols:** Effective communication and regular drills are essential for a successful rescue operation. Drawing from our experience in coordinating complex rescue efforts, we will establish clear communication channels and protocols. Additionally, conducting regular practice drills will ensure that our team's response is not just theoretically sound but also practically proficient.

- **Detailed Reporting and Documentation:** Transparency and accountability are cornerstones of our service. HMI will maintain detailed documentation of all activities related to confined space rescue. This includes pre-entry assessments, equipment inspections, and incident reports. Regular and timely reporting to our clients will not just keep them informed but also involved in the continuous improvement of safety protocols.

We look forward to the possibility of collaborating once more with the City of Roseville, this time through the Hazardous Materials Institute, to continue our tradition of excellence in emergency services. Please find attached our comprehensive proposal, which details our tailored approach to meeting your confined space rescue needs.

Thank you for considering our proposal. We are eager to discuss how our unique background and professional capabilities align with the City of Roseville's objectives. We are available at your convenience to schedule a meeting for a deeper conversation about our shared goals.

Kind regards,

Rich Harlan

Founder & CEO
Hazardous Materials Institute (HMI)
Email : Rharlan@hazardousmaterialsinstitute.com
Phone : 916-203-9508

Preamble

This proposal has been meticulously structured in strict accordance with the guidelines provided in Section 6 of the RFP. Every essential aspect and detail, as outlined in the requirements, has been thoughtfully addressed and incorporated into this submission. Our approach aims to provide a clear and comprehensive response that aligns precisely with the outlined expectations.

Confidentiality statement

This proposal contains confidential material that is proprietary to Hazardous Materials Institute. The materials, ideas and concepts contained herein are to be used exclusively to evaluate the capabilities of Hazardous Materials Institute to provide a proposal for the City of Roseville. The information and ideas herein may not be disclosed to anyone outside of the City of Roseville to be used for purposes other than the evaluation of the capabilities of Hazardous Materials Institute and its subcontractors. Hazardous Materials Institute believes the information in this document is accurate as of its publication date.

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A. Firm's Qualifications

1. Hazardous Materials Institute (HMI)

Hazardous Materials Institute was established as a LLC at 799 Deerbrooke Trl, Auburn, California 95603 with the expectation of rapid expansion in the safety training for industrial workers and first responders' industry.

The Company was formed on 05/01/2021 as an LLC California state laws and headed by Richard Harlan.

Rich is a retired Roseville Fire Battalion Chief passionate about training and technical rescue. Rich served on Roseville special operations team his entire career.

Rich started HMI in 2021 and led the company to where it is today—providing confined space rescue standbys/consulting and safety training to industrial workers and first responders. Rich is also a Fire/Safety professor for Sierra College and Yuba College.

2. Business Mission

At HMI, we believe that customer service is the key to our success. We understand that providing exceptional service is not only good for our customers, but it's also good for our business. Our customers are our top priority, and we're committed to delivering the best possible experience to everyone we work with. We believe that our commitment to customer service is one of the things that sets us apart from other training providers.

Our approach to customer service is simple: we listen to our customers, understand their needs, and work with them to provide the best possible service. We understand that training can be challenging, especially in high-risk situations, which is why we offer a wide range of courses designed to meet the needs of every customer. Whether you're a first responder, an industrial technician, or an organization in need of specialized safety training, we have the expertise and resources to help you succeed.

3. Certifications:

As of today, HMI possesses the following certifications:

- State Fire Marshals certified confined space rescue technician.
- State Fire Marshal Instructors
- California Specialized Training Institute
- Paramedic
- Hazmat specialist
- OSHA 10, 30 certified/instructor CPR

We specialize confined space rescue technician training and standbys and consulting. Safety training for construction workers and first responders. The Company currently employs 3 full-time employees and 32 part-time employees.

4. Qualification Statement

HMI is uniquely qualified to perform the requested services, having a proven track record of success in similar projects. Our team comprises highly trained and certified professionals, each possessing extensive knowledge and expertise in confined space rescue operations. We are well-versed in adhering to safety regulations and standards, ensuring that all operations are conducted with utmost precision and care.

- All services outlined in the RFP will be completed by our firm's in-house staff. This includes:
- Developing and presenting a detailed Confined Space Rescue Plan.
- Providing appropriately trained and certified rescue personnel for on-site operations.
- Conducting thorough pre-entry assessments and developing rescue strategies.
- Supplying and maintaining all necessary rescue equipment.
- Establishing clear communication channels and protocols.
- Maintaining accurate documentation and providing timely reports.

We do not propose to utilize any sub-consultants or sub-contractors for this project. Our firm is fully equipped and capable of executing all aspects of the project with our current resources and staff.

5. Organizational Chart

Our organizational framework is underpinned by a team whose expertise is deeply rooted in the City of Roseville itself. **Rich Harlan**, our CEO & Confined Space Specialist, leads with over three decades of emergency response proficiency, notably recognized through awards for his exceptional service to the Roseville Fire Department. His stewardship in the department, combined with his entrepreneurial spirit, has been instrumental in shaping the high standards of safety training at our institute.



Alongside Rich, **Kent Freeman**, **Joe Tuoto**, and **Rich Sisk** round out our team of Confined Space Specialists, each having honed their skills within the same department that protects and serves the Roseville community.

This collective experience within the local fire service translates to an unparalleled understanding of the city's unique operational landscape and its specific emergency response needs. Our team's comprehensive familiarity with Roseville's protocols, infrastructure, and personnel ensures an insider's approach to confined space rescue, fostering a synergy with city operations that only a shared history can provide.

B. Experience and References

We take pride in our work, and we believe that our satisfied customers are the best evidence of our commitment to quality and excellence.
We have worked with businesses of all sizes, and we have a proven track record of delivering effective safety and emergency response solutions. Our customer references attest to our professionalism, expertise, and ability to deliver top-notch services, and we are always grateful for their support and trust in our abilities.

Reference	Contract Scope and Duration	Contact Name and Title	Contact Details
Menzies	Confined Space Support Services 2022	Phil Corpas Menzies project manager	859-991-9560 phil.copas@outlook.com
Pacific Engineering and Construction, Inc.	Safety Trainings and Confined Space Standbys 2023	Jordan Stone E.I.T.	530-966-5480 jordan.stone615@gmail.com
Roseville Fire Department City of Roseville	Confined space training 2023	Ryan Harigan Fire Chief	916-774-5825 RHarrigan@roseville.ca.us
POND	Confined Space Support Services 2022	Danny strong Senior Safety Officer	504-975-5309 StrongD@pondco.com
Truckee Meadows Water Reclamation Facility (Reno/Sparks)	Confined space rescue training 2010-2021	Paul Shapiro Yerington public works director	775-861-4105 pauls@yerington.net
City of Woodland Wastewater Plant	Confined space rescue training 2010-2021	Shane Carlsen Senior Operator	530-661-2054 shane.carlsen@cityofwoodland.org
City of Sacramento Water Treatment Plant	Confined space rescue training 2010-2021	Simone Sumeshwar Safety Officer	916-808-3760 SSumeshwar@cityofsacramento.org
City of Roseville Wastewater Collections Division	Confined space rescue training 2000-2021	Chris Bracco Wastewater Collections Superintendent	916-223-7771 cbracco@roseville.ca.us
California Conservation Corp	Provided Hazwoper Training to over 400 CCC members April 2023	Bryan Margullis Education Specilist	bryan.margullis@ccc.ca.gov
Thomas Fuels Consultant	Provided confined space rescue standby and OSHA 30 2021-present	Tate Thomas CEO/Owner	1-843-442-5678 tate@tfcapi.com
RidgeInc	Provided confined space rescue standby and OSHA 30 2021-present	Zach Ridgeway CEO/Owner	1-623-806-6340 Zach@ridginc.com

C. Qualifications of Team

Rich Harlan - CEO, Confined Space Specialist & Project Manager

Rich Harlan serves as the CEO, a Confined Space Specialist, and the Project Manager for this initiative. With a distinguished 30-year career in fire safety and emergency response, including significant roles in the Roseville Fire Department, his expertise is well-aligned with the city's requirements. Rich's qualifications include certifications as a Confined Space Rescue Technician, Hazmat Specialist, and Licensed Paramedic, with recognized instruction credentials under the State Fire Marshal.

His leadership at HMI and previous accolades from the Roseville Fire Department for exceptional service illustrate his dedication to community safety. Rich's experience also extends to managing high-risk safety education and overseeing complex emergency operations. Located in Auburn, CA, he has maintained a close working relationship with the Roseville area, ensuring his commitment and availability for local projects.

Kent Freeman - Confined Space Specialist

Kent Freeman's background is steeped in confined space consulting and safety. As a former member of the Roseville Fire Department, his expertise is tailored to the needs and challenges of the local community. Kent's role in HMI leverages his extensive experience to oversee and implement safety protocols in high-risk operations.

Joe Tuoto - Confined Space Specialist

Joe Tuoto's professional journey has been characterized by his roles in confined space safety and medical emergency services. His tenure at the Roseville Fire Department has imbued him with a comprehensive understanding of incident command and confined space rescues, skills that he brings to HMI to enhance our confined space rescue capabilities.

Rich Sisk - Confined Space Specialist

Rich Sisk offers a wealth of knowledge in crisis management and regulatory compliance. His experience with the Roseville Fire Department has prepared him to handle the complexities of confined space rescue with precision and authority. At HMI, he is instrumental in ensuring that all operations not only meet but exceed the required safety standards.



Note: We have annexed to our proposal the resumes of each team member.

D. Project Understanding

Hazardous Materials Institute has thoroughly evaluated the City of Roseville's Request for Proposal (RFP) for Confined Space Rescue Services. We understand the generation facility and its confined space risks. Risks we have considersed are when work is being done in the turbine enclosures, HRSG's, cooling towers, ZLD systems, sump and tanks, elevated entries / limited pick points just to name a few.

1. Scope of Services

The RFP calls for a comprehensive suite of services to ensure the safety and effectiveness of confined space operations. This includes developing a detailed Confined Space Rescue Plan, providing trained personnel, equipment management, risk assessment, and maintaining communication protocols. Our understanding extends to ensuring compliance with CAL/OSHA standards and integrating with the City's existing emergency services.

2. General Approach

Our approach is founded on the principles of readiness, risk mitigation, and regulatory compliance. We will implement a multi-tiered strategy that encompasses:



- **Development of a Confined Space Rescue Plan:** Crafting a plan that is both compliant and customized to the City's specific needs, accounting for the varied nature of confined spaces within municipal operations.
- **Personnel Readiness:** Ensuring all rescue personnel are not only certified but also undergo continuous training to maintain sharp skills and awareness of best practices.
- **Equipment Management:** Instituting a rigorous maintenance and inspection schedule for all rescue equipment to ensure reliability and performance during critical operations.
- **Risk Assessment:** Conducting in-depth risk assessments for each confined space, which will inform our rescue strategies and ensure the safety of both rescue personnel and city workers.
- **Communication Protocols:** Establishing clear and efficient communication channels to ensure coordination among all stakeholders in rescue operations.

3. Expected Challenges and Special Considerations

We anticipate the following challenges:

- **Adapting to Varied Confined Spaces:** The diversity of confined spaces, each with unique risks, requires bespoke rescue strategies.
- **Regulatory Compliance:** Keeping pace with evolving safety regulations to ensure uninterrupted

- **Interdepartmental Coordination:** Navigating the complexities of coordinating with various city departments and ensuring that our operations are integrated smoothly with the City's processes.

Certain aspects of the City's infrastructure may necessitate special consideration. For example, older confined spaces may have legacy risks not present in newer structures.

In anticipation of these diverse challenges inherent to confined space rescue, HMI has formulated a cohesive strategy to ensure the highest standards of safety and efficiency for the City of Roseville. Understanding that each confined space presents its own set of challenges, we have prepared our rescue units to be highly adaptable, with personnel cross-trained to pivot their strategies to the unique demands of each environment. To stay at the forefront of regulatory compliance, our dedicated compliance team will keep a vigilant watch on evolving safety regulations, proactively integrating any updates into our operational protocols and training programs. Recognizing the critical importance of interdepartmental communication, we will assign a liaison officer tasked with establishing and maintaining open lines of communication among all relevant city departments. This role will be crucial in weaving our operations into the city's fabric, ensuring a harmonious and integrated response to any emergency.

Special considerations, such as navigating the complexities of older infrastructure, will be met with comprehensive site-specific assessments that bring historical context into our planning, thereby informing our rescue strategies with a depth of understanding that can only be gained through experience. By analyzing historical data on past incidents, we will build a preventative framework that anticipates and mitigates potential risks before they manifest. This approach is complemented by our commitment to continuous improvement and innovation, which will see us developing state-of-the-art training simulations and integrating advanced technological solutions to enhance both the safety and efficiency of our rescue operations. Our firm's deep roots in the community of Roseville fortify our commitment to engage with local stakeholders, ensuring that our operations not only meet the technical requirements of the project but also resonate with the community values and the specific needs of the city.

4. Unique Approaches and Strength

HMI's unique strengths lie in our team's direct experience with the Roseville Fire Department, enabling us to provide services that are acutely attuned to the City's operational framework and community ethos. Our localized knowledge is complemented by our:

- **Proven Track Record:** Demonstrated history of excellence in confined space rescue within the public sector, specifically within the City of Roseville.
- **Specialized Training:** Advanced training capabilities, including simulated rescue scenarios tailored to the City's specific environments.
- **Innovative Equipment:** Access to state-of-the-art rescue equipment and the ability to leverage technology for enhanced safety and efficiency.
- **Community Integration:** A deep-rooted presence in Roseville, fostering trust and ensuring that our response is not only technical but also community-centric.

HMI is fully equipped to address all aspects of the City of Roseville's confined space challenges with a level of detail and expertise that assures safety, efficiency, and regulatory adherence. Our proposal, shaped by nuanced understanding and strategic foresight, is designed to meet the City's needs, and exceed its expectations for a partner in confined space rescue services.

E. Project Plan

In this chapter, we present a comprehensive project plan for the successful implementation of confined space rescue services for the City of Roseville. This plan delineates our methodologies, schedules, personnel assignments, and resource allocations to accomplish all required tasks within the project timeline.

1. Methodologies

HMI's methodologies are structured around our core principles of safety, compliance, and operational excellence:



1. Pre-Site Evaluation & Hazard Assessment

Procedure: Each phase begins with a detailed inspection of the confined space in question. The team rigorously assesses various factors such as structural integrity, air quality, and the potential presence of toxic or flammable atmospheres, along with other environmental hazards, to ensure a comprehensive understanding of the site conditions.

Safety Protocols: Based on these assessments, we develop site-specific safety protocols. These protocols are meticulously crafted to include crucial aspects such as emergency exit strategies and comprehensive communication plans, ensuring preparedness for any eventuality.

Equipment Setup: The final step involves a careful determination of the necessary safety and rescue equipment tailored to each site's unique requirements. This includes the deployment of essential items like ventilation systems, gas detectors, and rescue harnesses, ensuring that our team is well-equipped to handle the specific challenges of each confined space.

2. Customized Training for Preparedness

Training Curriculum: Development of a comprehensive training curriculum tailored to the specific types of confined spaces in Roseville, focusing on both theoretical knowledge and practical skills.

Scenario-Based Drills: Conducting drills that simulate various rescue scenarios to enhance decision-making and technical skills under pressure.

Certification and Recertification: Ensuring all team members are up to date with relevant certifications and conducting regular refresher courses.

3. Effective Communication and Coordination

Rich Harlan, as the project manager of this contract, will manage the essential task of establishing and maintaining clear communication protocols. His role ensures efficient coordination during rescue operations, while Rich Sisk's input in developing on-site communication strategies enhances the team's ability to respond effectively in crisis situations, making sure all operations run smoothly and cohesively.

Standard Operating Procedures (SOPs): Establishment of clear SOPs for communication during rescue operations, including the use of hand signals, radios, and other communication devices.

Regular Briefings and Debriefings: Implementing pre-operation briefings and post-operation debriefings to ensure all team members are aware of their roles and learn from each operation.

Coordination with External Agencies: Establishing protocols for coordination with external agencies such as the local fire department and emergency medical services.

4. Continuous Improvement and Adaptive Approach

Operational Reviews: Conducting regular reviews of rescue operations to identify successes and areas for improvement.

Feedback Mechanisms: Establishing mechanisms for receiving and integrating feedback from team members and city staff.

Technology and Techniques Update: Staying informed of the latest developments in rescue techniques and equipment and integrating them into our operations.

5. Integrated Reporting and Documentation

Incident Reporting: Developing a standardized format for reporting incidents, including details of the operation, any challenges encountered, and the outcomes.

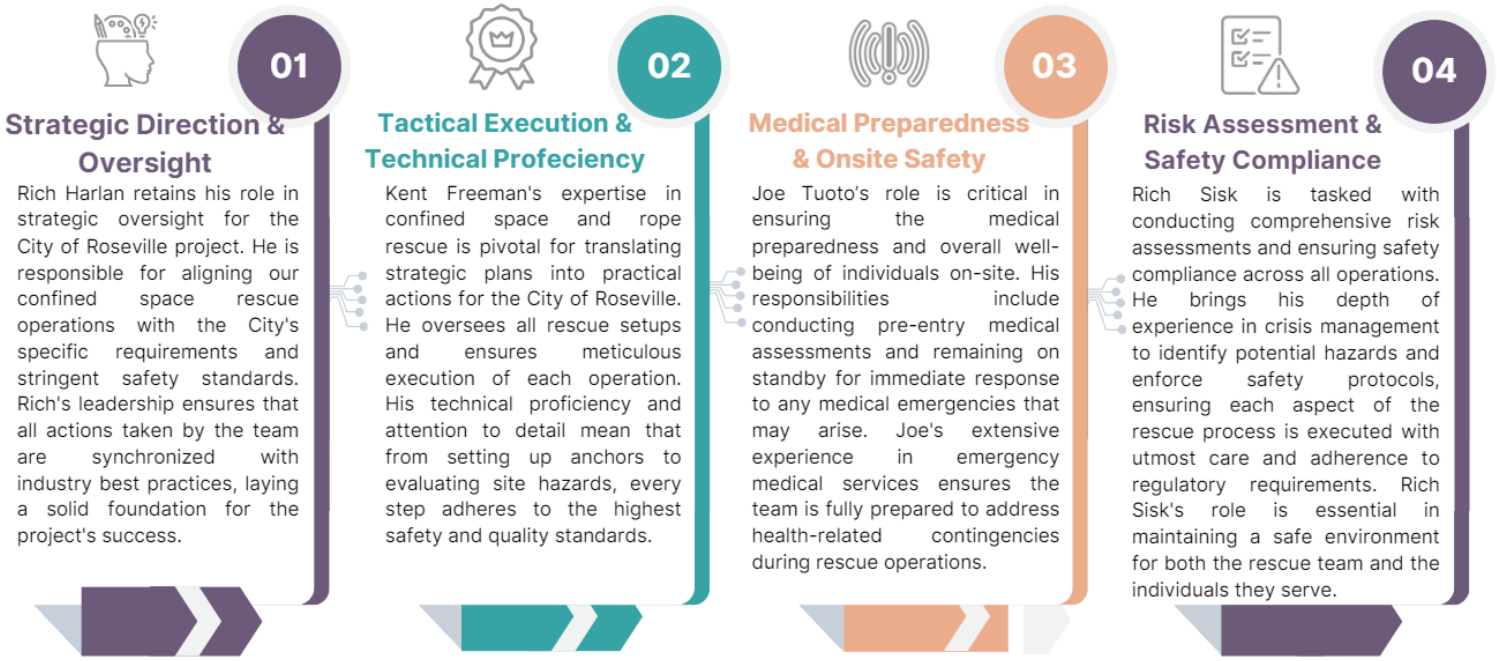
Data Analysis: Analyzing data from reports to identify patterns or trends that can inform future operations.

Record Maintenance: Maintaining comprehensive records of all training sessions, drills, and rescue operations for accountability and regulatory compliance.

Through this detailed and systematic methodology, we aim to address every aspect of confined space rescue operations for the City of Roseville. Our approach is designed to ensure the highest levels of preparedness, safety, and efficiency, while also being adaptable to evolving conditions and requirements.

2. Team Dynamic

Rich Harlan, Kent Freeman, Joe Tuoto and Rich Sisk form a seamlessly integrated team, each contributing unique strengths to ensure a comprehensive and effective confined space rescue operations. Their collaboration unfolds seamlessly. Rich, as the visionary, outlines the strategic path while Kent, the executor, brings plans to life with technical precision. Joe, the medical expert, ensures that safety is prioritized at all times.



3. Project Schedule

The following represents an estimated work schedule for the Confined Space Rescue Services project with the City of Roseville, prepared by Hazardous Materials Institute (HMI). This schedule outlines a hypothetical timeline and phases, starting in July 2026. Please note that the final dates and specific milestones will be determined in collaboration with the City officials to ensure alignment with their operational needs and requirements.

Phase 1: Assessment and Planning (1-2 days)

- Undertaking initial site evaluations to identify specific risks and requirements.
- Coordinating with City staff to align on project goals and obtain critical information.
- Drafting a Confined Space Rescue Plan that incorporates site assessment data and City staff input.

Phase 2: Training and Equipment Setup (1-2 days)

- Procuring and setting up the required rescue equipment at designated sites.
- Launching targeted training programs designed for the unique demands of the City's confined spaces.
- Validating and updating the rescue team's certifications to meet current standards.

Phase 3: Drills and Practice Scenarios (1 day)

- Conducting intensive drills and simulations that mirror real-life rescue scenarios.
- Evaluating the team's effectiveness and equipment functionality through scenario-based exercises.
- Adjusting training methods and equipment arrangements based on drill feedback.

Phase 4: Operational Implementation and Evaluation (1 day)

- Implementing the Confined Space Rescue Plan across the designated sites.
- Continuous monitoring and assessment of operational efficiency and effectiveness.
- Implementing continuous improvement measures based on operational feedback and performance analysis.
- Conducting an end-of-year review to assess overall performance and identify areas for future enhancements.

5-Year Service Mode

We will also implement a structured evaluation process. This will involve a systematic review of all confined space rescue activities conducted over the month. Key performance indicators will be analyzed, including response times, team efficiency, equipment usage, and adherence to safety protocols. This regular evaluation aims to identify trends, capture lessons learned, and facilitate the continuous refinement of rescue strategies and training programs. Year 1: Validation, plan refresh, drills, Years 2–4: Sustainment, refresher drills, Year 5: Full program review & transition

4. Necessary Equipment

To fulfill the project requirements, the following equipment will be supplied and maintained by Hazardous Materials Institute (HMI):

- **Harnesses:** A variety of harnesses suitable for different confined space scenarios.
- **Winches:** Winches for secure and efficient lifting and lowering operations.
- **Communication Systems:** Reliable communication devices, including radios and other essential communication tools, to maintain contact between team members.
- **Ventilation Equipment:** Necessary ventilation systems to ensure safe air quality within confined spaces.
- **Gas Detectors:** Advanced gas detectors to monitor and identify hazardous gases.
- **Lighting:** Adequate lighting equipment suited for the varied environments of confined spaces.
- **Personal Protective Equipment (PPE):** Including helmets, gloves, eye protection, and other necessary gear to ensure the safety of all team members.

5. Safety Training Courses

In our commitment to excellence in confined space rescue operations, HMI places a strong emphasis on rigorous safety training. Our specialized programs are designed to ensure that our team is thoroughly prepared, both in knowledge and practice, to meet the unique challenges of confined space environments safely and effectively.

These trainings are crucial to maintaining our high standards of safety and operational readiness for the City of Roseville. By prioritizing continuous learning and improvement, we aim to foster a culture of safety that permeates every aspect of our operations.

1. First Aid/CPR/AED

- Duration: 6 hours
- Class Size: Maximum 12 students per class

Course Description:

The First Aid/CPR/AED training is a six-hour program that focuses on life-saving skills, specifically for adult victims. Participants will learn how to respond effectively in medical emergencies, including providing CPR and assistance in choking situations. Additionally, the course covers the use of devices such as pocket masks and the proper deployment of automatic external defibrillators (AED).

Course Highlights:

- CPR and Choking Response: Participants will receive comprehensive training in cardiopulmonary resuscitation (CPR) and effective responses to choking for adult victims.
- Use of Devices: The course includes instruction on the use of pocket masks to facilitate safer and more hygienic rescue efforts.
- AED Training: Participants will gain the knowledge and skills necessary to operate automatic external defibrillators (AED) in critical situations.

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2. Hot Work/Fire Extinguisher

- Duration: 8 hours
- Class Size: Maximum 12 students per class

Course Description:

The Hot Work/Fire Extinguisher training is an eight-hour program that equips participants with essential skills for safe hot work activities and the effective use of fire extinguishers. The course also includes live fire training to prepare participants for real-world scenarios, ensuring they are ready to respond confidently in case of fire emergencies.

Course Highlights:

- Safe Hot Work: Participants will learn to safely perform hot work activities, including welding and cutting, while minimizing fire hazards.
- Fire Extinguisher Use: The course includes hands-on training in the proper use of fire extinguishers, ensuring participants can respond effectively to fire incidents.
- Live Fire Training: To enhance practical skills, participants will engage in live fire training, simulating real fire situations.

3. Trenching Excavation Competent Person

- Duration: 8 hours
- Class Size: Maximum 12 students per class

Course Description:

The Trenching Excavation Competent Person course is an eight-hour program designed to provide a comprehensive understanding of trenching and excavation hazards. Participants will gain knowledge of safe work practices, protective systems, soil classification, interpreting tabulated data sheets, identifying underground utility markings, and reporting criteria. The course also covers information on atmospheric monitoring.

Course Highlights:

- Trenching Hazards: Participants will identify and understand the hazards associated with trenching activities, enabling them to take appropriate safety measures.
- Protective Systems: The course includes instruction on protective systems for trenching to prevent accidents and protect workers.
- Soil Classification: Participants will learn to classify soil, which is crucial for evaluating trench stability.
- Utility Markings: Understanding underground utility markings and reporting criteria is essential for workplace safety.
- Atmospheric Monitoring: The course provides knowledge on monitoring atmospheric conditions to safeguard workers.

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4. Fall Protection Competent Person

- Duration: Customized based on requirements
- Class Size: Maximum 10 students per class

Course Description:

The Fall Protection Competent Person course is a customized training program tailored to your organization's specific fall protection needs. This program provides in-depth training to identify, assess, and mitigate fall hazards using passive, restraint, arrest, and administrative control systems. It is intended for individuals responsible for workplace assessments, equipment selection, fall protection program management, and ensuring the presence of effective rescue procedures.

Course Highlights:

- Customized Content: The course content will be adapted to address the fall protection requirements and challenges specific to your organization.
- Fall Hazard Identification: Participants will learn to identify and assess existing and predictable fall hazards in the workplace.
-

- Program Management: Participants will understand how to manage a comprehensive fall protection program, including equipment selection and maintenance.
- Rescue Procedures: Ensuring the presence of effective rescue procedures is a crucial aspect of the course, with a focus on timely response to fall incidents.

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5. Confined Space Entry "Competent Person" Training

- Duration: 7 hours
- Max Class Size: 30 participants

Course Description:

This course offers a comprehensive overview of Confined Space Entry, aligned with Cal-OSHA Title 8 sections 5156-5158. It encompasses key areas such as regulations, entry procedures, equipment, atmospheric monitoring, ventilation techniques, hazard control, and case study reviews.

Course Highlights:

- In-depth understanding of Confined Space Regulations.
- Practical insights into entry procedures and personnel requirements.
- Strategies for atmospheric monitoring and ventilation.
- Focus on hazard identification and control measures.
- Analysis of real-life case histories for applied learning.





F. Cost Proposal

We present herein a transparent and detailed cost proposal for providing Confined Space Rescue Services and Safety Training Courses to the City of Roseville. Our pricing is outlined in the following tables, reflecting a commitment to comprehensive service and value.

Confined Space Services Rates

The following rates apply to our confined space rescue services:

Type	Number of Staff	Regular Rate 1-8 hrs.	Overtime Rate 8-12 hrs.	Double Time rate After 12 hrs.
Regular	2-person	$330	$495	$660
Shift Work Differential	2-person	$350	$525	$700
Vehicle and equipment	N/A	$500 day	N/A	N/A
Additional Personnel CSR Trained	1-person	$165	$247.50	$300
Additional Personnel CS Awareness Trained	1-person	$100	$150	$200

The following terms apply to our services:

- In the event of cancellations after a team has arrived onsite, HMI will charge a 4-hour straight-time cancellation fee.
- For work completed in less than 4 hours, HMI will bill a minimum charge equivalent to 4 hours.
- Our cost proposal is all-inclusive, ensuring no additional charges for lodging, travel, airfare, or meals will be incurred.

Confined Spaces and Safety Training Courses

Safety Training Course	Duration	Class Size	Price per Class
First Aid/CPR/AED	6 hours	Up to 12	$1,200
Hot Work/Fire Extinguisher	8 hours	Up to 12	$2,400
Trenching Excavation Competent Person	8 hours	Up to 12	$1,950
Fall Protection Competent Person	8 hours	Up to 10	$2,350
Confined Space Entry "Competent Person" Training	7 hours	Up to 30	$1950

G. Statements

HMI hereby provides the following statements of assurance as part of our proposal for the City of Roseville's Confined Space Rescue Services:

Team Composition Assurance:

HMI understands the importance of continuity and the specific expertise each team member brings to the project. We assure the City that there will be no substitution of the designated team members outlined in our proposal without prior approval from City staff, in accordance with Section 5.0 of the RFP.

Conflict of Interest Statement:

We declare that there is no conflict of interest that could be perceived as affecting our ability to perform the services required impartially and with the best interest of the City of Roseville in mind, as stipulated in Section 10.4.

Indemnification and Insurance Agreement:

HMI acknowledges the indemnification and insurance requirements specified in Section 10.7 of the sample contract. We confirm our ability and agreement to fulfill these requirements upon contract award. HMI understands that actual certificates of insurance are not required at this proposal stage but is prepared to provide them upon request.

Proprietary Information Statement:

We agree that nothing contained within our submitted proposal will be considered proprietary and that all information is provided for the explicit use of the City of Roseville in assessing our suitability for the project, as per Section 10.23 of the RFP.

We are committed to full compliance with all stipulations outlined by the City of Roseville and is dedicated to delivering service of the highest quality and integrity.

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H. Exceptions

Hazardous Materials Institute (HMI) assures the City of Roseville of our robust capabilities in delivering the specified services. Since it was founded:

- HMI has not encountered any financial difficulties such as bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, or any similar actions. Our financial history is clear of any such records, underscoring our financial stability and responsible management practices.

- There have been no instances where a client has terminated a contract with HMI due to a breach. Our commitment to fulfilling contractual obligations and maintaining productive client relationships has been unwavering and a cornerstone of our business ethics.

- HMI possesses the necessary facilities, ability, experience, and financial resources to provide the services specified in the RFP in a satisfactory and timely manner. We have a proven track record of managing and executing complex projects efficiently and effectively, aligning with our clients' objectives and requirements.

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I. Competency of Proposers

Hazardous Materials Institute (HMI) assures the City of Roseville of our robust capabilities in delivering the specified services. Since it was founded:

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APPENDICES

California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

LLC Registration – Articles of Organization

Entity Name:	Hazardous materials institute LLC
Entity (File) Number:	202115411434
File Date:	05/30/2021
Entity Type:	Domestic LLC
Jurisdiction:	California

Detailed Filing Information

1. Entity Name: Hazardous materials institute LLC

2. Business Addresses:
   a. Initial Street Address of Designated Office in California: 799 Deerbrooke Trail
   Auburn, California 95603
   United States

   b. Initial Mailing Address: 799 Deerbrooke Trail
   Auburn, California 95603
   United States

3. Agent for Service of Process: Richard W. Harlan
   3475 Sherwood Ct.
   Loomis California 95650
   United States

4. Management Structure: All LLC Member(s)

5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: By: Cheyenne Moseley, Assistant Secretary of Legalzoom.com, Inc.

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic No.	Name on License	Class/Type
116246	Hazardous Materials Institute LLC	0141
28669	Hazardous Materials Institute	

Do you have a City of Roseville Business License? Yes____ No__X__

License #_____

***For Public Works Projects (SB854)**: Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: http://www.dir.ca.gov/public-works/publicworks.html

DIR contractor registration number and expiration date:

***0067845 .06.30.2027**

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Hazardous Materials Institute (HMI)
NAME OF BUSINESS

Rich Harlan
_____
SIGNATURE

Rich Harlan/ Owner

_____
799 Deerbrooke Trail Auburn, ca 95603

916-203-9508

EMAIL Rharlan@californiasafetytraining.com

Type of Organization:

____ Sole Proprietorship _S___ Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO _**X**____

If yes, please identify the City Officer(s):_____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO **X**_____

If yes, please identify the City Officer(s):_____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

01/25/2026	(Printed Name/Title of Authorized Representative)	_(Name of business/legal entity)
	_Rich Harlan	Hazardous Materials Institute LLC

Rich Harlan

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A **party** to a proceeding before an agency involving a license, permit, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent.

A **party**, **or agent to a party**, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

Attachment D

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Owner of Hazardous Materials Institute (HMI), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 25th 2026 at 8;30 pm Auburn , Ca .

Rich Harlan

(Signature of Declarant)

Richard Harlan

RH

CONTACT

Email Rharlan@hmitraining.com
916-203-9508

Address 799 Deerbrooke Trail
Auburn, Ca 95603

SKILLS

- *Effective Communication*
- *Entrepreneurial skills*
- *Leadership & Supervision*
- *High-risk safety education*
- *Incident management*
- *Adaptable & Efficient Response*
- *Emergency response/ management*
- *Hazardous materials*
- *Safety management systems*
- *Crisis & Stress management*
- *Fire management*
- *Project & Program management*
- *Disaster response & recovery*
- *Contingency planning*
- *High-risk Operations management*
- *Community and social service*
- *Emergency Medical Services*
- *Top-tier Equipment & Training*
- *In-depth Risk Mitigation*
- *Expert Site Preparedness*
- *Finest Rescue Support Services*
- *Compliance, Documentation, & Transparency*
- *Interpersonal skills*
- *Problem-solving & analytical skills*
- *New Business Development*
- *Key Initiative Development*
- *Operations and Scalability*
- *Contracts Management*
- *KPI & Performance Management*

PROFESSIONAL PROFILE

Personable and results-driven ***Veteran Fire Battalion Chief, Trainer/ Instructor, and Founder of Hazardous Materials institutes*** with 30+ years of experience and expertise to facilitate successful safety/emergency operations by applying advanced training & technical rescue proficiencies. Possesses a solid foundation in startup management, data analysis, contracting & documentation, customer service, business expansion, and safety administration from time spent in entrepreneurial capacities. Significantly gifted in identifying organizational problems and developing practical solutions. Attentive listener committed to building solid and trusted relationships with clients and Executive leadership. An asset, grow daily as a professional, and work hard in achieving the defined mission, vision and goals. Skilled in crisis management, situational awareness, stress mitigation, vicarious traumatization, peer support, and instruction. I believe in developing an environment where people can develop, grow, achieve stretch targets, and create a "can do" work ethic within my teams.

In addition, my experience has incorporated advocacy skills for building and refining processes that streamline business development to accelerate growth and produce a more exciting experience that drastically reduces churn. I have solid expertise in providing independent, hands-on leadership to facilitate startup growth, strategy and execution, and global expansion. I am industrious and only let up once the goal has been achieved. I am also confident and dependable but am open to seeking guidance if unsure of the way forward. My most valued trait is 'integrity'. I am naturally optimistic, essential when working in a leadership environment.

Notable Achievements:

- *Owner of the Hazardous Material Institute and California Safety Training.*
- *Awarded in 1998 and 2006 for exceptional contribution to the Roseville Fire Department.*
- *Certified Confined Space Rescue Technician by the State Fire Marshal.*
- *Recognized Instructor under the State Fire Marshal's guidance.*
- *Recognized Instructor under the California Specialized Training Institute.*
- *Licensed Paramedic.*
- *Expertise as a Hazmat Specialist.*
- *OSHA authorized instructor.*

STRENGTHS & CAPABILITIES

- ***Leadership & Training:*** *Leveraged strong leadership, coaching, and mentoring skills encouraged and influenced a positive safety culture, led by example, and performed what we say we will do.*
- ***Cost-effective solutions:*** *Developed budget-driven strategies to provide a cost-effective solution while maintaining standards and regulatory requirements.*
- ***Expertise in Management:*** *Strong management acumen, including problem-solving skills, critical thinking abilities, coaching skills, and project management abilities, along with an ability to build trust and relate to people at all levels.*
- ***Expertise in Specialized Rescue Services:*** *extensive experience in providing high and low-angle rescue services, successfully led organizations for delivering training required to tackle intricate rescue scenarios. Ensured the team had a swift and secure response to any emergency and safety remained in capable hands.*
- ***Dedication to Safety and Compliance:*** *provided unwavering dedication to adhering to all relevant regulations, including CAL/OSHA standards, ensuring maximum safety for both team and clients. Leveraged thorough understanding of confined space entry requirements ensures meticulous procedure adherence, thereby reducing risks and potential liabilities.*
- ***Effective Communication and Collaboration:*** *Developed organizations based upon teamwork, open communication, continuous collaboration, and transparency throughout every project and ensured that the project manager oversaw seamless coordination, timely updates, and a robust partnership with the team.*
- ***Emergence Planning:*** *Created practical, systematic, strategic emergency management planning with a risk-based approach.*

ENTREPRENEURIAL EXPERIENCE

Owner

California State Training **(https://californiasafetytraining.com/)**

- A platform for providing safety training for Industrial workers and First responders.
- Prepared individuals for expertise and advancing their expertise in on-field safety.

- Managed experienced fire service professionals to ensure customized trainings regarding hazardous materials, CPR/first aid, etc. is provided.
- Provided OSHA 10-hour construction classes for all levels of construction workers and developed potential among workers for assessing & overcoming incoming hazards.
- Ensured efficient customer service and high-quality, high-risk safety education to individuals and organizations.

Founder/ CEO
Hazmat Material Institute **(https://hmitraining.com/)**

- Provided high-risk and high-quality rescue and emergency services such as confined space rescue training and standbys for Amador County fire district, Shell oil , Delta Diablo Waste Water District, Pacific Engineering, Teichert Construction and the military.
- Provided training on Hazwoper 8, 24 and 40-hour classes, Hazardous Material Industrial Technicians, First Responder Operations, First Responders Awareness, Decontamination, OSHA training, CPR/First aid, Wildland fires, and Wildland mitigation.
- Provided Safety Training to Industrial Workers and First Responders.
- Build strong business by providing individuals and organisations with high-quality, high-risk safety education.
- Mentored several team members to become safety champions and be successfully promoted to department leadership roles.
- Responded to traumatic events for first responders, receivers, peer support, law enforcement, fire service, emergency medical services, hospital personnel, and emergency management.
- Maintained relevant certifications for teaching and implementing relevant tasks to come alongside others who were struggling.
- Learned, modeled, taught, and implemented best practices.
- Expand offering and improve the services provided to the clients.

PROFESSIONAL EXPERIENCE

Planning Section Chief/Instructor
Sierra College Fire Academy **(2002-Present)**

- Developing the Roseville Fire Academy schedule, developing the Hot Sheet, planning meetings, developing Incident Action Plans, and working closely with the Command Staff, instructors, and students.

Hazmat Instructor
Sierra Safety **(2021-Present)**

- Responsible for the evaluation, cost estimate, budget preparation, and justification for acquiring new equipment.
- Collaborated with Purchasing and vendor to secure equipment.
- Developed and delivered training to introduce new equipment and techniques to RFD Haz-Mat Specialists.

Hazmat Instructor
Industrial Emergency Council **(2019- 2022)**

- Responsible for the evaluation, cost estimate, budget preparation, and justification for acquiring new equipment.
- Collaborated with Purchasing and vendor to secure equipment.
- Developed and delivered training to introduce new equipment and techniques to RFD Haz-Mat Specialists.

Battalion Chief- Roseville FD **(2015-2019)**

- Responsible for the" C" shift Platoon- 33 personnel, 8 Engines, 2 Trucks, 3 Brush rigs, 2 Grass rigs, a Level 2 Hazmat team, and a medium-duty Rescue squad.

Fire Captain - Roseville FD **(2006-2015)**
Fire Engineer / Paramedic-Roseville FD **(1995-2002)**
Adjunct Instructor - Sierra College Fire Academy **(1997-2004)**
Fire Engineer / Paramedic- Roseville FD **(2002-2006)**
Fire Engineer / Paramedic-Folsom FD **(1994-1995)**
Paramedic Instructor- Northern California Training Institute **(1992-1998)**

EDUCATION

California Wildland Mitigation Specialist- NFPA certification, 2022
Fire Instructor 1- State Fire Training, 2020
Bachelor of Science - Union Institute & University, 2007
Paramedic - Chabot College, 1989
Instructor - California Specialized Training Institute, 2021
Chief Officer- State Fire Training, 2015
Company Officer- State Fire Training, 2003

TRAININGS & INVOLVEMENTS

OSHA Trainer- Certified OSHA, 2022
Scott Factory Certified SCBA Technician- Roseville FD, 1996-2006
Hazardous Materials Specialist- OSFM/CSTI/IC, 1996
Engineer Cadre Member- Roseville FD, 1998-2014
Auto Extrication Specialist- Roseville FD, 2009-2019
Rescue Technician - OSFM / Roseville FD, 2006
Task Force Captain (1 or 7) - Roseville FD, 2006
Type I Haz-Mat Team Member- Roseville FD, 1996-2019
Apparatus Committee Chair- Roseville FD, 1998-2019

Kent Freeman

KF

Contact

916-838-9922

calrescue@gmail.com

324 Cope Ridge Court
Roseville, CA 95747

SKILLS

- *Effective Communication*
- *High-risk safety education*
- *Injury prevention*
- *Incident management*
- *Emergency response/ management*
- *Accident investigation*
- *Safety management systems*
- *Crisis management*
- *Fire management*
- *Public relations*
- *Requirements analysis*
- *Program management*
- *Quality assurance*
- *Disaster response & recovery*
- *Consultancy & supervision*
- *Contingency planning*
- *Continuity of operations*
- *Community and social service*
- *Emergency Medical Services*
- *Training & development*
- *Stress management*
- *Haz-Mat Incident Commander*
- *Rescue Systems 1 Instructor*
- *Structural & Swift Water Rescue*
- *Fire Command & Management*
- *Incident Command Systems for Structural Collapse*
- *Problem-solving & analytical skills*

PROFESSIONAL PROFILE

Safety-oriented and rescue-focused Emergency Management Senior Instructor with decades of public and private safety experience in planning, organizing and administrating all fire department and training operations. Possesses immense knowledge in emergency operations management, public relations, equipment management, budget management, enforcing regulations, policies and procedures related to training, investigation and prevention, hazardous material response, rescue and emergency services. Trained Officer competent in assessing and eliminating risks and hazards through effective recommendations in executing corrective action plans, analyzing accidents & injuries, formulating policies & providing safety manuals and employee instructions. Well-equipped leadership and analytical skills are evidenced by the ability to improve rescue operations and emergency medical services continuously.

Notable Projects and Memberships:

- *Coordinator of Technical Rescue Services for Roseville Fire Department*
- *Senior Rescue Instructor for the Western Safety Institute*
- *Coordinator of Basic Life Support Community Training Center*
- *Author of State Fire Training Program for Confined Space Rescue "Awareness"*
- *Curriculum development project leader for Confined Space Rescue "Technician" program*
- *Committee member and technical specialist for Cal-OSHA project on industry compliance document regarding confined space programs*
- *Committee member of Curriculum development team for Trench Rescue "Technician" program*
- *California State Certified Fire Training Officer & Fire Officer*

STRENGTHS & CAPABILITIES

- *Created practical, systematic, strategic emergency management planning with a risk-based approach.*
- *Ability to deliver an innovative approach to meet the current dynamic and economic challenges encountered while achieving value-enhancing results.*
- *Strong leadership, coaching and mentoring skills, encouraging and influencing a positive safety culture, leading by example, and doing what we say we will do.*
- *An ability to engage with everyone across organizations by respecting and valuing the individual through a collaborative approach.*
- *Budget-driven to provide a cost-effective solution while maintaining standards and regulatory requirements.*

PROFESSIONAL EXPERIENCE

California Health and Rescue Training (C.H.A.R.T.)

Owner and Senior Instructor (1992 - 2020)

- Provided confined space rescue standbys, training and awareness as a Technician and Senior Instructor.
- Provided Emergency Response Training and consultation for clients in private industry, water and wastewater sectors.
- Provided supervision and instruction and managed day-to-day business activities.
- Provided training on Hot Work, Energy Control, Fall Protection, First Responder Operations, First Responders Awareness, Decontamination, personal water craft rescue, OSHA training, CPR/First aid, General Fire Safety.
- Provided Safety Training to Fire Departments, Professional Rescuers, Industrial Workers and First Responders.
- Build strong business by providing individuals and organisations with high-quality, high-risk safety education.

- Mentored several team members to become safety champions and be successfully promoted to department leadership roles.
- Responded to traumatic events for first responders, receivers, peer support, law enforcement, fire service, emergency medical services, hospital personnel, and emergency management.
- Maintained relevant certifications for teaching and implementing relevant tasks to come alongside others who were struggling.
- Learned, modelled, taught, and implemented best practices.
- Expand offerings and improve the services provided to the clients.

Roseville Fire Department (Retired)
Fire Captain (1988 - 2010)
- Perform supervisory and administrative duties.
- Supervised and overseen a fire department which includes training, day-to-day operations, prevention & maintenance, and responding to emergencies.
- Acted as the Coordinator of Technical Rescue Services; designed and disseminated training standards and methods.
- Maintained computer database records/reports, fire company inspection in businesses.
- Scheduled and supervised the work activities of employees, including fire lieutenants, firefighters and fire inspectors; prepared electronic and written reports on firefighting operations at specific stations.
- Accomplished public requests for information regarding EMS and fire prevention, and maintained emergency and non-emergency fire response records on a regular basis.

Roseville Fire Department
Fire Engineer (1987 - 1988)
- Drove, operated, and maintained fire apparatus and equipment in response to fires & other emergencies and non-emergencies.
- Assumed responsibility for operation of pumps; cleaned, washed and serviced equipment.
- Conducted public talks on fire safety and fire prevention subjects.
- Checked plans and installation of sprinkler systems, heat activated fire alarm systems and other fire protection devices and equipment.
- Managed operation and maintenance of fire suppression equipment, prevention and emergency medical services, protection life and property.

Roseville Fire Department,
Firefighter (1982 - 1987)
- Responded to fire and other emergency alarms.
- Maintained a state of readiness for emergency response; operated, inspected, repaired and performed other technical tasks related to the apparatus and equipment in the Fire Department.
- Administered first-aid to injured or afflicted persons; stabilized patients for transport.
- Provided necessary first aid and life support as necessary; operated numerous types of rescue, emergency and fire suppression equipment as necessary.
- Ensured that appropriate conditions are maintained at assigned station; ensured that all equipment and apparatus is in a constant state of readiness for emergency calls.
- Conducted a thorough check and test of self-contained breathing apparatus (SCBA) and other equipment; performed minor maintenance on apparatus and equipment.
- Participated in activities and operations in response to natural disasters, major accidents, incidents involving hazardous materials, and other emergency situations.
- Prepared periodic accurate reports regarding activities and functions of the department as assigned including those related to reporting medical service provisions.
- Developed and maintained positive, effective working relationships with district employees, volunteers, reserves, district residents, other governmental agencies and the community.

Reserve Firefighter- Napa City Fire Department **(1980 - 1982)**

EDUCATION

Vintage High School, Napa, CA, 1976-1979
Solano College, Fairfield, CA, 1980-1982

Joseph Mario Tuoto III

JM

Contact

530-269-1697

Email

12521 Grayson Road
Auburn, CA 95602

SKILLS

- *Effective Communication*
- *High-risk safety education*
- *Injury prevention*
- *Incident management*
- *Emergency response/ management*
- *Hazardous materials*
- *Accident investigation*
- *Safety management systems*
- *Crisis management*
- *Fire management*
- *Public relations*
- *Requirements analysis*
- *Program management*
- *Quality assurance*
- *Disaster response & recovery*
- *Consultancy & supervision*
- *Contingency planning*
- *Continuity of operations*
- *Community and social service*
- *Emergency Medical Services*
- *Training & development*
- *Stress management*
- *Haz-Mat Instructor*
- *Fire Command & Management*
- *Problem-solving & analytical skills*
- *Safety loss & management*

PROFESSIONAL PROFILE

Safety-oriented and rescue-focused Emergency Management Technical Rescue and Safety Instructor with decades of public and private safety experience planning, organizing and administrating all fire and educational department and training operations. Experience as Confined Space Rescue Standby Team Member, Safety and EMT Instructor. Top provider in safety education in the fields of OSHA, Confined Space, Trench, Tower, and Low Angle Excavation.

Agencies Trained:

- *Sacramento Wastewater, Woodland Wastewater, Marin Water Dist., Napa Sanitation Dist., Valle jo Water, Anheuser Bush, Gallo Wineries, Constellation Wineries, Johns Manville, Kennametal, New Millennium Steel, UC Davis Facilities Dept., San Quentin Prison Facilities', Folsom Prison Trustee Fire Fighters, and Roseville Electric Dept..*

STRENGTHS & CAPABILITIES

- *Possesses critical reasoning skills and is capable of effectively applying them in stressful situations.*
- *Displays confidence and accepts the challenge and high degree of responsibility entailed in any position.*
- *Demonstrates effective communication and interpersonal skills.*
- *Ability to inspect, clean and perform preventative maintenance on all rescue equipment.*
- *Ability to develop, implement and provide customized better training options.*

PROFESSIONAL EXPERIENCE

HMI (Hazmat Material Institute)

Technical Rescue / Safety Instructor and Confined Space Standby Team Member (2022-Present)

- Provide confined space rescue training, safety management, and standbys for the HMI's Rescue & Medical Standby Team.
- Build strong business by providing individuals and organisations with high-quality, high-risk safety education.
- Coordinate with several safety team members and responded to traumatic events.
- Maintained relevant certifications for teaching and implementing relevant tasks to come alongside others who were struggling; expand offerings and improve the services provided to the clients.
- Develop and deliver training to introduce new equipment and techniques to Haz-Mat Specialists.
- Assists in assessing potential hazards and drafts a Confined Space Rescue Preplan and a Rescue Safety Analysis.
- Identifies and communicates potential hazards to all affected parties.
- Determines hazard controls and emergency contingency plans and ensures required safety equipment and PPE is readily available and in good working order.
- Performs on-going monitoring of job conditions and equipment resources and reports observations and recommendations to supervisor to assure both worker and team safety is maintained throughout the duration of the task.
- Completes daily ICS (Incident Command System) reports.
- In case of accident, locates the patient, assesses any injuries, packages for extrication, removes patient from the threatening environment and turns over to EMS for medical attention and transport. Renders first aid and CPR to the level of training.
- Follows handling, inspection, cleaning, and preventative maintenance guidelines for all rescue equipment to be in a constant state of readiness.
  Maintains and accurately inventories and documents all rescue related equipment.

Sierra College

Instructor (2007- 2022)

- Provide training on Emergency Medical Responder, Emergency Medical Technician, Confined Space Awareness, Low Angle Rescue, and Firefighting skills.
- Prepared performance-based objectives and outlines for course of study following curriculum guidelines and requirements of the school, State and Federal initiatives.
- Developed annual goals for program improvement; revised and updated program curriculum using performance based open entry/open exit individualized curriculum materials, as needed.
- Organized program of practical and technical instruction, including demonstrations of skills required in health care professions, and lectures on theory, techniques, and terminology; prepared outline of instructional programs and studies and assembled materials to be presented; reviewed with supervisor, as needed.
- Instructed students in subject areas, i.e., use, maintenance, and the safe operation of tools and equipment, codes or regulations related to the health occupations program.
- Instructed students in the importance of accuracy, neatness, efficiency, resourcefulness and good work habits in obtaining employment in hospitals or other health care related facilities.
- Assisted students to develop and implement effective study skills, practices and techniques.

California Health & Rescue Training

Instructor & CE Coordinator (1992-Present)

- Served as the Primary Instructor for CPR, First Aid, Emergency Medical Responder, Fall Protection, Confined Space Entry and Rescue, Trench Rescue, and Low Angle Rescue.

Roseville Fire Department Roseville

Firefighter Paramedic/ Paramedic/ Fire Captain (1988-2012)

- Served as a Firefighter Paramedic and Training Coordinator on an ALS Engine Company; paramedic representative SSVEMS comity.
- Took charge and provided patient care to the sick and injured; participated in firefighting activities and protected lives and property.
- Served as a Truck Tiller operator and Acting Captain when needed and provided company training.
- Provided direction to company members at the scene of emergencies.
- Provided company, as well as departmental training in the areas of Firefighting, Technical Rescue and Emergency Medical Care.

Butte College Fire Academy

EMT Instructor (1994-2000)

- Served as the primary EMT instructor/ coordinator for the fire academy and provided curriculum development and instruction services

South Placer Fire District

Firefighter EMT II (1982-1988)

- Served as a Firefighter EMT II on an ALS ambulance and provided care to the sick and injured.
- As an Engine Operator and Officer on a Fire Engine directed firefighting activities at emergency scenes.

EDUCATION

Associates Degree Sierra College
Health Science / Fire Science Major
NCTI
Paramedic

TRAININGS & CERTIFICATIONS

- Firefighter I, & II
- Confined Space Rescue Technician
- Low Angle Rescue Technician
- CPR Instructor
- First Aid Instructor
- Fire Officer
- Paramedic Training/ License
- Trench Rescue Technician
- Tower Rescue Technician
- EMR Instructor
- Fire Instructor

Richard Sisk

RS

CONTACT

Phone

Email

Address

SKILLS

- *Effective Communication*
- *High-risk safety education*
- *Training/ Organizational Analysis*
- *Emergency response/ managements*
- *Fire Development Management*
- *Emergency Medical Services*
- *Haz-Mat Incident Management*
- *Customer-service oriented*
- *Problem-solving & analytical skills*
- *Staff Development & Coaching*
- *Inventory Management*
- *Procurement & Budget Management*
- *Crisis Management*
- *Operations Management*
- *Technological Savvy*

REFERENCES

Available upon request

PROFESSIONAL PROFILE

Safety-oriented and rescue-focused Battalion Chief having 35+ years of safety experience in the planning, organizing and administration of all fire department operations. Possesses huge knowledge in fire administration, public relations, equipment management, budget management, and the enforcement of regulations, policies and procedures related to fire suppression, investigation and prevention, hazardous material response, rescue and emergency services. Highly competent in assessing and eliminating risks and hazards through effective recommendations in executing corrective action plans, analyzing accident & injury, formulating policies & providing safety manuals and employee instructions. Well-equipped leadership and analytical skills as evidenced by ability to continuously improve fire/rescue and incident management operations and emergency medical services.

STRENGTHS & CAPABILITIES

- *Created practical and strategic emergency management planning with a risk-based approach.*
- *Ability to deliver an innovative approach to meet the current dynamic and economic challenges encountered while achieving value-enhancing results.*
- *Strong leadership, coaching and mentoring skills, encouraging and influencing a positive safety culture, leading by example, and doing what we say we will do.*
- *An ability to engage with everyone across organizations by respecting and valuing the individual through a collaborative approach.*
- *Budget-driven to provide a cost-effective solution while maintaining regulatory requirements.*
- *Emphasized with effective management skills and demonstrated through job performance, role modeling, good work ethic, and genuine enjoyment of the firefighting profession.*
- *Providing Roseville residents with the services, respect and professionalism expected, including follow-up.*

EMPLOYMENT TIMELINE

Batt. Chief, Commander of B Platoon - Roseville Fire Department **(2012-2017)**
Captain T1, Leader of the "A" Shift HM Program - Roseville Fire Department **(2006 – present)**
Captain E1 - Early member of Dive Rescue Team - Roseville Fire Department **(2002 – 2006)**
Engineer T1, Haz-Mat Technician - Roseville Fire Department **(1994 – 2002)**
FF/ EMT Early member of Technical Rescue Team - Roseville Fire Department **(1988 – 1994)**
Fire Dispatcher - South Placer Fire District **(1986 – 1988)**
Resident Fire Fighter I, II and III - South Placer Fire District **(1985 – 1988)**

EXPERIENCE HIGHLIGHTS

Roseville Fire Department

- Using Interest Based Negotiations, evaluated Fire Department priorities and structure with Management to reorganize Roseville Fire Department, preventing loss of services and saving $1.5M under a new budget.
- Performing responsible management, technical and administrative work in commanding and coordinating fire emergency operations, training and other related programs and services.
- Overseeing, leading and managing fire personnel and ensuring operational readiness of personnel and equipment.
- Conducting routine inspections of personnel, equipment and facilities to ensure a proper and immediate state of readiness and initiate disaster operational plans as necessary.
- Maintaining sufficient knowledge of new trends in the field of fire science and emergency medical services and supervising the development of new fire mutual aid and automatic agreements & procedures.

Regional Truck Operations

- Developed, presented then evaluated Truck Co. specific drills for Regional Partners in Placer County.
- Ensured all truck operations are operated in a manner consistent with meetings and exceeding all company targets.
- Ensured all drilling issues are reviewed and addressed in a timely manner.
- Led the drilling operation in a way that promotes a safe environment for all workers.
- Performed data analysis & provided recommendations to achieve performance & accelerate commercialization of Pathmaker.
- Conducted all business activities in accordance with HSE and legal requirements.

Fire Station One Budget

- Prepared, tracked and overseen all budget items associated with Station One Budget.
- Recommended financial solutions to the department based on detailed financial analysis.
- Performed fiscal analysis, formulated the annual fuels management budget, and maintained a system of accounts to track expenditures.
- Managed the budget from out-year planning to year-end closure.

Captain, Truck One "A" Shift

- Gained critical experience responding to multi-company incidents. Assigned to Truck One since 2006.
- Perform supervisory and administrative duties; overseen a daily performance which includes training, day-to-day operations, prevention & maintenance, and responding to emergencies.
- Acted as the Coordinator of Incident Management Services; designed and disseminated training standards and methods.
- Scheduled and supervised the work activities of employees; prepared reports on field operations at specific stations.
- Maintained emergency and non-emergency incident response records on a regular basis.

Haz-Mat "A" Shift Team Leader

- Served as the Haz-Mat Group Supervisor on hazardous materials incidents, Level II or greater.
- Prepared, scheduled and conducted Haz-Mat training for "A" Shift.
- Provided training on Hazardous Material Incidents, First Responder Operations, First Responders Awareness, Decontamination, OSHA training, CPR/First aid, Wildland fires, and Wildland mitigation.
- Build strong business by providing individuals and organizations with high-quality, high-risk safety education.
- Mentored several team members to become safety champions and be successfully promoted to department leadership roles.
- Responded to traumatic events for first responders, receivers, peer support, law enforcement, fire service, emergency medical services, hospital personnel, and emergency management.
- Learned, modelled, taught, and implemented best practices; expanded offerings and improved the services provided to the clients.

Department Elevator and Lockout Tagout Training

- Researched, scheduled and provided training for Roseville Fire Department.
- Ensured the purpose and function of the training program are understood by the employees as well the skills required for the safe applications are acquired by the employees.
- Instructed employees regarding every aspect of Lockout Tagout Training under OSHA guidelines.
- Provided training and consultation of LOTO including how to use rapid LOTO app and online software programs.

Salvage Equipment Purchases and Repair

- Monitored inventory of salvage equipment through a fixed budget, as well as oversee repairs of equipment.
- Ensured that the parts are available within short lead times, at the most competitive price with quality and fulfilling safety standards.
- Overseen the ordering, storing, receiving and distributing processes of the supplies.
- Tracked inventory maintenance activities and controlled the flow of equipment.

PROFESSIONAL QUALIFICATION & TRAININGS

- B/A Public Administration
- A/S Fire Technology
- Roseville Supervisors Academy
- Chief Officer Command 2A, 2C, Management 2A
- Safety Officer S404
- S270 Air Operations
- Assistant Safety Officer Haz-Mat
- Haz-Mat Specialist Certified: California Specialized Training Institute and CSFM
- Command and Control of the RIC Deployment
- Technical Rescue Awareness and Operations CSFM
- Fire Officer Certification SFM
- Swift Water 1 and 2 certified through Rescue 3 international
- Auto Extrication Certified CSFM
- Trench Rescue Certified CSFM
- Heavy Rescue and Rescue System 2 Certified CSFM
- First Responder Haz-Mat Operations and Operations Decontamination
- Rail Car Safety/ Haz-Mat California Specialized Training Institute
- Training Instructor 1A, 1B CSFM
- Air Operations S270 CSFM
- S330 All Risk Strike Team Leader Certified by CSFM
- Multiple classes on response to terrorism from CSFM and public universitys.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.29
File #: 0203-07
Item ID: 2026-471

Title:	Managed Relay Utility Interactive Voice Response System – Contract Purchase Agreement
Contact:	Jorence Wu 916-746-1261 jwu@roseville.ca.us

SUMMARY

Staff recommends approval to execute a five-year contract purchase agreement with Selectron Technologies, Inc. for continued Interactive Voice Response (IVR) system services in the Utilities Customer Care division. The agreement will ensure the continued availability of critical customer service functions, including 24/7 customer access to utility account information and payment processing, outbound delinquency notification campaigns, and the Screen Pop feature implemented in 2025 to improve call-handling efficiency and customer experience. The total cost of the five-year contract is $569,848.08 and funding for the first year of the contract of $118,324.88 has been requested in the proposed FY2026-27 Utilities Customer Care budget in the Electric Fund and the Environmental Utilities Department's operations funds. There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve Contract Purchase Agreement (3005390) with Selectron Technologies, Inc. for Managed Relay Utility Interactive Voice Response System services, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

Selectron Technologies, Inc. currently provides the City's Utilities Customer Care Division with an Interactive Voice Response (IVR) system that supports utility customer services through a variety of automated features, including the implementation of the Screen Pop feature in 2025. The IVR system allows customers to access utility account information and make payments via credit card or e-check 24 hours a day, 7 days a week, providing convenient self-service options outside of normal business hours.

In addition to customer-initiated services, the IVR system supports outbound notification campaigns for delinquent utility accounts through automated customer calls. These notifications provide an important and relied upon service by reminding customers of pending payments and helping reduce customer non-payment service interruptions.

The recently implemented Screen Pop feature has further improved the efficiency of handling incoming customer calls by automatically displaying customer account information associated with the incoming phone number. This enhancement minimizes the customer verification process, reduces average call handle time, and supports the City’s ongoing efforts to improve operational efficiency and overall customer satisfaction.

This five-year contract continues our IVR system services with Selectron Technologies, Inc. The agreement will help optimize valuable City resources, provide multiple levels of redundancy and failover

protection, and ensure 24-hour system support and monitoring.

This contract utilizes GSA contact GS-35F-0315X, which expires in April 2031.

FISCAL IMPACT

The total cost of the five-year contract is $569,848.08. Funding for the first year of the contract of $118,324.88 has been requested in the proposed FY2026-27 Utilities Customer Care budget in the Electric Fund and the Environmental Utilities Department's operations funds. Future funding will be contingent on the approval of the respective annual budgets. There is no impact to the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Managed Relay Utility Interactive Voice Response System Contract Purchase Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Jorence Wu, Customer Care Manager

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 26-226
2. Contract Purchase Agreement 3005390

REVIEWERS:

Danika Spain, Electric Department - Utility Billing	Created/Initiated - 5/21/2026
Joanna Cucchi, Electric Department - Financial & Administrative	Approved - 5/22/2026
Shawn Matchim, Electric Department - All	Approved - 5/28/2026
Daniel Beans, Electric Department - All	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-226

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SELECTRON TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005390) for Managed Relay Utility Interactive Voice Response System services, by and between the City of Roseville and Selectron Technologies, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005390

Supplier Details:

Company	Selectron Technologies Inc
Contact	Aulyn Avelino
Address	13535 SW 72nd Ave Ste 200
	Portland, OR 97223

Submit your response to:

Company	City of Roseville
Contact	Erica Kaminski
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1108
Fax	(916) 746-1115
E-mail	enkaminski@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005390

Agreement	**3005390**
Agreement Date	**20-MAY-2026**
Change Order	**1**
Change Order Date	**20-MAY-2026**
Revision	**1**
Agreement Amount	**569,848.08 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Selectron Technologies Inc
13535 SW 72nd Ave Ste 200
Portland, OR 97223
Phone: ()
Fax: ()
Email: accounting@stigov.com

Description of Labor, equipment and/or materials

VENDOR SHALL PROVIDE RELAY IVR, RELAY OUTBOUND, AND SCREEN POP IN ACCORDANCE WITH THE ATTACHED SELECTRON TECHNOLOGIES, INC. LETTER OF UNDERSTANDING DATED 5/12/26, EXHIBIT A-SCOPE OF WORK, AND STATEMENT OF WORK DATED 2/10/26 UTILIZING GSA CONTRACT GS-35F-0315X. ADDITIONALLY, THE ATTACHED SELECTRON TECHNOLOGIES, INC. MASTER SERVICES AND HOSTING AGREEMENT INLCLUDING EXHIBITS A-E DATED 9/7/22 SHALL ALSO BE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

PLEASE CONTACT DANIKA SPAIN IN THE ELECTRIC DEPARTMENT AT (916) 774-5696 OR DMSPAIN@ROSEVILLE.CA.US FOR ANY QUESTIONS REGARDING THIS AGREEMENT.

*The total agreement amount is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11178	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**31-Jan-2032**	**Erica Kaminski** Phone **1-916-746-1108**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Docusign Envelope ID: F3E80904-64E3-80A3-8261-5E14223166A0

Contract Terms and Conditions

1. These Contract Terms and Conditions supplement the Letter of Understanding entered into between the parties, attached hereto (the "LOU"). Together, these Contract Terms and Conditions, the LOU, and all attachments to the LOU, are referred to as the "Agreement." In the event that the terms of these Contract Terms and Conditions conflict with any other terms of this agreement, the order of precedence laid out in the LOU will apply.

   To the fullest extent allowed by law, each party shall indemnify and defend the other party, and the other party's officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, or willful misconduct of the indemnifying party or its agents in the performance of services under this contract, but this indemnity does not apply to the extent the liability for damages for death or bodily injury to persons, injury to property, or other loss, arose solely due to negligence or willful misconduct by the indemnified party or the agents, servants, or independent contractors who are directly responsible to the indemnified party, or arising solely from the active negligence of the indemnified party. Each party's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement; provided, however, that City considers the Software and Services to constitute essential services, and accordingly at all time during the Term will use its best efforts to obtain and maintain all necessary appropriations for payment of the Fees.

6. This Agreement may only be amended or modified in writing. This Agreement, and all attachments thereto, including the Letter of Understanding and Master Service and Hosting Agreement between the parties, is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.

9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:

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http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

10. Consultant agrees to the below insurance requirements:

a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or

(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater

d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer

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of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all worked performed by Consultant, its employees, agents and sub consultants.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, if and to the extent the limitations on liability in this contract provide such so much liability nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

12. This section is intentionally left blank.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ". pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. This section is intentionally left blank.

19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Proprietary Information (as defined in the Master Services and Hosting Agreement) will employ administrative, physical, technical, and procedural safeguards and best no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Proprietay Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.

20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

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21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

22. This section is intentionally left blank.

23. This section is intentionally left blank.

24. Consultant acknowledges that services rendered under this agreement shall be performed in accordance with industry standards.

25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

27. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

28. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

29. CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. n/a

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

___X_____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C Negotiated for Selectron Technologies
REV 7/29/22 JS

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Contract Terms and Conditions
Addendum
Negotiated for Selectron Technologies, Inc. Rev. 5/20/26 JM

This Addendum amends the existing negotiated City of Roseville Contract Terms and Conditions to include additional legislative requirements. The existing negotiated City of Roseville Contract Terms remain unchanged, unless expressly stated below, except that these legally required terms are now expressly incorporated.

Updated Section 9

All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.

New Terms and Conditions

1. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications.

2. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act

3. If Consultant produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Consultant shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or California law. This provision shall survive expiration and/or termination of this Agreement.

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:__X__
Professional Liability:
$1 Million/occurrence
No auto required
Cyber Liability:
$1 Million/occurrence

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Supplier

Signature: Signed by: 24E05009D5D8497... _____

Print Name: Todd Johnston _____

Title: President _____

Date: 5/20/2026 _____

Supplier

Signature: DocuSigned by: Stefanie Johnston 5D9B787094344B4... _____

Print Name: Stefanie Johnston _____

Title: Secretary _____

Date: 5/20/2026 _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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CITY OF ROSEVILLE CALIFORNIA

April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

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Selectron TECHNOLOGIES, INC

13535 SW 72nd Avenue | Suite 200 | Portland, OR 97223
Phone: 866.878.0048 | Fax: 503.443.2052
Selectron.com | Info@Selectron.com

May 12, 2026

Jorence Wu
Customer Care Manager
Roseville Electric Utility – Utility Billing
311 Vernon Street
Roseville CA 95678

Dear Ms. Wu,

This letter is intended to be a letter of understanding between the City and Selectron Technologies, Inc., regarding the Scope of Work and for the implementation of your Selectron system.

As accepted by the City, this will constitute acceptance of the items within this letter, the enclosed Statement of Work and the terms and conditions currently in effect in the Master Services and Hosting Agreement for the renewal and purchase of the Selectron Solution. If there is a conflict with a term within these documents, the order of precedence will be:

- Letter of Understanding
- Scope of Work starting on page 2 of this letter
- Statement of Work starting on page 6 of this letter
- Master Services and Hosting Agreement executed on September 7, 2022

If you have any questions or concerns, please do not hesitate to contact us at your earliest convenience.

Sincerely,

Todd A. Johnston
President and CEO

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City of Roseville, CA

Relay IVR & Relay Outbound: 5-Year Renewal

	2/1/2027 1/31/2028	2/1/2028 1/31/2029	2/1/2029 1/31/2030	2/1/2030 1/31/2031	2/1/2031 1/31/2032
GSA Total	$102,076.41	$102,076.41	$102,076.41	$102,076.41	$102,076.41
Non-GSA Total	$10,200.00	$10,200.00	$10,200.00	$10,200.00	$10,200.00
Total	$112,276.41	$112,276.41	$112,276.41	$112,276.41	$112,276.41
5-Year Commitment Discount	-$10,200.00	-$10,200.00	-$10,200.00	-$10,200.00	-$10,200.00
TOTAL	**$102,076.41**	**$102,076.41**	**$102,076.41**	**$102,076.41**	**$102,076.41**

Calls and messages are included for features purchased.

5-Year Total: $510,382.03

5-Year Commitment Savings:

	1-year	5-years
Existing Annual Fees	$112,108.16	$560,540.80
New Annual Fees (5-yr commit)	$102,076.41	$510,382.03
Total Saved	**$10,031.75**	**$50,158.77**

Screen Pop: Renewal (7/1/2026 - 1/31/2032)

Screen Pop will be prorated to align with Relay IVR payment schedule and commitment.

7/1/2026 - 1/31/2027:	$5,862.85
2/1/2027 - 1/31/2028:	$10,385.62
2/1/2028 - 1/31/2029:	$10,553.13
2/1/2029 - 1/31/2030:	$10,720.64
2/1/2030 - 1/31/2031:	$10,888.15
2/1/2031 - 1/31/2032:	$11,055.66
Total:	**$59,466.05**

Total Relay IVR, Relay Outbound, and Screen Pop

7/1/2026 - 1/31/2027:	$5,862.85
2/1/2027 - 1/31/2028:	$112,462.03
2/1/2028 - 1/31/2029:	$112,629.54
2/1/2029 - 1/31/2030:	$112,797.05
2/1/2030 - 1/31/2031:	$112,964.56
2/1/2031 - 1/31/2032:	$113,132.07
Total:	**$569,848.08**

See page 2 for pricing details and qualified discounts.

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PRICING DETAILS

Relay IVR & Relay Outbound 5-Year Renewal

GSA 5 Year Renewal

2/1/2027 **1/30/2028**	Relay IVR & Outbound Annual Services with Calls and Messages (SIN 54151S, PS-WSSLS, 625 Hours)	$ 104,693.75
	GSA Volume Discount	$ (2,617.34)
	TOTAL	**$ 102,076.41**
2/1/2028 **1/31/2029**	Relay IVR & Outbound Annual Services with Calls and Messages (SIN 54151S, PS-WSSLS, 625 Hours)	$ 104,693.75
	GSA Volume Discount	$ (2,617.34)
	TOTAL	**$ 102,076.41**
2/1/2029 **1/31/2030**	Relay IVR & Outbound Annual Services with Calls and Messages (SIN 54151S, PS-WSSLS, 625 Hours)	$ 104,693.75
	GSA Volume Discount	$ (2,617.34)
	TOTAL	**$ 102,076.41**
2/1/2030 **1/31/2031**	Relay IVR & Outbound Annual Services with Calls and Messages (SIN 54151S, PS-WSSLS, 625 Hours)	$ 104,693.75
	GSA Volume Discount	$ (2,617.34)
	TOTAL	**$ 102,076.41**
2/1/2031 **1/31/2032**	Relay IVR & Outbound Annual Services with Calls and Messages (SIN 54151S, PS-WSSLS, 625 Hours)	$ 104,693.75
	GSA Volume Discount	$ (2,617.34)
	TOTAL	**$ 102,076.41**

Additional Non-GSA 5-Year Renewal

2/1/2027 **1/31/2028**	Hosted Platform Fees 5-Year Commitment Discount	$ 10,200.00 $ (10,200.00)
	YEAR 1 TOTAL	**$ -**
2/1/2028 **1/31/2029**	Hosted Platform Fees 5-Year Commitment Discount	$ 10,200.00 $ (10,200.00)
	YEAR 2 TOTAL	**$ -**
2/1/2029 **1/31/2030**	Hosted Platform Fees 5-Year Commitment Discount	$ 10,200.00 $ (10,200.00)
	YEAR 3 TOTAL	**$ -**
2/1/2030 **1/31/2031**	Hosted Platform Fees 5-Year Commitment Discount	$ 10,200.00 $ (10,200.00)
	YEAR 4 TOTAL	**$ -**
2/1/2031 **1/31/2032**	Hosted Platform Fees 5-Year Commitment Discount	$ 10,200.00 $ (10,200.00)
	YEAR 5 TOTAL	**$ -**

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Screen Pop Renewal (7/1/2026 - 1/31/2032)

GSA 5 Year Renewal

7/1/2026 1/31/2027	CTI Screen Pop Annual Service Fee (SIN 54151S, PS-WSSLS, 35 Hours)	$	5,862.85
	TOTAL	**$**	**5,862.85**
2/1/2027 1/31/2028	CTI Screen Pop Annual Service Fee (SIN 54151S, PS-WSSLS, 62 Hours)	$	10,385.62
	TOTAL	**$**	**10,385.62**
2/1/2028 1/31/2029	CTI Screen Pop Annual Service Fee (SIN 54151S, PS-WSSLS, 63 Hours)	$	10,553.13
	TOTAL	**$**	**10,553.13**
2/1/2029 1/31/2030	CTI Screen Pop Annual Service Fee (SIN 54151S, PS-WSSLS) (64 Hours)	$	10,720.64
	TOTAL	**$**	**10,720.64**
2/1/2030 1/31/2031	CTI Screen Pop Annual Service Fee (SIN 54151S, PS-WSSLS) (65 Hours)	$	10,888.15
	TOTAL	**$**	**10,888.15**
2/1/2031 1/31/2032	CTI Screen Pop Annual Service Fee (SIN 54151S, PS-WSSLS) (66 Hours)	$	11,055.66
	TOTAL	**$**	**11,055.66**

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PRICING & PAYMENT INFORMATION

The contract period begins upon execution. Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

ANNUAL FEES, BUNDLES, AND SUPPORT

100% Recurring fees are invoiced 45 days prior to renewal.

CHANGE ORDERS INCLUDING TIME AND MATERIAL RATES

- All service work and/or deliverables not listed, defined, or provided as optional deliverables in this document are considered outside of the scope of this project effort. Out of scope services will be invoiced at Selectron's then current Time and Material rate, currently $167.51 per hour.

- If the out of scope services require a formal change order, the Company and Customer will mutually agree in writing, which will include a scope of work, timeline for delivery, Company and Customer responsibilities and the price terms and conditions. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan.

- If Customer requires additional documentation, services to prepare this documentation will be invoiced at Selectron's then current Time and Material rate, currently $167.51 per hour, 4-hour minimum.

TAXES

Sales Tax or any other applicable taxes are ***not included*** in any of the pricing in this agreement. All applicable taxes will be invoiced, collected and remitted in accordance with state and local tax laws.

PAYMENT TERMS

Terms are net 30 days from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

VENDOR INFORMATION

Selectron Technologies, Inc.
13535 SW 72nd Avenue, Suite 200
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

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Selectron TECHNOLOGIES, INC

Statement of Work

Contract Renewal

Relay Utility IVR

Relay Outbound

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Roseville, CA (Roseville or Customer). This agreement includes the continuation of the Customer's existing Selectron solutions, with all functionality remaining unchanged.

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	06/29/2021
2.0	Contract Renewal	02/10/2026

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Selectron TECHNOLOGIES, INC

2. Current Functionality

Please note that for these solutions, no new functionality is included in this contract renewal agreement. This section details an overview of existing functionality that will continue to operate as outlined in the initial Statement of Work from date 6/29/2021, with additional functionality deployed since then. All functions and features continue to depend on the Customer's application database(s) being accessible to Relay to provide the requested data. The current business rules for these solutions will not be changed under this Statement of Work.

2.1. The Relay Platform – Utility Pack

The Customer's solution is currently configured with the Relay Utility Pack and, per the contract renewal, this configuration will continue. This includes:

Relay Utility IVR
Selectron will continue to maintain, support, and host the Customer's Relay IVR solutions integrated with Harris – Cayenta. All existing IVR features and functionality will continue unchanged.

Relay Outbound
Selectron will continue to maintain, support, and host the Customer's Relay Outbound solution, which includes 2 automated notifications: Bill Delinquency and Final Notice.

Screen Pop
The Relay solution will continue to use Screen Pop features and functionality for 15 agent licenses.

Custom Transfer Features
The custom express routing from the CSR to the IVR for payment processing will also be included in this contract renewal. All current functionality, including custom reporting and optional transfer back to CSR, will continue.

Administrative Tools
Selectron will continue to maintain, support, and host the administrative tools that allow the Customer to manage options and view reporting for the solution.

3. System Integration

It is anticipated that Selectron will continue integrating with the Customer's backend application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor currently used APIs. If at any time the necessary data are not available via the included APIs, the solution's functionality will be affected.

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4. Deployment Model

This implementation of Relay will continue being deployed in Selectron's Relay Managed Services environment. Relay Managed Services is a hosted application environment, located in Selectron's hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

5. Responsibilities

5.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding continuation of service and solution functionality.

5.1.1. Continuation of Service

After contract renewal, Selectron Technologies' solutions for the Customer shall continue in functionality and service.

5.1.2. Interface Upgrades

Should the Customer's database application release new updates to their application or its interface, upgrading the Relay interface to be compatible with any of the Customer's application databases (or other application database software) may require professional services outside the scope of this service.

5.2. Roseville, CA

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

5.2.1. Provide System Access

Selectron Technologies may require access to the Customer's network and database/ system. Changing or deleting access accounts could disrupt service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database, the payment gateway, or the network are modified. The Customer is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

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5.2.2. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgment to Selectron's Customer Support Department. The Customer is responsible for updating Selectron of the current authorized contact and any changes to the contact in the future. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

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Selectron TECHNOLOGIES, INC.

Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this "**Agreement**") by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns ("**Selectron**"), and Roseville, CA ("**Licensee**").

Recitals

Whereas, as between Selectron and Licensee, Selectron is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the "**Licensed Software**"; and

Whereas, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees to access and use the Licensed Software through Selectron's application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 "**Aggregate Data**" means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

1.2 "**Authorized User**" means an Employee that Licensee provides with access to the Licensed Software.

1.3 "**Customer Tools**" means the Licensed Software components and interfaces that, as described in the Documentation, are designed and intended to be accessed by customers of Licensee through an application that is set up and maintained as part of the Services and/or Licensee's website.

1.4 "**Derivative Work**" shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

1.5 "**Documentation**" shall mean the standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

1.6 "**Employee**" shall mean a then-current employee of Licensee.

1.7 "**Intellectual Property Rights**" shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, "moral rights", and derivative works thereof; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.

1.8 "**Licensed Software**" shall mean, collectively, (a) the software programs that are listed in Exhibit A and further described in the included Statement of Work; (b) the Documentation; and (c) any Updates.

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1.9 "**Licensee Data**" means structured data about and identifiable to customers of Licensee, including without limitation data about transactions between such customers and Licensee, (a) that Licensee provides to Selectron to enable Selectron to provide the Licensed Software and the Services, (b) that Selectron collects from Licensee's customers to facilitate payments by those customers to Licensee, or (c) that Selectron otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to Licensee.

1.10 "**PCI Data**" means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and Service Code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council.

1.11 "**Security Incident**" means a breach of security resulting in an unauthorized third party gaining access to Licensee Data if (a) such breach creates a substantial risk of harm to Licensee or any individual(s) and (b) the Licensee Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data to readable or usable form.

1.12 "**Services**" means the outbound call management, customization, training, set-up, configuration, or other services listed in Exhibit A and further described in the included Statement of Work hereto, the Technical Support Services, and any other services Selectron provides to Licensee as described herein.

1.13 "**Technical Support Services**" means the maintenance and technical support services described in Exhibit B hereto.

1.14 "**Term**" shall have the meaning set forth in Section 11.1.

1.15 "**Trademarks**" shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

1.16 "**Updates**" shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Selectron to Licensee during the Term.

1.17 "**Work Product**" means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

2. Grant of License; Restrictions

2.1 Grant of License to Use Licensed Software. Subject to the terms and conditions of this Agreement, including the End User License Agreement ("**EULA**") attached hereto as Exhibit D which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Selectron hereby grants to Licensee a non-exclusive, nontransferable, nonsublicensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for Licensee's own internal business use. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

2.2 Software Restrictions. Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Selectron has developed the Licensed Software, and that it shall use the Licensed Software in accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

2.3 Data Restrictions. Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement

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(e.g., transmittal of PCI Data to Licensee's designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under this Agreement. Except as otherwise expressly provided herein, Selectron will promptly delete any Licensee Data that Licensee requests in writing to be deleted (except for data retention required by law).

2.4 Rights in Aggregate Data. Notwithstanding Section 2.3, Selectron may, (a) during the term of this Agreement, use and analyze the Licensee Data to generate Aggregate Data and (b) during and after the term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Licensee or any particular individual(s). By way of example and without creating any limitation, Selectron may analyze the Licensee Data along with data gathered from other sources to generate statistics and analytics about success rates of municipalities in collecting payments in response to application notification calls.

3. Deliverables and Services

3.1 Services. Selectron shall perform the Services described in Exhibit A and the included Statement of Work and the Technical Support Services described in Exhibit B in accordance with the terms of this Agreement.

3.2 Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Selectron's facilities. Selectron shall provide Licensee with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in Exhibit A and the included Statement of Work. Unless a testing period of different duration is set forth in Exhibit A or the included Statement of Work, Licensee shall have a testing period of thirty (30) days from the date of delivery of any Licensed Software, including any customized Licensed Software, to inspect and test the Licensed Software. If Licensee provides Selectron with written notice during the applicable testing period describing the Licensed Software's failure to substantially comply with the limited warranty set forth in Section 7.2 in sufficient detail to enable Selectron to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until Selectron corrects any such substantial non-conformity. If Licensee does not provide such notice during the testing teriod, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

3.3 Authorized Users; Licensee Identification and Passwords. Except as provided in Section 3.4, Licensee shall not permit any person to access the Licensed Software other than Employees whom Licensee has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron create unique log-in credentials, consisting of a "**User Identification**" and "**User Password**", for each individual Authorized User who shall be accessing the Licensed Software. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for(and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords. Licensee shall not share or disclose, and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with or to any other individual or entity, even if such other individual is also anAuthorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with Licensee. Licensee shall promptly notify Selectron if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

3.4 Customer Tools. Licensee maypermit its customers to access and use the Customer Tools solely through Licensee's website and/or an application that is set up and maintained as part of the Services, and solely for the purpose of enabling such customers to (a) receive notifications sent by or on behalf of Licensee, (b) make payments to Licensee, (c) view their invoices from Licensee and history of payments to Licensee, and (d) update their contact information with Licensee.

3.5 Hosting. During the Term, Selectron and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA.

3.6 Updates, Maintenance, and Technical Support. During the Term, Selectron shall provide

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Licensee with Updates as they are made generallyavailable by Selectron to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Updateprovided or made available by Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.7 Other Modifications to the Licensed Software. Licensee understands and agrees that Selectron may make modifications and updates to the Licensed Software from time to time. Selectron may determine in its sole discretion whether to provide such modifications and updates to Licensee and its other customers as an Update hereunder, or whether such modifications andupdates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

3.8 Further Licensee Obligations. Licensee shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

4.1 Service Fees. Licensee shall pay to Selectron service fees ("**Service Fees**") in the amounts and according to the terms and conditions set forth in Exhibit A. In addition to the payment of Service Fees, unless different terms are provided for in Exhibit A, Licensee agrees to reimburse Selectron for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Selectron in connection with the performance of any Services.

4.2 Payment Terms. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due thirty (30) days from the date of invoice, and any amounts not paid when due will incur late fee charges at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is lower, calculated on a daily basis. If any amounts are past due and outstanding, Selectron reserves the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the Services until all outstanding amounts are paid. Selectron is entitled to recover all costs of collection, including attorney's fees and related expenses.

4.3 Disputed Amounts. Any disputed charges must be presented by Licensee to Selectron in writing within fifteen (15) days of the date of invoice, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice within fifteen (15) days of Selectron's receipt of Licensee's written notice of dispute. In the event Licensee disputes any amounts invoiced by Selectron in good faith, the undisputed amount shall be paid when due, and only disputed amounts shall be withheld pending resolution of the dispute. If payment ofa disputed amount has already been made and later resolution of the dispute is in Licensee's favor, a credit will be issued by Selectron to Licensee on the next invoice.

4.4 Fee Increases. During the Initial Term, the Service Fees set forth in Exhibit A shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees by providing Licenseewith notice of such increase or change at least ninety (90) days prior to the effective date of such increase or change. Licensee's sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Selectron within twenty (20) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

4.5 Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Licensee shall pay, indemnify, and hold Selectron harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Licensee and any services rendered to Licensee; provided, however, that Licensee shall not be responsible for paying any taxes imposed on, or with respect to, Selectron's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Proprietary Rights

As between Selectron and Licensee, Selectron and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy

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or Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. Licensee agrees to take any action reasonably requested by Selectron to evidence, maintain, enforce, or defend the foregoing. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Selectron's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and Licensee shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the disclosing party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's expressprior written consent; provided, however, that each party (the "**receiving party**") may disclose Proprietary Information of the other party (the "**disclosing party**") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "**Representatives**") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "**Proprietary Information**" belonging to a disclosing party includes, but is not limited to, such disclosing party's (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees, and (d) other information about or belonging to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Proprietary Information, even if developed in whole or in part by the receiving party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Selectron. For further clarity, Licensee Data is and shall remain the Proprietary Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (c) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate, municipal, or governmental powers, as the case may be (b) has been duly authorized by all necessary corporate, municipal, or governmental action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any law, regulation, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation. If Licensee finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Selectron with a written report that describes such failure

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in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with Exhibit B hereto. Outside the United States, this limited warranty is only available with proof of purchase from an authorized source. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SELECTRON, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS
AGREEMENT. This Section states the entire liability of Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty.

7.3 Limited Services Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the breach is not commercially feasible, Selectron shall credit Licensee for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired.

7.4 Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND SECTION 8.5.5 CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN SECTION 7 AND SECTION 8.55 OF THIS AGREEMENT.

7.5 Defects Not Covered by Warranties. Selectron shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Selectron;
(b) transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Selectron; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

8. Security

8.1 Internet Security. Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any third-party technologies' or services' ability to meet Licensee's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized users, e.g., hackers; or

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(c) any other third party or activity beyond Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of Section 8.4 or 8.5.

8.2 Remote Access Security. In order to enable code development and support and maintenance of the software, Selectron may require remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Licensee solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Licensee's responsibility to ensure that the remote access method meets Licensee's security requirements. Selectron makes no representations or warranties to Licensee regarding the remote access software's ability to meet Licensee's security or privacy needs. Selectron also makes no recommendation for any specific package or approach with regard to security. Licensee is solely responsible for ensuring a secure network environment.

8.3 Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication for Licensee's employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if Licensee, Licensee's employees, or Licensee's end user suffer injury or damage due to the failure of outbound services to operate, even though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's gross negligence or willful misconduct.

8.4 Privacy and Security Standards. Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

8.5 PCI Compliance. Selectron warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data environment that are used in Selectron's collection, transmittal, or other processing of PCI Data on behalf of Licensee are and shall remain compliant with the applicable provisions of PCI DSS; and (b) Selectron PayEngine™, Selectron's proprietary payment application, is and shall remain compliant with PA-DSS. On an annual basis or upon Licensee's request, Selectron shall provide Licensee with an Attestation of Compliance or Attestation of Validation confirming such compliance.

8.6 Incident Response. In the event Selectron becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of PCI Data, Selectron shall (a) notify Licensee, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee's notification to affected individuals if such notification is required by applicable law or regulation, and (e) perform all such other acts, or cooperate with Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation.

8.7 Limited Scope of PCI Data Processing. The parties acknowledge that Selectron's sole processing of PCI Data on behalf of Licensee shall consist of (a)

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collecting PCI Data needed to facilitate payments to Licensee, (b) transmitting such PCI Data to a third party payment gateway designated by Licensee, and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After transmittal of PCI Data to the payment gateway, Selectron will not retain, store, or continue to use or process such PCI Data.

8.8 Data Transfers Between Licensee and Selectron. The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee shall regularly transfer Licensee Data to each other. Licensee, not Selectron, is responsible for providing and maintaining a secure file transfer protocol for such transfer of Licensee Data, and shall be responsible for maintaining the security of the system components, environment, and procedures of such file transfer protocol.

8.9 Licensee's Privacy Practices. Licensee acknowledges that the Licensee Data includes information about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which Licensee is subject.

9. Indemnification

9.1 Infringement Indemnity Obligations of Selectron. Selectron shall defend any action brought against Licensee to the extent it is based on a third party claim that use by Licensee of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option (a) procure for Licensee the right to continue using the potentially infringing materials; (b) replace or modify the potentially infringing materials to make them non-infringing; or (c) terminate this Agreement and provide Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a five (5) year straight-line basis. This Section 9.1 states the entire liability of Selectron andthe exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

9.2 Infringement Indemnity Obligations of Licensee. Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of other than the then-current, unaltered version of the Licensed Software that incorporates all Updates; (c) Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (e) any third party software; (f) any Licensee Data; or (g) Licensee's breach or alleged breach of this Agreement. Licensee shall indemnify, defend, and hold Selectron harmless for, from and against all liabilities, costs, damages, and expenses (including reasonable attorney's fees) awarded against or incurred by Selectron in such action(s) that are attributable to such claim.

9.3 Security Related Indemnity Obligations of Selectron. If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee as a result of such Security Incident, including the reasonable costs of investigation and reasonablecosts of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other

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fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Selectron has consented to (collectively, "**Losses**").

9.4 Security Related Indemnity Obligations of Licensee. Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by Licensee's breach of Sections 8.8 or 8.9 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any third party (other than Selectron's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), including without limitation any of the following acts or omissions: (a) their loss of control of any device, (b) their failure to maintain the confidentiality of log-in credentials, (c) their transmission of data via methods that are not secure, (d) their failure to maintain systems and environments that are compatible with any Update, (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards, or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol maintained by Licensee pursuant to Section 8.8. Licensee shall indemnify, defend, and hold harmless Selectron for, from and against all Losses arising from any such Security Incident or Licensee's breach of Sections 8.7 or 8.8, including without limitation any expenses incurred by Selectron in complying with its obligations under Section 8.6.

9.5 Conditions for Indemnification. The parties' indemnification obligations hereunder shall apply only if (a) the party to be indemnified (the "**indemnitee**" notifies the party obligated to indemnify them (the "**indemnitor**") in writing of a claim promptly upon learning of or receiving the same; and (b) the indemnitee provides the indemnitor with reasonable assistance requested by the indemnitor, at the indemnitor's expense, for the defense and settlement, if applicable, of any claim. The indemnitee's failure to perform any obligations or satisfy any conditions under this Section 9.5 shall not relieve the indemnitor of its obligations hereunder except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

9.6 Control of Defense. After receipt of notice of a claim, the indemnitor shall be entitled, if it so elects, at its own cost, risk and expense (a) to take control of the defense and investigation of such lawsuit or action; and (ii) to employ and engage attorneys of its own choice to handle and defend the same; *provided, however,* that the indemnitee's consent shall be required for any settlement that does not include a full release of all claims. If the indemnitor fails to assume the defense of such claim within ten (10) business days after receipt of notice of the claim, the indemnitee will (upon delivering notice to such effect to the indemnitor) have the right to undertake, at the indemnitor's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnitor; provided, however, that such claim shall not be compromised or settled without the written consent of the indemnitor. The party that assumes control of the defense of the claim will keep the other party reasonably informed of the progress of any such defense, compromise or settlement. Notwithstanding the foregoing, the indemnitee shall be entitled to conduct its own defense at the cost and expense of the indemnitor if the indemnitee establishes that the conduct of its defense by the indemnitor would reasonably be likely to prejudice materially the indemnitee due to a conflict of interest between the indemnitee and the indemnitor; and provided further that in any event, the indemnitee may participate in such defense at its own expense.

10. Limitation of Liability

10.1 Limited Remedy. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SELECTRON OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SELECTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

10.2 Maximum Liability. Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the lesser of: (a) the amounts actually received by Selectron from Licensee hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim; or (b) the amount actually covered and paid by Selectron's insurance carrier for the applicable claim. Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that

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Selectron would not enter into this Agreement without the limitations on liability set forth in this Agreement. This limitation of liability provision does not reduce available insurance.

11. Term and Termination

11.1 Term. The term of this Agreement shall commence on the Effective Date and continue for an initial period of four (4) years therefrom (the "**Initial Term**"), and shall may renew for successive one (1) year periods (collectively, the "**Term**"). If Licensee cancels prior to the end of the Initial Term of four (4) years, all fees for the Initial Term of this agreement that are unpaid will become immediately due.

11.2 Termination for Default. If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60) day-period substantial steps necessary to remedy the default and thereafterdiligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Licensee breaches the EULA or Sections 2.2, 5 and/or 6 of this Agreement, Selectron may immediately terminate this Agreement. Licensee shall notify Selectron within twenty-four (24) hours of Licensee's becoming aware of any breach (other than by Selectron) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 5 or 6.

11.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Licensee shall, at its sole expense, return to Selectron (or destroy, at Selectron's sole election) all Licensed Software and Proprietary Information of Selectron (and all copies, summaries, and extracts thereof) then in the possession or under the control of Licensee and its current or former employees. Licensee shall furnish to Selectron an affidavit signed by an officer of Licensee certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that itmay have at law or in equity, and shall not relieve either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1 ("Definitions"), 2.2 ("Software Restrictions"), 2.3 ("Data Restrictions"), 2.4 ("Rights in Aggregate Data"), 4 ("Fees and Payment") (with respect to amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions").

12. General Provisions

12.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of) (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the address set forth on the signature page below (or to such other address as may be designated by a party by giving written notice to theother party pursuant to this Section 12.1).

12.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A.,

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without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or federal courts located in Placer County, California, U.S.A.

12.3 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.4 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, includingall court costs and reasonable attorney fees paid or incurred.

12.5 Injunctive Relief. In the event that Licensee breaches any provision of the EULA or Sections 2, 5, or 6 or any other material provision of this Agreement, Licensee acknowledges and agrees that there may be no adequate remedy at law to compensate Selectron for such breach, that any such breach may result in irreparable harm to Selectron that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Selectron shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Selectron may have at law, in equity, under this Agreement, or otherwise.

12.6 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

12.7 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.4 will remain in effect notwithstanding the unenforceability of any other provision hereof.

12.8 Independent Contractor Relationship. Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.9 Force Majeure. Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.10 Public Announcements. Licensee shall cooperate with Selectron so that Selectron may issue a press release concerning this Agreement; provided, however, Selectron may not release any such press release without the prior approval of Licensee (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Selectron shall have the right to use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

12.11 U.S. Government Rights. (a) The Licensed Software is a "commercial item," as that term is

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defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R 227.7202-1 through 227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Licensee is a governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the LicensedSoftware under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron.

12.12 Export Controls. The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee shall defend, indemnify and hold Selectron and allsuccessors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Licensee's violation of such export control laws. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.13 Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of thisAgreement.

12.14 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

12.15 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement.

12.16 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

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EXHIBIT A

Scope of Work

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EXHIBIT B

Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Selectron shall provide for Licensee.

I. Definitions

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

A. "**Error**" means any failure of the Licensed Software to conform in any material respect with the Documentation.

B. "**Error Correction**" means either a bug fix, patch, or other modification or addition that brings the Licensed Software into material conformity with the Documentation.

C. "**Priority A Error**" means an Error that renders Licensed Software inoperative or causes a complete failure of the Licensed Software, as applicable.

D. "**Priority B Error**" means an Error that substantially degrades the performance of Licensed Software, as applicable, or materially restricts Licensee's use of the Licensed Software, as applicable.

E. "**Priority C Error**" means an Error that causes only a minor impact on Licensee's use of Licensed Software, as applicable.

II. Error Reporting and Resolution

A. Error Reporting. Selectron shall provide Licensee with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Selectron's normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Selectron holidays.

B. Licensed Software Error Resolution. Selectron shall use commercially reasonable efforts to: (a) notify applicable Vendors of all Licensed Software Errors properly reported by Licensee in accordance with Section II(A) of this Exhibit B; (b) make available to Licensee any Error Corrections that are made available by such Vendor(s) to Selectron promptly after such Error Corrections are delivered to Selectron; and (c) update Licensee with respect to the progress of the resolution of all Licensed Software Errors.

C. Error Resolution. Licensee shall report all Errors in the Licensed Software to Selectron in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Selectron shall use commercially reasonable efforts to correct any Error in the Licensed Software reported by Licensee, in accordance with the priority level actually assigned by Selectron to such Error, as follows:

1. Priority A Errors. In the event of a Priority A Error, Selectron shall, within two (2) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within twenty-four (24) hours of receiving Licensee's report of such Error, and an Error Correction within forty-eight (48) hours of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every eight (8) hours) on the status of the Error Correction.

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2. Priority B Errors. In the event of a Priority B Error, Selectron shall, within six (6) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within forty-eight (48) hours of receiving Licensee's report of such Error, and an Error Correction within six (6) business days of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Error Correction.

3. Priority C Errors. In the event of a Priority C Error, Selectron shall, within two (2) business days of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within six (6) business days of receiving Licensee's report of such Error, and an Error Correction within three (3) weeks of receiving Licensee's report. Selectron shall provide Licensee with periodic reports on the status of the Error Correction.

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EXHIBIT C

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EXHIBIT D

SELECTRON TECHNOLOGIES, INC.

END USER LICENSE AGREEMENT

This End User License Agreement (this "**EULA**") is part of a Master Services and Hosting Agreement (the "**Master Agreement**") between Selectron Technologies, Inc., an Oregon corporation ("**Selectron**", "**we**", "**our**", or "**us**") and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us ("**Licensee**"). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an "**Authorized User**"). In this EULA, unless the context clearly indicates otherwise, all references to "**you**," or "**your**" means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

SELECTRON PROVIDES THE LICENSED SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, SELECTRON WILL NOT AND DOES NOT LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MUST NOT USE OR ACCESS THE SOFTWARE.

1. License Grant. Subject to your strict compliance with this EULA, Selectron hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Licensed Software solely in accordance with the Documentation, the Master Agreement, and this EULA, for Licensee's internal business purposes. The foregoing license will terminate immediately on the earlier to occur of:

(a) the expiration or earlier termination of the Master Agreement between Selectron and Licensee; or

(b) your ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

2. Scope of License. Subject to and conditioned upon Licensee's timely payment of the fees set forth in the Master Agreement and your strict compliance with all terms and conditions set forth in this EULA and the Master Agreement, you have a limited right and license to:

(a) Use and access the Licensed Software in accordance with this EULA and the Documentation, solely for Licensee's internal business purposes.

(b) Download, display, and use the Documentation, solely in support of Licensee's use and access of the Licensed Software in accordanceherewith.

(c) Download, display, copy, use, and create derivative works of reports and structured data generated using the Licensed Software, solely for Licensee's internal business purposes.

3. Copies. All copies of the Licensed Software and Documentation made by you:

(a) Will be the exclusive property of Selectron;

(b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

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(c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

4. Use Restrictions. You shall not, directly or indirectly:

(a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA;

(b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA;

(c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof;

(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;

(e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software, except as expressly permitted by the Master Agreement or this EULA;

(f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service, except as expressly permitted by the Master Agreement or this EULA;

(g) Use the Licensed Software for the commercial or other benefit of a third party;

(h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party;

(i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof;

(j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials;

(k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, except as expressly permitted by the Master Agreement or this EULA;

(l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.

(m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or

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any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments;

(n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or

(o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

5. Collection and Use of Information. Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

6. Intellectual Property Rights. You acknowledge that the Licensed Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Software under this EULA or the Master Agreement, or any other rights to the Licensed Software other than to use the Licensed Software in accordance with the license granted under this EULA and the Master Agreement, subject to all terms, conditions and restrictions contained therein and herein. Selectron reserves and shall retain its entire right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software, subject to the licenses expressly granted in the Master Agreement and this EULA. You shall use commercially reasonable efforts to safeguard all Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

7. Login Credentials. You, the Authorized User, shall not share or disclose your log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

8. Export Regulation. The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

9. Governing Law. This EULA shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.

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EXHIBIT E

HOSTING, MAINTENANCE, AND TECHNICAL SUPPORT

This Exhibit provides the terms and conditions and service levels for Selectron's Hosting and Maintenance of the Licensed Software, including both the production and test severs.

1.0 DEFINITIONS

Any capitalized terms used in this Exhibit, "Hosting, Maintenance, and Technical Support," that are not defined below shall have the same meaning as defined in Section 1 of the Agreement. The following definitions are used only within this Exhibit and shall have the meaning stated herein only for application within this Exhibit.

"Basic Support Hours" shall mean Monday through Friday, 5:00 am to 5:00 pm Pacific Time, excluding United States statutory holidays.

"Downtime" means minutes when the Licensed Software is unavailable.

"Emergency Maintenance" means Maintenance performed in response to a Force Majeure Event or with the aim to prevent an Error; Selectron shall notify the City as soon as possible, but no later than within two hours after commencement of Emergency Maintenance.

"Error" means any failure of the Licensed Software or the Service, as applicable, to conform in any material respect with the Documentation.

"Error Correction" means either a bug fix, patch, or other modification or addition that brings the Licensed Software or the Service, as applicable, into conformity with the Documentation.

"Maintenance" means Services provided by Selectron to the City to keep the System conforming to the Documentation and to respond to requests by the City.

"Priority A Error" means an Error that causes the Licensed Software or Services to be (i) severely impacted, resulting in a complete loss of Access or Use, or (ii) significantly degraded resulting from an essential element of the Licensed Software or Services being non-functional and materially unavailable to a material percentage of Authorized Users without a Workaround being available.

"Priority B Error" means an Error that (i) substantially degrades the performance of the System, (ii) materially restricts Customer's Use of the System, or (iii) causes the System to be materially unstable or have periodic interruptions over a sustained period of time.

"Priority C Error" means an Error that (i) causes only a minor impact on Customer's Use the System, (ii) causes a minor degradation not visible to Users, or (iii) that is cosmetic or otherwise not material to the essential functions of the System.

"Scheduled Maintenance" means the number of minutes that is scheduled for regular maintenance on the System, maintenance normally occurs weekly on any weekday between 09:00pm to 06:00am Pacific Time with a maximum planned Downtime of 240 minutes per month. Whenever possible the City will be provided advance written notice of Downtime relating to Scheduled Maintenance.

"System Availability" means the total number of minutes within the applicable month less any time designated by Selectron as planned Downtime.

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"Scheduled Downtime" means Scheduled Maintenance, Customer Configuration Maintenance, and Emergency Maintenance.

"Unscheduled Downtime" means a System outage (other than those arising from Maintenance, Scheduled Maintenance, Emergency Maintenance, events of Force Majeure, or City systems or the City 's third party systems) that prevents City Users or the City 's end users from consummating transactions.

"Workaround" means with respect to any Error, the provision of a temporary repair used to bypass, mask or otherwise avoid the Error until a permanent repair is available.

2.0 ERROR REPORTING

2.1 Selectron shall provide Maintenance and Error Corrections to the Licensed Software and Services as required to keep the Licensed Software and Services performing in all respects to the Documentation, and to correct reported Errors that are diagnosed by the City. Selectron shall coordinate isolation and diagnosis of Errors, testing and repair work for the response, tracking, and resolution of all Errors.

2.2 Selectron shall provide Customer with telephone support twenty-four (24) hours per day, seven (7) days per week for the reporting of and response to Priority A Errors, and telephone support during Basic Support Hours for the reporting of Priority B and Priority C Errors.

2.3 When reporting an Error, the City will provide Selectron with sufficient explanation of the circumstances under which the Error occurred or is occurring, and the City shall reasonably classify the Error as a Priority A, B, or C Error.

3.0 ERROR RESPONSE AND RESOLUTION

3.1 Selectron shall use commercially reasonable efforts to correct Errors. Selectron shall provide a first response, first update and subsequent updates for each Error according to time periods described in the following table, in accordance with the priority level actually assigned by the City to such Error.

Incident	First Response	First Update	Subsequent Updates	Resolution
Priority A Error	1 hour after report of Error is received in accordance with Section 2	1 hour after First Response	Every 2 hours	Workaround within 24 hours; Error Correction within 48 hours, or other time as mutually agreed
Priority B Error	3 hours during Basic Support Hours after report of Error is received in accordance with Section 2	2 hours after First Response during Basic Support Hours	Every 2 hours during Basic Support Hours	Workaround within 2 Business Days; Error Correction within 5 Business Days, or other time as mutually agreed
Priority C Error	3 business days after report of Error is received in accordance with Section 2	5 business days after First Response	5 business days	Workaround within 6 Business Days; Error Correction within three weeks, or other time as mutually agreed

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3.4 A response may be provided to the City by email. A status update on the Error may be provided by email or may be made available online, on a status website which has been communicated to the City. Each update shall include a description of (a) functionality affected; (b) the start time of the Error; and (c) current status of Error Correction.

3.5 If the Parties have a good faith dispute whether an Error is priority level B or C, the Parties shall negotiate in good faith, including escalation to their respective executives, for resolution within three (3) Calendar Days of notice of the dispute. The Parties, in their respective discretion, may mutually agree to an alternative dispute resolution process for prompt and discrete resolution of the Severity Level dispute.

4.0 SYSTEM AVAILABILITY

4.1 Selectron's goal for System Availability is set forth in the table below.

Service Level	Goal	Measure Start	Measure End
System Availability (24x7x365)	99.9%	First day of the month	Last day of the month

System Availability shall be measured over the period of each calendar month and calculated as set forth above. System Availability shall be measured on a pro-rated basis for the month of Acceptance.

4.2 Availability shall be calculated as a percentage using the following formula:

$$\text{System Availability} = \frac{\text{(total minutes in given month minus Unscheduled Downtime)}}{\text{divided by total minutes in a given month}}$$

The System Availability and goal is for the production server only. The test server shall be considered independent and not calculated as part of System Availability.

5.0 CREDIT FOR FAILURE TO ACHIEVE SYSTEM AVAILABILITY GOAL

5.1 In the event the goal for System Availability is not attained in any given calendar month, the City may continue to Use the System, and Selectron shall credit the City the following percentage of the monthly production IVR Call and Hosting fees paid by the City, based on the System Availability for a given calendar month.

Downtime Measurement	System Availability (estimate)	County Credit
Up to **48 hours** of cumulative Unscheduled Downtime	93% - 100%	No City credit
Up to **72 hours** of cumulative Unscheduled Downtime	90% - 92.99%	10% of one month's fee credit
Up to **96 hours** of cumulative Unscheduled Downtime	87% - 89.99%	25% of one month's fee credit
Up to **120 hours** of cumulative Unscheduled Downtime	83% - 86.99%	40% of one month's fee credit
More than **144 hours** of cumulative Unscheduled Downtime	80% - 82.99%	100% of one month's fee credit

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6.0 BACK-UP

6.1 Selectron shall back up City data collected by Selectron on a periodic basis throughout the day, with a full backup performed nightly. On a weekly basis, Selectron shall verify such backups are complete, accurate, and accessible. The combination of incremental and daily backups will ensure that no more than twenty-four (24) hours of data loss will be incurred in the event of a disaster.

6.2 Within the primary datacenter, Selectron shall maintain redundancy for all required server, storage, data base, network, and Internet connectivity to prevent against disruption of the System due to a single hardware device or connectivity failure.

7.0 DISASTER RECOVERY

7.1 In the event that Selectron declares a "disaster" status (as described in section 7.2 below), Selectron will use best efforts to restore the system at a secondary hosting site (either the current alternate collocation site or Selectron's own facilities) on a temporary basis. This effort may take between 2 and 10 days, or longer, and requires support from the City. As the solution is a complex system reliant on third party systems, Selectron's ability to restore the system will be limited to the elements within Selectron's immediate control. Examples of other systems that could delay restoration include the hosted backend database, the City's network, the regional and national telephone and internet backbones, as well as other interdependent systems.

7.2 Declaration of Disaster Status. Selectron will declare "disaster" status within one day of its reaching the reasonable belief that an event will cause a complete loss of Service for seventy-two (72) hours or more. At this time Selectron will use its best efforts to contact the City to initiate a recovery plan. The City will be requested to provide direction on priority and availability of necessary assistance for restoration. Selectron will begin recovery efforts coordinated with the City's priorities for bringing systems back on line.

8. EXCEPTIONS

The terms of this Exhibit do not apply during the following times of exception:

8.1 Service outages beyond Selectron's immediate control, such as Force Majeure Events or an outage caused by the City, such as the City's permitting or utility databases being unavailable.

8.2 Outages following a scheduled Update or Upgrade of the Software, where the City did not participate in coordinated functional testing and the coordinated functional testing could have reasonably determined the issue.

8.3 Outages during the initial project implementation phase, or any subsequent major changes to the Software and/or Hosting environment that the City requests, or any major changes being made to the City's networks or systems.

9.0 LIMITATIONS

9.1 The terms and conditions of this Exhibit apply only to Services related to the production and test environments of the Licensed Software and Services in conformity with the Documentation.

9.2 Unless agreed to by the Parties in writing, this Exhibit does not apply to, and the City may not deploy to City's end users, the Licensed Software on beta, test and other pre-production release Hardware or operating systems.

9.2 Services provided by Selectron under this Exhibit do not include the restoration of data which has been modified or deleted by the City, the provision of additional training because of Updates to the Licensed Software,

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consulting and training regarding the Use of the Licensed Software or Services and the adjustment of interfaces within the City's systems.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.30
File #: 0203-07 & 0203-09
Item ID: 2026-160

Title:	Utility Rebate Management System - Contract Purchase Agreement
Contact:	Susan Hernandez 916-774-5623 shernandez2@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with Brillion, Inc. to provide a comprehensive cloud-based rebate management platform to support programs administered by Roseville Electric Utility and the Environmental Utilities Department. The total cost for the two-year contract purchase agreement is $699,193. Funding will be included in Roseville Electric Utility's and Environmental Utilities' proposed budgets for FY2026-27 and FY2027-28, subject to City Council approval. The contract also includes five optional one-year renewal terms, with projected costs of $365,406 in FY2028-29, $376,368 in FY2029-30, $387,659 in FY2030-31, $399,289 in FY2031-32, and $411,267 in FY2032-33.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a two-year Contract Purchase Agreement (3005356) with Brillion, Inc.

Staff further recommends that the Council authorize the City Manager or his designee to execute five (5) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until staff determines that continuing with this vendor is not in the best interest of the City.

BACKGROUND

Roseville Electric Utility and Environmental Utilities administer energy efficiency and water conservation programs that require a reliable system to manage applications, eligibility verification, approvals, incentive payments, financial tracking, and regulatory reporting.

Per state law, Roseville Electric Utility is required to track and report on the use of public benefits funding for energy efficiency and low-income programs and spending of funds received from the State of California for electric vehicles and chargers. Environmental Utilities is required to track the results of water conservation efforts. Both Roseville Electric Utility and Environmental Utilities use the utility rebate management system to fulfill these state obligations.

The current rebate management agreement is set to expire on June 30, 2026. Roseville Electric Utility issued Request for Proposals 07-123. The vendor, Brillion, Inc., was the selected respondent, and their proposal was selected based on their qualifications, experience, project understanding, and proposed cost.

FISCAL IMPACT

The total cost for the two-year contract purchase agreement is $699,193. Funding will be included in

Roseville Electric Utility's and Environmental Utilities' proposed budgets for FY2026-27 and FY2027-28, subject to City Council approval. The contract also includes five optional one-year renewal terms, with projected costs of $365,406 in FY2028-29, $376,368 in FY2029-30, $387,659 in FY2030-31, $399,289 in FY2031-32, and $411,267 in FY2032-33.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061 (b) (3)). The Utility Rebate Management System project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Susan Hernandez, Energy Services Account Representative

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 26-219
2. Contract Purchase Agreement

REVIEWERS:

Susan Hernandez, Electric Department - Customer & Government Relations	Created/Initiated - 5/19/2026
Bill Chaplin, Electric Department - Customer & Government Relations	Approved - 5/20/2026
Shawn Matchim, Electric Department - All	Approved - 5/28/2026
Daniel Beans, Electric Department - All	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

RESOLUTION NO. 26-219

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BRILLION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005356) for the Utility Rebate Management System, by and between the City of Roseville and Brillion, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute five (5) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005356

Supplier Details:

Company	Brillion Inc
Contact	Jason Fox
Address	1511 Emancipation Hwy Unit 1512
	Fredricksburg, Virginia 22401

Submit your response to:

Company	City of Roseville
Contact	Erica Kaminski
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1108
Fax	(916) 746-1115
E-mail	enkaminski@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005356

Agreement	**3005356**
Agreement Date	**27-APR-2026**
Revision	**0**
Agreement Amount	**699,193.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Brillion Inc
1511 Emancipation Hwy Unit 1512
Fredricksburg, Virginia 22401
Phone: ()
Fax: ()
Email: jfox@brillion.ai

Description of Labor, equipment and/or materials

VENDOR SHALL PROVIDE THE SERVICES CALLED FOR UNDER THE CITY OF ROSEVILLE REQUEST FOR PROPOSALS (RFP) 07-123 FOR UTILITY REBATE MANAGEMENT SYSTEM AND CONTRACTOR'S PROPOSAL THERETO TITLED "BRILLION RESPONSE TO RFP #07-123 UTILITY REBATE MANAGEMENT SYSTEM RFP" (HEREINAFTER "PROPOSAL") DATED 2/6/26. THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE RFP 07-123 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT SUSAN HERNANDEZ IN THE ELECTRIC DEPARTMENT AT (916) 774-5623 OR SHERNANDEZ2@ROSEVILLE.CA.US FOR ANY QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	16823	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**30-Jun-2028**	**Erica Kaminski** Phone **1-916-746-1108**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

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Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Consultant's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent, or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Consultant agrees to the below insurance requirements:
    a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
    c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional

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insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

(1) the minimum coverage and limits specified in this Agreement; or

(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Consultant shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees, and volunteers for all worked performed by Consultant, its employees, agents, and sub consultants.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Consultant shall comply with all federal, state, local laws, ordinances, and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ". pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if

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such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently, or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks, and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.

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23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
27. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
28. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.
29. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
30. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
31. CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f)

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CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

32. If Consultant produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Consultant shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or California law. Consultant shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Consultant's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. TBD in Process

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

____X_____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C
REV 3/16/26 MC

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:_X___
Professional Liability:
$1 Million/occurrence
No auto required
Cyber Liability:
$1 Million/occurrence

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:____
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Supplier

Signed by:

Signature: Brian Jones

108BB173FD97467...

Print Name: Brian Jones

Title: CEO

Date: 5/5/2026

Supplier

DocuSigned by:

Signature: Mike Boisvert

C248967422CB424...

Print Name: Mike Boisvert

Title: CFO

Date: 5/5/2026

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

ARTICLE I – GENERAL

_____ Brillion, Inc. _____ ("Consultant") agrees that information furnished by the City of Roseville ("City") shall be deemed proprietary and confidential, and all such foregoing information, to the extent previously, presently, or subsequently disclosed to Consultant or processed and derived by Consultant services is hereinafter referred to as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third parties. In recognition of the proprietary and confidential nature of such Confidential Information, Consultant agrees to treat the Confidential Information as provided by this Agreement.

ARTICLE II – TREATMENT OF CONFIDENTIAL INFORMATION

Consultant shall, and shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives to safeguard and maintain as confidential all Confidential Information, including, without limitation, information in written, magnetic, electronic or any other form, and take reasonable precautions to protect the Confidential Information (including, without limitation, all precautions Consultant employs with respect to Consultant's own proprietary and confidential information). Consultant shall not, and Consultant shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives not to: (a) use the Confidential Information except to perform Consultant's services as directed by City; (b) do anything to impair the business relationships, intellectual property or other proprietary rights of City; (c) claim, or reverse engineer any of the Confidential Information; or (d) disclose the Confidential Information to anyone unless required to do so by law or with prior written consent of City. Any Consultant employee, affiliate, advisor, agent, director, partner or representative given access to any of the Confidential Information must have undergone and passed City approved criminal background screenings, and have a legitimate "need to know"; and Consultant will notify such employee, affiliate, advisor, director, partner, or representative that they are bound by the same restrictions as Consultant regarding the Confidential Information. No Confidential Information may be stored or transmitted outside the continental United States without prior written consent of City. For Confidential Information that is protected under Federal, State or Local law, including, without limitation, personally identifiable information, health care information and criminal history information, Consultant will use best practices to protect such information in conformity with applicable law.

ARTICLE III – EXCEPTIONS

The foregoing restrictions of confidentiality and non-use will not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is disclosed to Consultant by a third party, provided such information was not obtained by such third party, directly or indirectly, from City on a confidential basis; (c) is already known to Consultant without obligations of confidentiality; (d) is independently developed or discovered by Consultant without access to the Confidential Information as evidenced by the Consultant's business records; or (e) is the subject of a written permission to disclose provided by City.

ARTICLE IV – PERMITTED DISCLOSURES

Notwithstanding any provisions of this Agreement to the contrary, Consultant may disclose the Confidential Information to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law, provided that Consultant first provides to City prompt written notice of such required disclosure, maintains confidentiality to the greatest extent permissible and takes such steps as may be reasonable in the circumstances to allow City to seek a protective order with respect to the confidentiality of the information required to be disclosed. If City receives a legal order or request seeking Confidential Information being held by Consultant, City will supply a copy to Consultant. Consultant will supply City with copies of the Confidential Information within two business days.

ARTICLE V – NO LICENSE

This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Consultant any rights, license or authority in or to the Confidential Information. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

ARTICLE VI – RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the decision of either party to terminate this Agreement, Consultant shall, and shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives to, return to City all documents, media and data, in any form, containing Confidential Information and any and all copies or extracts in a usable format deemed acceptable by City thereof, within thirty (30) calendar days of such decision. Furthermore, within thirty (30) calendar days of the decision of either party to terminate the Agreement, Consultant shall remove all Confidential Information from any computer system used by Consultant's agents or business partners.

ARTICLE VII – REQUIRED DISCLOSURES

Consultant must disclose information regarding participation, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other entity, which has resulted or could result in a benefit to Consultant, if said participation creates potential conflicts or competition with this Agreement or other agreements involving City.

ARTICLE VIII – REMEDIES FOR BREACH

Consultant agrees that the limitations contained herein are reasonable and necessary for the protection of City, and given the unique nature of the Confidential Information, the breach of this Agreement cannot be adequately remedied by law. Therefore, in the event of a breach of this Agreement by Consultant, City shall be entitled to pursue equitable remedies, which shall include, but not be limited to, injunctive relief, and recovery of any associated reasonable attorney's fees and legal costs, along with any other available remedies at law. Consultant will notify City in writing immediately upon discovery of any such unauthorized release or other breach of Confidential Information, or any belief that unauthorized access to Confidential Information has transpired,

ARTICLE IX – VALIDITY

Any provision of this Agreement held to be illegal, invalid, or unenforceable by law or rule or regulation shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect. Additionally, the parties hereby agree to negotiate in good faith to modify and amend this Agreement to maintain the original intent of the parties with respect to such provisions so severed.

Signed by:
By: Brian Jones Print Name: Brian Jones
108BB173FD97467...
Title: CEO
Date: 5/5/2026
and
DocuSigned by:
By: Mike Boisvert Print Name: Mike Boisvert
Title: CFO
Date: 5/5/2026

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DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA

CITY OF ROSEVILLE CALIFORNIA

April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

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Brillion Response to RFP #07-123 Utility Rebate Management System RFP

Prepared for: The City of Roseville
February 6, 2026

Company Information

Brillion, Inc.
1551 Emancipation Hwy, Unit 1513,
Fredericksburg, VA 22401-4683

Contact Information

Jason Fox
503-867-2555
jfox@brillion.ai

Brillion confirms our firm will perform the services and adhere to the requirements described in this RFP.

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Proposal Summary

Brillion, Inc. (dba Brillion) is pleased to submit this proposal in response to the City of Roseville Request for Proposal to RFP #07-123 Utility Rebate Management System. Our proposed solution, Brillion Fulfill (formerly known as energyOrbit) is currently in use by Roseville Electric since 2012. Through this RFP response, Brillion proposes continued platform licensing and a new Application Managed Services (AMS) subscription to deliver new functionality while improving reporting, customer and contractor access, and internal staff workflows—providing Roseville Electric with an industry-leading DSM program management platform that supports sustained performance and continuous improvement for years to come.

Brillion, Inc. is the respondent to this RFP. Brillion was formed through the strategic acquisition and integration of several established utility technology companies, bringing together decades of experience serving utilities across North America.

- **Apogee Interactive, Inc.**, incorporated in the State of Georgia in 1994, has long been a leading provider of customer engagement and education software for electric, gas, and water utilities.
- **crmOrbit, Inc.**, incorporated in California in 2005, a premier Salesforce.com partner with nearly two decades of experience delivering EE/DSM program management software.
- **AIQUEOUS**, a provider of customer relationship and program management solutions focused on water and energy conservation programs.
- **EnergyX**, a trusted platform supporting program operations, trade ally collaboration, and energy efficiency delivery across gas and electric utility programs.

Together, these organizations now operate as a single company under Brillion, Inc., delivering an integrated, enterprise-grade DSM program management platform and unified services organization. The four companies are backed by the equity firm M33 Growth. The newly formed Brillion brings together a best-in-class suite of technologies for DSM, customer engagement, program tracking, and behavioral energy insights.

As part of this consolidation, the flagship DSM platform developed by crmOrbit, Inc. (previously marketed as energyOrbit) was selected as the go-forward product for program tracking, rebate management, and reporting. Today, this product is known as Brillion Fulfill.

Highlights and Key Features

- **End-to-End DSM Program Management:** Tracks program applications from intake through incentive processing and project closeout, with branching workflows, approval gates, and notification triggers.
- **Customer and Contractor Portals:** Simple, efficient, Roseville Electric-branded portals for self-service application tracking, document uploads, and customer feedback.

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- **Salesforce CRM Integration:** Maintains a 360-degree view of customer interactions, expandable capabilities through the Salesforce AppExchange marketing and survey tools for campaign management and segmentation.
- **Robust Reporting and Dashboards:** Leverages Salesforce reporting and analytics for real-time program performance insights and regulatory compliance reporting.
- **Seamless Integrations:** Secure API architecture enables real-time data exchange with Roseville Electric systems.
- **Security and Compliance:** Meets ISO/IEC 27001 standards and CPAU's cybersecurity policy requirements, including SAML 2.0 SSO and full audit logging.

If awarded this contract, Brillion will partner with Roseville Electric through continued platform licensing and an Application Management Services (AMS) subscription that delivers functionality through a structured, Agile, backlog-driven process.

Application Management Services (AMS) Overview

Brillion proposes a prepaid Application Management Services (AMS) subscription to enhance, optimize, and operationally support Roseville Electric's existing Salesforce platform while maintaining stability and enabling continuous improvement. This 0.5 FTE model provides a dedicated, blended Brillion delivery team with predictable capacity, disciplined governance, and priority access—eliminating the cost, disruption, and risk of repeated standalone projects.

The AMS approach delivers lower effective costs, consistent forward progress, and reduced delivery risk through continuity of resources and deep platform familiarity, while allowing Roseville to flex effort across evolving priorities without repeated re-contracting. A structured, backlog-driven Agile delivery framework ensures transparency, accountability, and measurable value each month. A detailed description of the AMS delivery, benefits, governance, and value to Roseville Electric, is further defined in **Tab E: Project Plan**.

The AMS engagement will be used to implement functionality identified in Brillion's Requirements Matrix response and the RFP functionality backlog that is either **(a) planned for completion prior to the next contract term** or **(b) not yet implemented and requiring development as part of the upcoming contract**. This approach ensures transparent prioritization, controlled delivery, and steady progress aligned with Roseville Electric's program and operational objectives.

Brillion's proposal commitment is grounded in the following pillars:

1. **Ongoing Platform Enhancement**
   Deliver new functionality and targeted platform improvements through the AMS subscription, ensuring the Fulfill DSM program management platform continues to evolve in alignment with Roseville Electric's program, regulatory, and operational needs.
2. **Improved Reporting & Insights**
   Enhance reporting capabilities to provide greater visibility into program performance,

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savings, and compliance, supporting data-driven decision-making and regulatory reporting requirements.

3. **Enhanced Customer & Contractor Experience**
   Improve customer and contractor access through streamlined portals, workflows, and self-service capabilities that reduce friction and increase program participation.
4. **Operational Efficiency & Staff Workflow Optimization**
   Optimize internal staff workflows through configuration, automation, and usability enhancements that improve efficiency, consistency, and day-to-day program administration.
5. **Sustained Partnership & Support**
   Provide ongoing application support, maintenance, and governance through clearly defined service levels and a structured AMS delivery model to ensure long-term platform stability, adoption, and value realization.

Brillion looks forward to partnering with Roseville Electric to continue delivering an industry-leading DSM platform with ongoing improvements in functionality, reporting, access, and workflows for sustained long-term value.

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Tab A: Firm's Qualifications

Company Overview

Brillion brings nearly two decades of experience delivering DSM and program management solutions to utilities across North America. Our flagship product, Brillion Fulfill, is purpose-built to streamline energy efficiency, electrification, and demand-side management programs while integrating with our client's enterprise systems.

Brillion Fulfill has been successfully deployed to utilities of varying sizes and structures, including investor-owned utilities, municipal utilities, and community choice aggregators. These implementations demonstrate our ability to manage complex program portfolios, configure customized workflows, and deliver superior customer experience while supporting regulatory compliance and utility program goals.

Brillion Fulfill is currently leveraged by multiple California municipal utilities, including Roseville Electric and Environmental Utilities, Modesto Irrigation District, Silicon Valley Power, and Turlock Irrigation District. In addition to some of the largest investor-owned utilities in North America: Eversource Energy, Dominion Energy, and Enbridge Gas.

Through these projects, Brillion has consistently delivered:

- Configurable workflows to support evolving DSM requirements.
- Robust reporting capabilities for compliance and performance tracking.
- Integration with utility enterprise systems to ensure operational continuity.
- Proven adherence to budgets and timelines, ensuring successful go-lives and long-term client satisfaction.

Subcontractors

Brillion staff will perform all proposed services delivered to Roseville Electric; no subcontractors will be used.

Organizational Structure and Staffing Levels

Brillion currently employs approximately 60 full-time professionals. Included with this response are organizational charts for Brillion's Professional Services team and Customer Support team—the primary groups that support Roseville Electric today, and that would continue to do so under this RFP.

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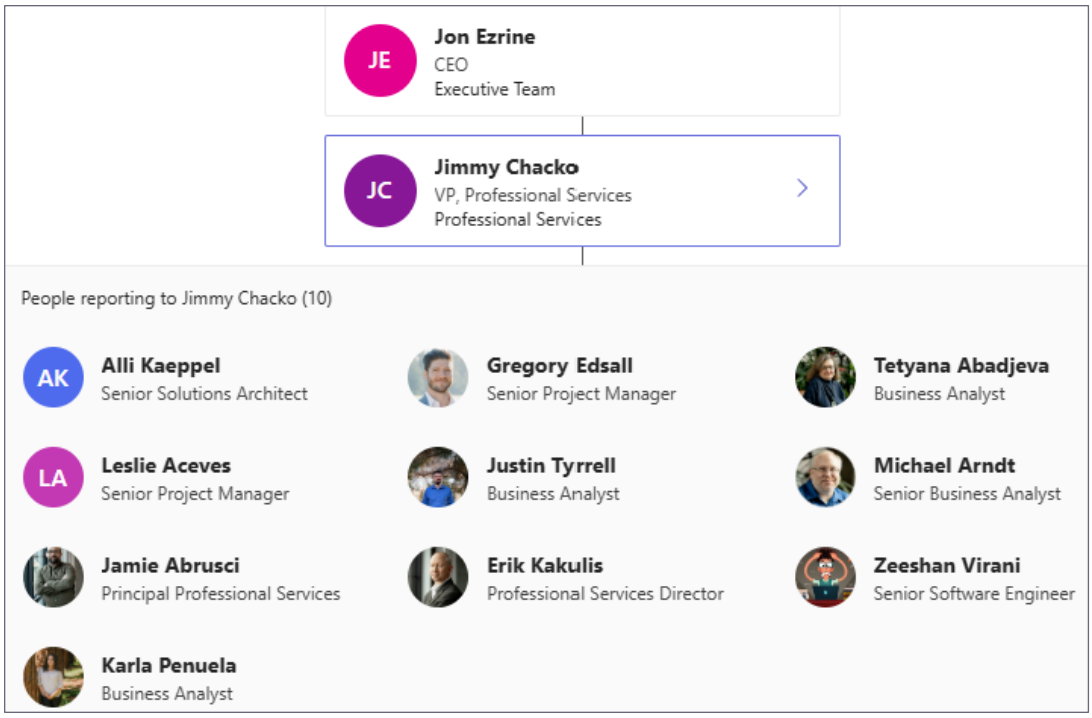
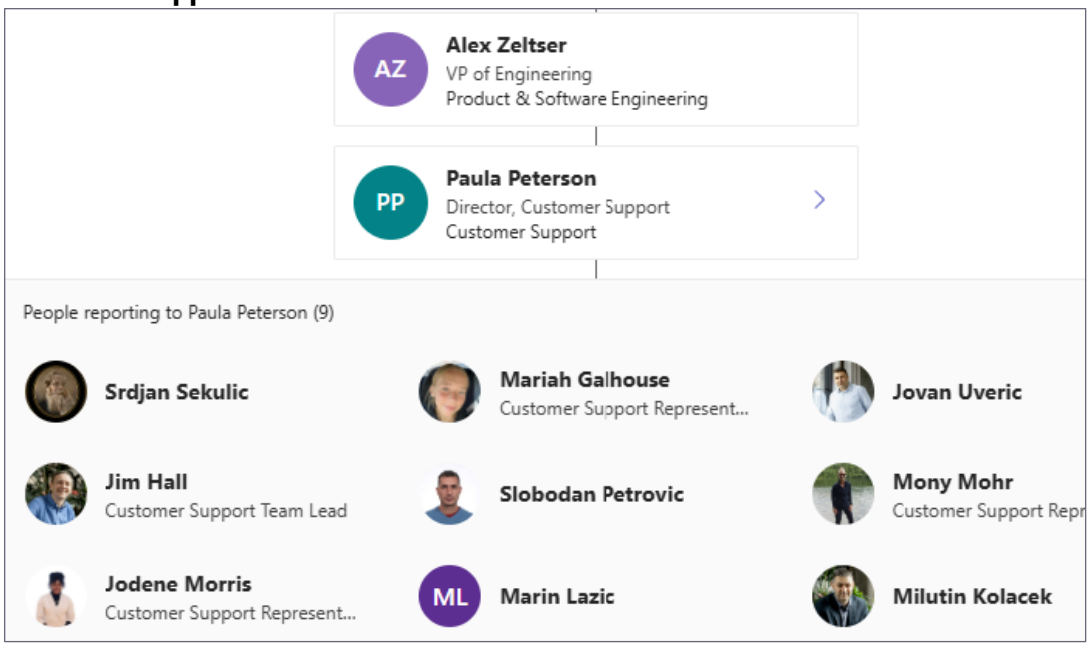
Professional Services Team



Customer Support Team



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Tab B: Experience and References

Brillion has extensive experience delivering rebate and incentive management systems for California public-sector utilities, including projects similar in scope, complexity, and regulatory environment to the services described in this RFP. Brillion has successfully implemented and supported Salesforce-based rebate management platforms encompassing customer portals, workflow automation, integration with utility back-office systems, reporting, and ongoing operational support.

Listed below are three (3) California public-sector references that represent comparable rebate management system projects completed by Brillion. Each reference includes a brief project description, project dates, client name, and primary contact information, as requested.

Project Name	Modesto Irrigation District Utility Program Management Platform
Client	Modesto Irrigation District
Description of work performed	Brillion Fulfill was implemented for Modesto Irrigation District (MID) as the central platform for program management, project tracking, and reporting across its residential, commercial/industrial (C&I), and solar energy efficiency and renewable programs. The system serves as a comprehensive repository for program participation data, customer project records, energy efficiency measures, incentive processing, and all related program information. Program managers and staff rely on Brillion Fulfill as their primary day-to-day system to manage workflows, track project progress, and ensure compliance with program requirements. Built-in operational and management reporting within Brillion Fulfill provides MID with real-time insights into program performance, budget utilization, and customer participation trends, enabling more informed decision-making and streamlined program delivery. In addition, Brillion Fulfill supports integration with external systems where needed, ensuring data consistency across MID's enterprise applications. The platform provides MID with the scalability and flexibility to adapt as programs evolve, while maintaining a clear audit trail and robust reporting framework. By implementing Brillion Fulfill, MID has centralized program operations, improved reporting accuracy, and enhanced the customer and staff experience—ultimately ensuring more efficient management of its energy efficiency and renewable portfolio.

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Period work was completed	Initial deployment in 2016
Client contact	Linh Nguyen linh.nguyen@mid.org

Project Name	Turlock Irrigation District Utility Rebate Management Platform
Client	Turlock Irrigation District
Description of work performed	Brillion Fulfill was implemented for Turlock Irrigation District (TID) to serve as TID's platform used to manage, track, and report on its residential energy efficiency programs. The system serves as a centralized repository for residential program enrollment, customer project records, energy efficiency measures, incentive processing, and all supporting documentation. TID program staff rely on Brillion Fulfill daily to manage project workflows, monitor progress, and ensure program compliance. The platform's integrated reporting provides timely insights into participation levels, incentive utilization, and overall program performance, enabling TID to make data-driven decisions that strengthen program delivery and customer engagement. Brillion Fulfill also gives TID the flexibility to adapt as residential program offerings evolve, while maintaining consistent data quality and transparency. This has led to more streamlined operations, improved reporting accuracy, and enhanced experience for both TID staff and participating residential customers.
Period work was completed	Initial deployment in 2021
Client contact	Erica Salado ejsalado@tid.org

Project Name	Silicon Valley Clean Energy Management Platform
Client	Silicon Valley Clean Energy
Description of work performed	Brillion Fulfill was implemented for Silicon Valley Clean Energy (SVCE) to serve as SVCE's comprehensive program management solution supporting end-to-end customer, vendor, and internal workflows. Key capabilities

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	include configuration of up to twelve incentive and grant programs and associated measures; an online customer application intake and review solution (authenticated or unauthenticated, determined during discovery); and automated workflows with status-based notifications, including Bill.com payment communications. The solution also includes CRM functionality to track customer interactions and participation history; role-based access for external vendors, including bulk data uploads; and configurable enrollment and budget dashboards and reports. Additional scope covers DocuSign eSignature integration for customer agreements, legacy data import templates and guidance, and integrations with external systems including Calpine, PG&E (4013), DAISY, Concierge Salesforce CRM, and Bill.com.
Period work was completed	Initial deployment in 2024
Client contact	Doug Bernard doug.bernard@svcleanenergy.org

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Tab C: Qualifications of Team

Brillion will staff this project with an experienced, U.S.-based professional services team that brings deep expertise in Salesforce-based utility solutions, demand-side management platforms, and long-term application management engagements. The designated project leadership includes a Senior Project Manager and senior subject-matter experts with extensive tenure at Brillion and direct experience supporting the City of Roseville's existing platform and customer portal. Team members collectively offer decades of experience in SaaS delivery, Salesforce configuration, Agile project management, and utility program operations, enabling efficient execution with minimal ramp-up.

All work will be performed by Brillion employees; no sub-consultants or sub-contractors will be utilized for this engagement. Brief resumes for each team member, including geographic location and length of service with Brillion, are provided below.

Michael Arndt, Senior Salesforce Business Analyst

Location: Milwaukee, WI
Tenure: 11 years
Michael Arndt has over ten years of experience supporting Salesforce-based utility and demand-side management solutions, with deep expertise in the Brillion Fulfill platform. He has worked extensively with the City of Roseville and possesses detailed, institutional knowledge of Roseville's existing platform configuration, customer rebate portal, and operational workflows.

Michael has led configuration and enhancement efforts across Salesforce, including security models, objects, automation (Flows, approval processes, validation rules), reporting, and Lightning experiences. He regularly translates Roseville's business and program requirements into practical, scalable system enhancements, ensuring continuity with existing configurations while introducing improvements aligned to current needs.

Throughout his career, Michael has acted as a primary liaison between customers and technical teams, facilitating workshops, interviews, and working sessions to gather requirements, document business processes, and guide configuration decisions. He has supported Agile delivery using Scrum methodologies, managing backlogs, participating in sprint planning, and leading testing and UAT to ensure solutions meet operational and customer needs.

As a trusted advisor, Michael conducts targeted discovery sessions, supports backlog prioritization, and leads testing and UAT to ensure enhancements are delivered accurately and with minimal disruption. His deep familiarity with Roseville's environment significantly reduces project ramp-up time and risk, making him a key contributor to the success of this engagement.

Greg Edsall, Senior Project Manager, Professional Services

Location: Leesburg, VA

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Tenure: 1.5 years
Greg Edsall is an experienced IT Project Manager with a strong background leading technology initiative across the energy, financial services, logistics, and design industries. He has over six years of progressive experience managing full project lifecycles, from planning and execution through delivery and closeout, in both startup and enterprise environments.

Greg has led remote and hybrid teams, coordinated vendors, and driven cross-functional collaboration to ensure projects are delivered on time, within scope, and aligned with stakeholder expectations. His approach emphasizes clear communication, proactive risk management, and consistent progress tracking, providing transparency and predictability throughout the engagement.

As Senior Project Manager, Greg supports day-to-day execution, status reporting, issue resolution, and coordination between Roseville staff and Brillion delivery resources. His well-rounded background in IT delivery, operations, and business administration enables him to balance technical execution with practical business needs, contributing to a smooth and well-governed implementation.

Jimmy Chacko, Senior Director, Professional Services

Location: Atlanta, GA
Tenure: 1 year
Jimmy Chacko is a seasoned SaaS implementation and professional services leader with over 20 years of experience delivering complex enterprise software deployments and driving customer success initiatives. He provides executive oversight for professional services delivery, ensuring projects are aligned with client objectives, delivered efficiently, and governed by best-practice methodologies.

Jimmy has a proven track record of building and scaling high-performing onboarding, solution architecture, and customer success teams across both startup and enterprise environments. His leadership has consistently resulted in reduced implementation timelines, improved delivery predictability, and customer satisfaction ratings exceeding 94%. He brings deep expertise in aligning technology solutions with strategic business goals, ensuring measurable outcomes for clients.

In his role, Jimmy provides strategic direction, delivery governance, and escalation support for complex engagements. His experience leading cross-functional teams and enterprise programs ensures that Roseville benefits from disciplined execution, strong accountability, and a services organization optimized for long-term success.

Zeeshan Virani, Solution Architect, Professional Services

Location: Tucker, VA

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Tenure: 12 years
Zeeshan is a seasoned Solution Architect specializing in Salesforce.com platforms, with over a decade of experience designing and implementing scalable, integrated solutions. Since 2013, he has led the architecture and enhancement of Salesforce applications, developing custom Apex code, Visualforce pages, and API integrations to meet complex business requirements.

Zeeshan excels at translating client needs into technical solutions, building robust web service APIs for seamless third-party integrations, and guiding cross-functional teams through design and implementation phases. His broad expertise spans multiple operating systems, programming languages, databases, and web technologies, enabling him to deliver end-to-end, innovative solutions that align with strategic goals.

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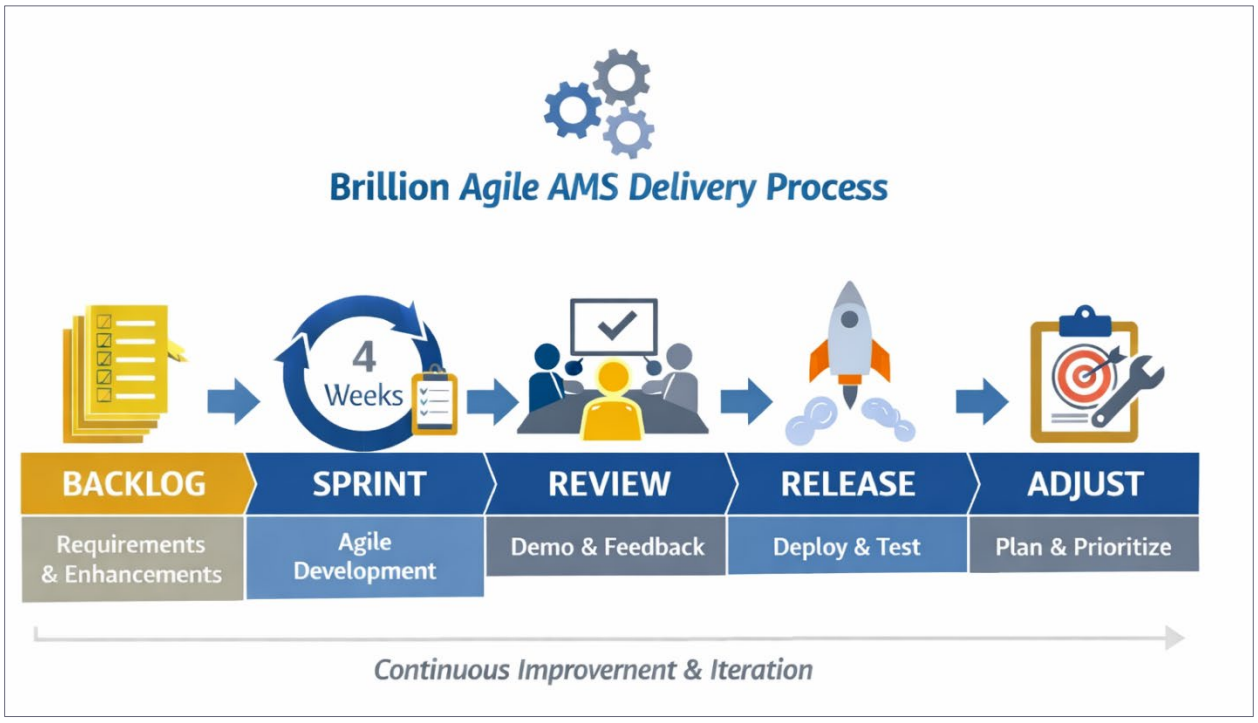
Tab D: Project Understanding

Roseville Electric has partnered with Brillion since 2012, and our Professional Services and Customer Support teams bring deep, hands-on knowledge of Roseville's DSM programs, Salesforce configuration, customer rebate portal, and operational workflows. This long-standing relationship provides Brillion with a clear understanding of the City's objectives, regulatory environment, constraints, and the practical realities of operating and evolving a mature, best in class utility program management platform.

Recognizing the delivery challenges experienced in the prior year under the existing time-and-materials model, **Brillion is proposing an alternate AMS approach designed to improve continuity, delivery consistency, and value realization**. Rather than consuming a budget through intermittent, reactive usage, the AMS model ensures dedicated capacity focused on forward-looking platform enhancements and operational improvements. Brillion will continue to provide the same level of transparency into hours consumed, work performed, and outcomes delivered, ensuring Roseville has clear visibility that AMS dollars are being spent efficiently and aligned to agreed priorities.

Brillion AMS Visual Process Representation



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The services requested in this RFP are best understood as two integrated and complementary workstreams.

- First, Roseville is seeking the continued enhancement and refinement of its existing Salesforce-based platform and customer rebate portal focused on improving functionality, efficiency, and customer experience while preserving system stability and historical program data.
- Second, Roseville is seeking ongoing, end-to-end operational support delivered by dedicated, Roseville-knowledgeable resources, supported by full documentation and cross-trained staff to ensure continuity of operations and timely response to Roseville-specific needs.

AMS 0.5 FTE Subscription (Professional Services and Enhancements)

To support the professional services and enhancement objectives, Brillion proposes an Application Management Services (AMS) 0.5 FTE subscription that provides predictable, dedicated delivery capacity aligned to Roseville's priorities. This model supports targeted discovery and due diligence, delivery of enhancements identified in the existing backlog and RFP requirements, and a governed, backlog-driven framework to address new priorities as program and business needs evolve—without the disruption or overhead of repeated standalone projects.

A central challenge in achieving Roseville's objectives is balancing uninterrupted program operations with continuous improvement, ensuring enhancements are delivered efficiently, accurately, and with minimal risk to customers and staff. Brillion's deep institutional knowledge of Roseville's platform, combined with a proven AMS delivery model purpose-built for utility environments, enables disciplined change control, consistent forward progress, and rapid response to emerging needs. This approach reduces delivery risk, improves predictability, and maximizes the long-term value of Roseville's existing investment.

The AMS engagement will be used to implement functionality identified in Brillion's Requirements Matrix response and the RFP functionality backlog that is either planned for completion prior to the next contract term or requires development under the upcoming contract. This ensures transparent prioritization, controlled execution, and measurable progress aligned with Roseville Electric's operational and program goals.

AMS 0.25 FTE Subscription (Ongoing Operational Support)

To support Roseville Electric's ongoing operational needs, Brillion proposes an Application Management Services (AMS) 0.25 FTE subscription focused on production support, system stability, and continuity of operations. This model provides dedicated, Roseville-knowledgeable support resources with direct experience in the City's specific configuration, supported by documented build and support procedures, cross-trained staff, and standard support tools including a formal help desk and ticketing system. The AMS framework ensures timely issue resolution, clear escalation paths, and effective coordination with enhancement activities.

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Maintaining reliable day-to-day operations while the platform continues to evolve requires disciplined processes, deep platform familiarity, and predictable support capacity. Brillion's long-standing partnership with Roseville and proven AMS support model reduce operational risk, minimize disruption to customers and staff, and ensure consistent service levels. This subscription-based approach provides Roseville with confidence that its platform is actively supported, well-governed, and resilient—protecting the City's investment while enabling continued program evolution.

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Tab E: Project Plan

This Project Plan section summarizes Brillion's approach to successful project implementation, including delivery methodology, governance, staffing, and schedule. It addresses Roseville Electric's requirements for a dedicated Project Manager, regular progress meetings, formal defect tracking, testing and acceptance processes, change control, and risk management. The response also covers document review, PMO differentiation, project tools, staffing responsibilities for Brillion and Roseville Electric participants, training and knowledge transfer, deployment readiness, and any equipment or installation considerations—demonstrating a complete, low-risk, and well-governed implementation approach aligned to Roseville's objectives.

For the purposes of this section, Brillion focuses exclusively on the delivery approach, governance, and execution of the AMS 0.5 FTE Professional Services and Enhancements engagement.

Implementation Approach Overview

To support the professional services and enhancement objectives, Brillion proposes a prepaid Application Management Services (AMS) 0.5 FTE subscription to support Roseville Electric's Salesforce-based platform optimization, process improvement, and ongoing operational readiness objectives. This engagement is designed to complete targeted discovery and due diligence, deliver currently identified system enhancements, and provide a flexible, governed framework to address additional priority items identified throughout the engagement.

Under this model, Roseville Electric receives a dedicated, blended Brillion delivery team—including Solution Architecture, Business Analysis, Project Management, and Integration expertise—allocated at 80 hours per month, with guaranteed availability and priority access.

Compared to traditional time-and-materials engagements, this approach reduces effective hourly costs, minimizes ramp-up time, and provides Roseville Electric with predictable, well-governed service delivery. This subscription-based model also reduces delivery risk by ensuring continuity of resources and deep familiarity with Roseville Electric's platform and operational workflows.

Delivery Methodology

Brillion will deliver services using a proven Agile AMS framework designed to provide transparency, predictability, and continuous value delivery. Core elements of the methodology include:

- **Discounted Effective Hourly Rate**
  A prepaid AMS subscription lowers the blended effective hourly rate compared to ad-hoc or time-and-materials engagements, maximizing the value of Roseville Electric's investment while reducing administrative overhead.

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- **Guaranteed Resource Allocation**
  A committed 0.5 FTE ensures predictable capacity and consistent forward progress, eliminating delays caused by resource availability, onboarding, or reprioritization across competing initiatives.
- **Priority Access to Brillion Expertise**
  Roseville Electric's work is prioritized within Brillion's delivery queue, providing direct access to experienced platform experts and enabling faster turnaround for high-value enhancements and issue resolution.
- **Flexibility Without Re-Contracting**
  The AMS model allows effort to be shifted across approved backlog items as program and business priorities evolve, without requiring change orders for routine reprioritization.
- **Backlog-Driven, Governed Delivery**
  All work is documented, estimated, prioritized by Roseville Electric, and delivered through a controlled backlog and sprint framework to ensure transparency, scope control, and predictable outcomes.
- **Training, Enablement, and Knowledge Transfer**
  Targeted training is provided for all functional areas addressed, supported by clear documentation to enable Roseville staff to independently maintain and adjust configurations, emphasizing long-term self-sufficiency.
- **Deployment and Validation**
  All delivered functionality is fully tested by Brillion prior to deployment, with end-to-end validation to ensure production readiness and minimal disruption to ongoing operations.
- **Reduced Delivery and Operational Risk**
  Continuity of resources, deep platform familiarity, and disciplined delivery processes minimize implementation risk and protect system stability while enhancements are introduced.
- **Assured Value from Prepaid AMS Hours**
  To ensure Roseville consistently realizes value from its AMS subscription, Brillion delivers work through a structured, backlog-driven Agile model with regular reviews and planning checkpoints, ensuring transparency and measurable progress each month

This structured approach ensures Roseville consistently realizes value from prepaid AMS hours with measurable progress each month.

Proposed Work Schedule and Timeline

Brillion will execute the AMS 0.5 FTE Professional Services and Enhancements engagement using a phased, sprint-based delivery methodology aligned with Roseville Electric's desired timeline while maintaining uninterrupted program operations. The engagement begins with targeted discovery, document collection and review, and backlog validation, followed by ongoing four-week sprint cycles focused on prioritized enhancements, testing, and deployment. Sprint reviews, quarterly

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planning checkpoints, and regular progress meetings (minimum weekly) provide continuous visibility into schedule, scope, and progress.

Brillion's AMS delivery model is structured to enable an efficient, low-friction project kickoff immediately upon contract execution and authorization to proceed. Because the engagement is subscription-based and leverages an established AMS framework, no extended startup, procurement, or staffing ramp-up period is required. Brillion maintains ready-to-deploy delivery resources and proven onboarding processes, allowing work to commence promptly following contract approval.

Within the first two weeks of kickoff, Brillion will conduct a structured project initiation and readiness phase that includes confirmation of governance, validation of roles and responsibilities, establishment of the communication cadence, and collection and review of existing documentation and system artifacts. During this phase, Brillion will validate assumptions, confirm priorities, and establish the initial City-prioritized backlog, ensuring alignment on objectives, success criteria, and delivery expectations while minimizing demands on City staff.

A dedicated Project Manager, responsible for all phases from kickoff through implementation, will coordinate all kickoff activities, facilitate minimum weekly progress meetings, and establish the tools and workflows used for backlog management, formal defect tracking, change control, and reporting. Roseville Electric will have immediate and ongoing visibility into planned work, sprint timelines, risks, and upcoming deliverables, ensuring transparency from day one.

Because the AMS model provides guaranteed resource allocation (0.5 FTE) and continuity of assigned personnel, Brillion transitions seamlessly from kickoff into active delivery without delays caused by resource availability, contracting dependencies, or re-onboarding. Enhancements may begin as early as the first sprint following kickoff, enabling Roseville Electric to realize value quickly while maintaining strong governance, quality assurance, and risk controls.

All software releases will be fully tested by Brillion prior to production deployment. Roseville Electric staff will assist with acceptance testing and defect reporting, supported by formal defect tracking tools with defined prioritization, response timelines, and resolution workflows.

This approach ensures Roseville Electric experiences a rapid, well-organized project start, predictable work commencement, and early momentum—while maintaining flexibility to adjust priorities as program and business needs evolve.

Proposed Kickoff Timeline Overview

Week 0 – Contract Execution / Authorization to Proceed

- Contract executed and AMS subscription activated
- Dedicated Project Manager and delivery team confirmed
- Formal kickoff meeting scheduled

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Weeks 1–2 – Project Initiation & Readiness

- Formal project kickoff meeting
- Confirmation of governance, roles, and communication cadence
- Document collection and review
- Validation and prioritization of the initial delivery backlog
- Setup of project tools (backlog management, defect tracking, reporting)

Weeks 3–6 – Sprint 1 (Initial Delivery)

- Begin first four-week sprint
- Design, configuration, and development of prioritized enhancements
- Minimum weekly progress meetings
- Vendor-led testing of completed functionality

End of Sprint 1 – Review & Acceptance

- Sprint review and demonstration
- City participation in acceptance testing and defect reporting
- Deployment of approved enhancements to production, as appropriate

Ongoing – Continuous Delivery

- Four-week sprint cadence with regular sprint reviews
- Quarterly planning aligned to operational and program goals
- Continuous enhancement, testing, deployment, and knowledge transfer

Project Management and Governance

Brillion will assign a dedicated Project Manager responsible for all phases of the engagement, from kickoff through implementation. The Project Manager will:

- Facilitate weekly progress meetings (at minimum)
- Manage the project backlog and sprint planning
- Coordinate delivery resources
- Serve as Roseville Electric's primary point of contact
- Oversee schedule, scope, and communications

Delivery governance follows the Agile AMS framework, ensuring disciplined execution, transparency, and accountability throughout the engagement.

Project Staffing and Role Assignments

Brillion will staff the engagement with a dedicated, blended delivery team aligned to the AMS model and scope of work:

- **Project Manager** – governance, schedule, communications, backlog management
- **Solution Architect** – design oversight and alignment with Roseville's platform standards

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- **Business Analyst** – requirements definition, validation, and acceptance criteria
- **Salesforce Configuration and Integration Resources** – build, test, and deploy approved enhancements

Brillion does not anticipate the use of subcontractors or sub-consultants for this engagement.

Document Collection and Review

At the outset of the engagement, Brillion will collect and review existing program documentation, system configuration materials, prior enhancement artifacts, and relevant operational procedures provided by Roseville Electric. These materials will be validated against the current Salesforce configuration to identify gaps, confirm assumptions, and inform backlog prioritization. Documentation will be updated as enhancements are delivered to ensure alignment with the production environment and support ongoing operations and knowledge transfer.

Testing, Defect Management, and Acceptance

All software releases will be fully tested by Brillion prior to production deployment. Roseville staff will participate in acceptance testing, supported by formal defect tracking tools with clearly defined prioritization, response timelines, and resolution workflows. This approach ensures quality, accountability, and readiness before functionality is promoted to production.

Change Management and Control

Brillion will utilize a formal change management process in which enhancement requests are documented, estimated, and communicated with clear cost and timeline implications prior to execution. This process ensures transparency, predictability, and informed decision-making by City staff while maintaining controlled delivery.

Risk Mitigation and Quality Assurance

Risk mitigation is embedded throughout the AMS model and includes early discovery, incremental delivery, regular stakeholder communication, and controlled deployment practices. By leveraging Brillion's deep institutional knowledge of Roseville Electric's existing configuration, the engagement minimizes delivery risk, avoids unnecessary rework, and reduces disruption to customers and staff.

Project Management Tools and Technology

Brillion will utilize industry-standard tools to manage delivery, including backlog management, sprint tracking, defect tracking, and deployment tooling aligned with Salesforce best practices. These tools provide transparency into status, progress, risks, and delivered outcomes for both Brillion and Roseville Electric stakeholders.

Staffing Requirements and City Participation

Brillion will provide all professional services resources required to deliver the scope of work through the AMS 0.5 FTE subscription. Roseville Electric's involvement is focused on governance and validation activities, including backlog prioritization, participation in sprint reviews and

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demonstrations, and execution of acceptance testing with defect reporting. No third-party staffing is required.

Project Management Office (PMO) Differentiation

Brillion's Project Management Office is purpose-built for utility environments and long-term platform operations rather than short-term, standalone implementations. The AMS-driven PMO emphasizes continuity of resources, backlog governance, disciplined change control, and close integration with operational support. Combined with Brillion's long-standing relationship with Roseville and deep platform knowledge, this approach delivers measurable progress, reduced risk, and long-term value without repeated re-contracting or fragmented execution.

Equipment, Training, and Installation Requirements

No specialized equipment or on-premise installation services are required from Roseville Electric. All work will be performed within Roseville's existing Salesforce environment using cloud-based tools. Targeted training and knowledge transfer will be provided as part of the AMS engagement to support City staff and ensure long-term operational readiness.

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Tab F: Cost Proposal

Brillion has provided a total cost proposal for a two-year base contract with five optional annual renewals, as required. The cost proposal includes all products and services necessary to successfully deliver the proposed solution, including professional services, ongoing operational support, and platform licensing. Costs are presented on an annual basis and are sufficient to support Roseville Electric's current environment, as well as anticipated growth in users, data, and file storage over the proposed contract term.

The cost proposal represents the maximum not-to-exceed contract amount across the three (3) cost components, providing Roseville Electric with cost certainty and budget control. Brillion anticipates working collaboratively with Roseville Electric prior to each annual renewal term to evaluate evolving needs related to licensing, professional services and enhancements, and ongoing operational support, while maintaining transparency and predictability. Unless otherwise noted, no reimbursable expenses are requested.

For budgetary and planning purposes, subscription and licensing levels have been held consistent across the proposed contract term. Platform licensing costs reflect a 5% increase in the initial contract term, followed by a 3% annual increase beginning in the second contract year and applied to each optional renewal year thereafter—representing the first increase to Brillion's license fees for Roseville Electric since 2017.

Professional Services and Ongoing Operational Support costs reflected in this proposal have increased compared to the prior agreement and are aligned with current market rates for Brillion's specialized expertise in utility DSM program management and Salesforce-based rebate platforms, reflecting the depth of experience, continuity of staffing, and domain-specific knowledge provided to Roseville Electric. Professional Services and Ongoing Operational Support costs reflect a 3% annual increase beginning in the second contract year and applied to each optional renewal year thereafter.

Each cost component directly aligns to the scope, staffing, and delivery approach described in the Project Plan section of this proposal. Detailed descriptions of each cost component are provided in the following sections.

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Cost Components

1. Application Management Services (AMS) for Professional Services and Enhancements.
2. Application Management Services (AMS) for Ongoing Operational Support
3. Platform licensing that provides access to all Brillion Fulfill and Salesforce platform features and the Brillion Fulfill application portal for customers and contractors.

Initial two-year contract term

Cost Component	Annual Cost	Year 1	Year 2
AMS 0.5 FTE Subscription (Professional Services and Enhancements)	$180,000	$180,000	$185,400
AMS 0.25 FTE Subscription (Ongoing Operational Support)	$81,600	$81,600	$84,048
Platform Licensing	$82,830	$82,830	$85,315
Total Cost	**$344,430**	**$344,430**	**$354,763**

Five optional one-year renewal term

Cost Component	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
AMS 0.5 FTE Subscription (Professional Services and Enhancements)	$190,962	$196,691	$202,592	$208,669	$214,929
AMS 0.25 FTE Subscription (Ongoing Operational Support)	$86,569	$89,167	$91,842	$94,597	$97,435
Platform Licensing	$87,874	$90,511	$93,226	$96,023	$98,903
Total Cost	**$365,406**	**$376,368**	**$387,659**	**$399,289**	**$411,267**

Component 1: AMS Proposal Summary (Professional Services and Enhancements)

As described in the Project Understanding section, Brillion proposes an Application Management Services (AMS) 0.5 FTE subscription to support the professional services and enhancement objectives captured in Brillion's Requirements Matrix response and the RFP functionality backlog.

The prepaid Application Management Services (AMS) **0.5 FTE subscription** provides Roseville Electric with a guaranteed, blended delivery team allocated at **80 hours per month**. This model delivers predictable costs, priority access to resources, and a discounted effective hourly rate compared to ad-hoc or time-and-materials engagements.

The AMS subscription covers Solution Architecture, Business Analysis, Project Management, and Integration expertise under a single monthly fee, enabling Roseville to flexibly prioritize work without re-contracting for each enhancement.

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Cost Component	Description	Annual Cost
AMS 0.5 FTE Subscription (Professional Services and Enhancements)	Prepaid blended Brillion delivery team (SA, BA, PM, Integrations) – 80 hours/month	$180,000

2026 Brillion Rate Card (AMS Professional Services and Enhancements)

Cost Component	Value
Monthly AMS Hours	80 hours
Blended Effective Hourly Rate (AMS)	$187.50

What Is Included

- Dedicated 0.5 FTE Brillion delivery capacity (80 hours/month)
- Priority access to Brillion delivery resources
- Backlog-driven Agile delivery with 4-week sprint cadence
- Sprint reviews and demonstrations
- Quarterly planning
- Discovery, configuration, testing, deployment, and knowledge transfer
- Ongoing backlog refinement and prioritization support

Component 2: AMS 0.25 FTE Subscription (Ongoing Operational Support)

As described in the Project Understanding section, Brillion proposes an Application Management Services (AMS) 0.25 FTE subscription to provide on-going, dedicated production support, system stability, and continuity of operations.

The prepaid Application Management Services (AMS) – Support **0.25 FTE subscription** provides Roseville Electric with a dedicated support capacity allocated at **40 hours per month.** This model delivers predictable costs, priority handling of support requests, and a more cost-effective alternative to ad-hoc or time-and-materials support engagements.

The AMS – Support subscription is focused exclusively on ongoing operational support, including issue resolution, minor configuration assistance, administrative support, and platform troubleshooting, under a single monthly fee.

Cost Component	Description	Annual Cost
AMS 0.25 FTE Subscription (Ongoing Operational Support)	Prepaid ongoing operational support – 40 hours/month	$81,600

2026 Brillion Rate Card (Ongoing Operational Support)

Cost Component	Value
Monthly AMS Hours	40 hours
Effective Hourly Rate (AMS)	$170.00

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What Is Included

- Dedicated 0.25 FTE Brillion support capacity (40 hours/month)
- Priority access to Brillion support resources
- Structured intake, triage, and prioritization of support requests
- Issue investigation, troubleshooting, and resolution
- Minor configuration and administrative support
- Coordination with Brillion Professional Services when escalation is required
- Knowledge transfer and documentation updates related to supported items

Component 3: Platform Licensing

Licensing costs are presented on an annual basis and are sized to support Roseville Electric's current environment, as well as anticipated growth in users, data, and file storage over the proposed contract term. For planning and budgeting purposes, licensing levels have been held consistent across the term, with the understanding that Brillion and Roseville Electric will review licensing needs together prior to each annual renewal to ensure continued alignment with operational requirements.

License Type	Quantity	Annual Cost	Total Cost	Description
Brillion System Administrators	5	$1,733	$8,665	Full administrative access to configure, maintain, and manage the system
General Administrators	5	$1,733	$8,665	Approval-level access for operational oversight and program management
General Users	10	$1,733	$17,330	Standard internal user access for day-to-day processing and program support
Additional Users	Up to ~10	$1,733	$17,330	May be added as needed at a per-user, per-year rate (prorated for partial-year access)
Portal Accounts	Up to 8,000	$0.80	$6,400	Customer and contractor access to the online rebate processing tool
Full Sandbox	2	$3,670	$7,340	Full-copy sandbox environments for configuration and UAT purposes.
File Storage	1 TB	$7,500	$7,500	Additional file storage for all attachments and corresponding documents uploaded to the platform.
Data Storage	20 GB	$9,600	$9,600	Additional data storage for all records added to the platform.
Platform Licensing - Total Cost			**$82,830**	

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Note: Annual platform licensing costs reflected in this proposal include a 5% increase over the current agreement. This represents the first increase to Brillion's license fees for Roseville Electric since 2017.

Note: Any additional licenses approved by Roseville Electric will be co-termed to the subscription end date and prorated accordingly.

Note: Roseville Electric currently utilizes 32% of the available platform data storage, and 134% of the available platform file storage. To date, an additional 50GB of file storage have been provisioned to the Roseville Electric platform and to address the current overage (using 134% of available) our base cost for licenses and products, including data and file storage includes costs for an additional 1TB of file storage and 50GB of data storage -- beyond what is currently provisioned.

Note: The Brillion Fulfill Platform license model is all-inclusive. Brillion Fulfill updates and general maintenance are included at no additional cost, some examples of these no cost benefits are listed here:

- All Brillion Fulfill platform upgrades will be made available to Roseville as part of the platform licensing fee. No upgrades are mandatory (although we recommend staying up to date with our latest release). We hold release Webinars for each release and publish those Webinars in our support community.
- Brillion continually upgrades and enhances our software. We provide 3 releases each year. We have a standard release process, with pre-release Webinars, release notes, schedules, lists of known issues, post-installation steps, etc. Roseville system administrators will be responsible to review, test and properly release new packages.
- There will be occasional scheduled maintenance periods for Brillion Fulfill and Salesforce during non-working hours; most timeframes are no more than 10- 30 minutes in duration.
- Brillion Fulfill Roadmap releases incorporate major new features from the product roadmap as well as minor product enhancements and fixes for reported defects. These releases are cumulative, and customers can choose when (or if) they want to install a particular release.
- Upgrades to Brillion Fulfill are backwards compatible with local customizations and configurations in our customer environments.

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2026 Standard Rate Card

The proposed AMS pricing is based on a discounted blended hourly rate, which provides cost efficiencies compared to traditional time-and-materials engagements. For transparency, Brillion has included its 2026 standard rate card for comparison purposes to illustrate the cost savings achieved through the AMS subscription model.

Role	**Rate**
Solution Architect	$250
Business Analyst	$210
Project Manager	$210
Development / Integrations	$250
Support	$185

Brillion's 2026 rate card reflects competitive, market-aligned pricing for senior, onshore consulting resources, particularly for specialized Salesforce and utility DSM program management expertise.

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Tab G: Required Statements/Documents

Brillion has provided the following required documents are submitted as attachments to this proposal:

1. Proof of registration with the California Secretary of State
2. Executed Proposer's Certification (Attachment I)
3. Completed Levine Act Disclosure Statement Form (Attachment II)
4. Executed Non-Collusion Declaration (Attachment III)

Brillion provides the statements of assurance:

1. Non-Substitution of Key Personnel (Section 5.0):
Brillion acknowledges and agrees that the designated members of the proposed project team will not be substituted without the prior written approval of City staff.

2. Conflict of Interest (Section 10.4):
Brillion affirms that no conflict of interest exists that would impair its ability to perform the services described in this RFP. Brillion agrees to promptly disclose any potential or actual conflict of interest that may arise during the term of the agreement.

3. Indemnification and Insurance (Section 10.7):
Brillion confirms its understanding of and ability to comply with the indemnification and insurance requirements set forth in the Sample Contract. Brillion agrees to fulfill *all such requirements upon contract execution. Certificates of insurance will be provided as requi*red and are not included with this submittal.

4. Non-Proprietary Proposal Content (Section 10.23):
Brillion confirms that no portion of the submitted proposal is proprietary and that all information provided may be reviewed, disclosed, or retained by the City in accordance with applicable laws and RFP requirements.

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Tab H: Exceptions

Brillion has no proposed exceptions, alterations, or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Attachment Page 20 VI).

Brillion has included additional reference and supporting documents for the City's consideration, which are intended to supplement and be incorporated into the City's agreement without modifying or conflicting with the RFP requirements or Sample Contract terms.

Brillion proposes inclusion of the following exhibit and schedule documents to the City Roseville Agreement; these are standard documents for the implementation of Brillion Fulfill. These are provided below and include the following:

- Exhibit A: Scope of Services
- Schedule 1 to Exhibit A: SFDC Terms of Use
- Schedule 2 to Exhibit A: Support Services

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Tab I: Competency of Proposers

Brillion has no pending or resolved bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, or similar actions filed against the company within the past seven (7) years. Additionally, no client has ever terminated a contract with Brillion for breach. Brillion maintains a strong record of financial stability, ethical business practices, and successful long-term client relationships.

Statement of Financial Resources

Brillion has been in operation for over 20 years and is solely dedicated to providing SaaS software solutions and services to the Utilities Industry across Canada and the United States. We currently partner with approximately 150 utility providers and maintain multi-year licensing agreements with some of the largest investor-owned utilities, publicly owned utilities, utility cooperatives, program implementers, and government organizations. Financially, Brillion is backed by the private equity firm M33 Growth (headquartered in Boston, MA), providing an additional level of financial stability and strategic guidance.

As a privately held company, Brillion does not publicly distribute detailed financial statements as part of proposal submissions. **To provide assurance regarding Brillion's financial resources and long-term viability—and to demonstrate our ability to maintain the staff, sub-consultants, and equipment necessary for continuous project performance—Brillion's Chief Financial Officer will meet with City representatives to discuss the company's financial position and provide appropriate insights.** This approach allows Roseville Electric to assess Brillion's financial strength while preserving the confidentiality of proprietary information.

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Tab J: Technology Projects

The following documents are provided as attachments to this proposal: the completed Technology Security and Standards Matrix (Attachment IV) and the completed Requirements Matrix (Attachment V).

Brillion has provided our Support Services agreement in the following pages for Roseville Electric review. This agreement addresses Brillion's support hours, contact processes, severity classifications, and resolution times.

Recovery Time Objective and Recovery Point Objective

Salesforce's Recovery Time Objective (RTO) is 12 hours and Recovery Point Objective (RPO) is 4 hours. Salesforce's disaster recovery plans currently have the following target recovery objectives: (a) restoration of the Service within 12 hours after Salesforce's declaration of a disaster; and (b) maximum Customer Data loss of 4 hours; excluding, however, a disaster or multiple disasters causing the compromise of both multiple Salesforce data centers at the same time, and excluding development and test bed environments, such as the Sandbox service.

Training Overview and Approach

Roseville Electric, as an established Brillion customer and already has access to Brillion's standard training materials, documentation, and support resources. As part of the proposed Application Management Services (AMS) engagement, Brillion's training efforts will focus on reinforcing existing knowledge, addressing changes introduced through system enhancements, and updating Roseville-specific implementation guides to reflect current configurations and best practices.

Rather than delivering a full implementation training program, Brillion will leverage Roseville's existing familiarity with the platform and apply targeted, role-based training aligned to enhancements delivered under the AMS backlog. The specific training approach, timing, and materials will be confirmed during AMS planning and sprint execution to ensure alignment with Roseville's priorities and minimize disruption to ongoing operations.

The primary objective of Brillion's training and professional services approach is to maintain and strengthen Roseville's long-term self-sufficiency in administering and using the Brillion platform. Brillion continues to rely on a proven "train-the-trainer" model, empowering designated Roseville staff and super users to support broader internal training needs as system updates are introduced. Targeted end-user or administrator training sessions may be provided as needed to support specific enhancements or operational changes delivered through AMS.

Training materials and documentation continue to support two core audiences: end users responsible for managing DSM and energy efficiency program activities, and system administrators—including both IT and line-of-business staff—responsible for configuration and

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ongoing administration. As part of AMS, Roseville-specific implementation guides and documentation will be reviewed and updated to reflect current workflows, configurations, and any enhancements delivered during the engagement.

System administrator enablement will continue to build upon Roseville's existing Salesforce knowledge, leveraging Salesforce-provided training resources where appropriate and focusing Brillion-led efforts on platform architecture, configuration patterns, and Fulfill-specific administration. End-user enablement will emphasize practical workflows and Roseville-specific business processes to ensure enhancements are adopted smoothly and consistently.

As an existing customer, Roseville Electric will continue to have access to:

- The Brillion Support Community
- Product documentation and knowledge base
- Online Brillion implementation guides
- The Brillion Knowledge Base
- Roseville-specific documentation updated as part of the AMS engagement
- Online training, troubleshooting resources, and support communities

Brillion Fulfill Roadmap

Safe Harbor Product Roadmap

The following roadmap outlines Brillion's current product direction and areas of investment under consideration. This roadmap is provided for informational purposes only and reflects Brillion's present plans and priorities, which are subject to change based on customer feedback, regulatory requirements, market conditions, and product strategy.

1. Implementation Cycle Enhancements

Objective: Reduce complexity and dependency on deep Salesforce expertise during program and measure configuration.

- Continued enhancements to Program Process Builder capabilities to simplify configuration of program workflows and approvals
- Expanded Measure Builder tools to streamline measure setup, calculations, and validation
- Exploration of AI-assisted configuration capabilities to accelerate setup, reduce errors, and improve usability

2. Reporting and Tracking Enhancements

Objective: Improve visibility into program performance for both operational teams and executive stakeholders.

- Expansion of high-level dashboards to support program performance monitoring beyond the core DSM team
- Integration of Fulfill reporting into the Brillion Control Center for consolidated operational insights
- Increased flexibility and scalability of cross-measure and cross-program reporting, supporting trend analysis and portfolio-level decision-making

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3. Program Enrollment Support

Objective: Continue evolving enrollment capabilities while aligning with customer-specific portal strategies.

4. Evolutionary Platform Enhancements

Objective: Modernize the platform and reduce long-term operational overhead.

- Potential integration with additional third-party equipment databases, such as AHRI, to improve measure validation and automation
- Continued UX modernization leveraging component-based technologies to improve performance, accessibility, and maintainability
- Introduction of enhanced storage management capabilities designed to reduce overall system storage consumption and associated costs

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Terms and Conditions

Brillion proposes inclusion of the following exhibit and schedule documents to the City Roseville Agreement; these are standard documents for the implementation of Brillion Fulfill. These are provided below and include the following:

- **Exhibit A: Scope of Services**
- **Schedule 1 to Exhibit A: SFDC Terms of Use**
- **Schedule 2 to Exhibit A: Support Services**

EXHIBIT A: SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled "SCOPE OF SERVICES". Notwithstanding any provision herein to the contrary, CONSULTANT's duties and services described in this Scope of Services shall not include preparing or assisting CITY with any portion of CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Scope of Services.

1. Summary.

"Commencement Date" means July 1, 2026.

Initial two-year contract term

Cost Component	Annual Cost	Year 1	Year 2
AMS 0.5 FTE Subscription (Professional Services and Enhancements)	$180,000	$180,000	$185,400
AMS 0.25 FTE Subscription (Ongoing Operational Support)	$81,600	$81,600	$84,048
Platform Licensing (SaaS Fee)	$82,830	$82,830	$85,315
Total Cost	**$344,430**	**$344,430**	**$354,763**

Five optional one-year renewal term

Cost Component	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
AMS 0.5 FTE Subscription (Professional Services and Enhancements)	$190,962	$196,691	$202,592	$208,669	$214,929
AMS 0.25 FTE Subscription (Ongoing Operational Support)	$86,569	$89,167	$91,842	$94,597	$97,435

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Platform Licensing	$87,874	$90,511	$93,226	$96,023	$98,903
Total Cost	**$365,406**	**$376,368**	**$387,659**	**$399,289**	**$411,267**

2. SaaS Solution, Services, and Fees.

(a) SaaS Solution. The SaaS Fee owed by City for the delivery by Consultant to City of the SaaS Solution and Software is set forth above in Section 1 of this Exhibit A. In consideration of City's payment of the SaaS Fee and for the duration of the Subscription Term (defined below), Consultant will deliver to City the "**SaaS Solution**" consisting of access to the Software detailed in Section 1 above via the Salesforce.com platform ("**SFDC Platform**") detailed herein. Consultant is an authorized reseller of the SFDC Platform. By signing this Schedule 1, City agrees to the terms and conditions of the **SFDC Service Terms of Use** attached hereto as Schedule 1. Notwithstanding the foregoing, if City has a pre-existing relationship with SFDC, then SFDC will be responsible for delivering any technical assistance related to this SFDC Platform to City.

SFDC Upgrades for Software

All releases and upgrades to the Salesforce Platform can be monitored in the Customer Production Environment Release Update page, available through Setup as described at: https://help.salesforce.com/s/articleView?id=sf.release_updates_manage.htm&type=5

SFDC Platform Availability for Software

Platform availability for the SaaS Solution – Production Environment resides under the SFDC Main Services Agreement.

(a) Support Services. In consideration of City's payment of the SaaS Fee and for the duration of the Subscription Term (defined below), Consultant will deliver to City the "**Support Services**" detailed in Schedule 2 to this Exhibit A for the Software detailed in Section 1 above.

(b) Subscription Term. The initial term of Consultant's delivery of the SaaS Solution will commence on the Commencement Date and extend through the length of time set forth in Section 1 above.

(c) Implementation Services. The fee for the Implementation Services is set forth above in Section 1 of this Exhibit A (the "**Implementation Services Fee**"). In consideration of City's payment of the Implementation Services Fee, Consultant will deliver to City the "**Implementation Services**" more fully described in Exhibit A-1.

SCHEDULE 1 TO EXHIBIT A
(SFDC Service Terms of Use)

"AppExchange" means the online directory of on-demand applications that work with the Service, located at http://www.appexchange.com or at any successor websites.
"Reseller" means crmOrbit, Inc., a wholly owned subsidiary of Apogee Interactive, Inc.
"Reseller Application" means Brillion Fulfill software.

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"Platform" means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application to You.
"SFDC Service" means the online, Web-based application and platform service generally made available to the public via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding AppExchange applications.
"**SFDC**" means salesforce.com.
"Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of these SFDC Service Terms of Use as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or Reseller at Your request).
"You" and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of these SFDC Service Terms of Use, together with any other terms required by Reseller.
"Your Data" means all electronic data or information submitted by You as and to the extent it resides in the Service.

1. **Use of Service**.
   a. Each User subscription to the Reseller Application shall entitle one User to use the Service via the Reseller Application, subject to the terms of these SFDC Service Terms of Use, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service. If You wish to use the SFDC Service or any of its functionalities or services, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any SFDC Service functionality within it that is in excess to the functionality described in the Reseller Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.
   b. Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases

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operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.

c. You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.

d. You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by these SFDC Service Terms of Use; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

e. You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

2. **Third-Party Providers.** Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products

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or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of these SFDC Service Terms of Use.

3. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in these SFDC Service Terms of Use. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in these SFDC Service Terms of Use.
4. **Compelled Disclosure**. If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
5. **Suggestions**. You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.
6. **Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of these SFDC Service Terms of Use by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with these SFDC Service Terms of Use.
7. **Subscriptions Non-Cancelable**. Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.
8. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.

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9. **No Warranty.** SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SALESFORCE.COM MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE RESELLER APPLICATION. SALESFORCE.COM DOES NOT REPRESENT OR WARRANT THAT (A) THE RESELLER APPLICATION WILL BE AVAILABLE, SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH THE SALESFORCE.COM SERVICE OR ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SYSTEM OR DATA, (B) THE RESELLER APPLICATION, THE PLATFORM OR THE SFDC SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY DATA STORED USING THE RESELLER APPLICATION WILL BE ACCURATE, RELIABLE, OR SECURE, (D) ERRORS OR DEFECTS IN THE RESELLER APPLICATION, THE PLATFORM, OR THE SFDC SERVICE WILL BE CORRECTED, OR (E) THE RESELLER APPLICATION OR THE SYSTEMS USED BY RESELLER TO MAKE RESELLER APPLICATION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PLATFORM AND THE SFDC SERVICE IS PROVIDED STRICTLY ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO RESELLER APPLICATION AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
10. **No Liability.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Further Contact.** SFDC may contact You regarding new SFDC service features and offerings.
12. **Google Programs and Services.** Platform or SFDC Service features that interoperate with Google programs and services depend on the continuing availability of applicable Google application programming interfaces ("APIs") and programs for use with the Platform and the SFDC Service. If Google Inc. ceases to make such APIs and/or programs available on reasonable terms to SFDC, SFDC may cease providing such features without entitling You or Reseller to any refund, credit, or other compensation.
13. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to these SFDC Service Terms of Use.

SCHEDULE 2 TO EXHIBIT A
(Support Services)

This Schedule 2 (the "**Schedule**") details the Support Services that Consultant will deliver to City. For the avoidance of doubt, Consultant will not deliver support services directly to an end user of City.

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Support Description. Consultant will provide support to City through the support portal, telephone and email ("**Support**") as defined in the Service Availability – Initial Contact and Response section below.

Support Service Availability – Initial Contact and Response

Request for Support. Authorized Users will make Support requests by submitting a request via Consultant's customer support web portal at https://brillion.my.site.com/support/ or emailing support@brillion.ai.

Coverage parameters specific to the services covered in this Schedule are as follows:

- Support Community: Monitored 6:00 A.M. to 8:00 P.M. Monday – Friday, Eastern Time Zone.
    - Service Requests received outside of office hours will be collected; no action, however, can be guaranteed until the next business day.
- Consultant shall not offer support on the following days; inquiries received during these holidays will be addressed on the next business day.

Day or Date	Official Name
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas

Service Tiers

Standard and Premier Support activities are defined as follows.

Standard Support

- Answer "How-to" questions on using the system
- Access to knowledge base and relevant documentation
- Address bugs and defects on work delivered by Consultant
- Regular monthly Customer Support calls as needed
- Troubleshoot integrations owned and maintained by Consultant, including renewal of certificates and tokens
- Troubleshoot third-party tools provided by Consultant

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- Software release training & specifications
- Consult on Salesforce updates
- User license requests

As part of the Standard Support Services, Consultant will deliver to City up to ten (10) hours of Standard Support per month. If more than 10 hours are needed, City will need to purchase a Premier Support Subscription.

Inquiry Settlement (Service Defect) Request and Response

The following definitions will be used for this Schedule.

- CRITICAL: Defect Severity Level 1 (S1) – Defined as application is not available to all or substantial number of users and production processing is not available for any business purposes. (i.e. software does not operate. Excludes Internet connectivity issues).
- HIGH: Defect Severity Level 2 (S2) – Defined as part of production application is not working and there is no workaround; major functionality is inoperable or unusable for a small number of users. Also defined as software does not meet in-scope business requirements without a manual work-around or a specific in-scope module of the software is not usable without a manual work-around.
- MEDIUM: Defect Severity Level 3 (S3) – Defined as part of the application is not working for in-scope software features as intended, but a reasonable, jointly agreed-upon work-around exists leaving the essential functions intact and operable.
- LOW: Defect Severity Level 4 (S4) – Defined as minor cosmetic problems within in-scope features of the software that do not impact the established business processes.
- General support (G) – General end user questions about in-scope functionality
- Training requests (T) – Requests for training on in-scope features

Inquiry Settlement (Service Defect) Request and Response Table

Note: General support and Training requests will be prioritized and assessed as part of the support queue.

Request Type	Response Time	Initial Assessment	Update Frequency	Maximum Resolution Time
S1 Critical	During Business hours: 30 minutes Outside business hours: 2 hours	2 business hours	2 business hours	16 business hours
S2 High	2 business hours	4 business hours	4 business hours	24 business hours
S3 Medium	8 business hours	16 business hours	Weekly	40 business hours

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S4 Low	None.	24 business hours	Weekly	Prioritized as part of product roadmap

Inquiry Resolution Reporting

Consultant agrees to report on Inquiry Resolution metrics to City at least once every ninety days.

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Attachment I

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Brillion, Inc.

NAME OF BUSINESS

Signed by:
Jon Ezrine

SIGNATURE

Jon Ezrine, CEO

NAME & TITLE, TYPED OR PRINTED

1551 Emancipation Hwy, Unit 1513, Fredericksburg, VA 22401-4683

MAILING ADDRESS

404-642-6190

TELEPHONE NUMBER

jezrine@brillion.ai

EMAIL

Type of Organization:

____ Sole Proprietorship ___X___ Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

Attachment II

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s):_____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s):_____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

1/16/26	Jon Ezrine	Brillion, Inc.
(Date)	(Printed Name/Title of Authorized Representative)	(Name of business/legal entity)

Signed by:
Jon Ezrine
82CBBDA0CF21442...

(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

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LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A **party** to a proceeding before an agency involving a license, permit, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent.

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A **party**, **or agent to a party**, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

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NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the CEO of Brillion, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 16, 2026 [date], at Atlanta [city], Georgia [state].

Signed by:
Jon Ezrine
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(Signature of Declarant)

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Attachment IV

TECHNOLOGY SECURITY AND STANDARDS MATRIX

The Technology Security and Standards Matrix ("Matrix") will be used to determine the compatibility of proposer's solution to the security and technology standards of the City of Roseville. In the third column from the left, please enter the response to the requirement based upon the possible responses below. An omitted response or a deviation from the alpha responses provided below will be construed to be a "NO" – not supported and/or is not provided as part of the proposal. If you need to add any comments to further clarify your response, please do so in the column specified

Response Code	Definition
Y (YES)	The proposed solution is in compliance with the described standard/requirement
N (NO)	The proposed solution is not in compliance with the described standard/requirement
P (PENDING)	Compliance with the described standard/requirements is scheduled for future release and will be incorporated at no additional charge prior to the system implementation. Please state the estimated release date.
C (COST)	Compliance with the described standard/requirements is not currently available, but can be provided as a modification at an additional cost. The Proposer is to provide an explanation requested in the functional requirements Comments column along with the number of hours and cost for the modification.
E (EXCEPTION)	Notes an exception to the standard/requirement (if the Proposer's solution achieves the same or similar outcome with a different standard).
NA (Not Applicable)	This requirement is not applicable to the proposed solution

#	Solution Standard or Requirement	Response Code	Comments
1	Cloud solutions are hosted on Microsoft GCC with FedRAMP High Impact Level compliance, or similar	Y	The Brillion Fulfill application, built of the Salesforce platform provides industry leading compliance and security. For a comprehensive overview, please visit Salesforce Compliance Site
	Authentication		
2	For City staff logons, vendor is able to integrate with the City's SSO for user accounts using SAML 2.0 standard	Y	The Brillion Fulfill application is fully compatible with the SAML 2 SSO standard and can integrate with SAML-compatible identity providers
3	For logons non-integrated with SSO, system can require password complexity rules (e.g. password length, upper/lower case, numbers, special characters, etc.)	NA	See response to item #2 above.
4	For logons non-integrated with SSO, if system-generated passwords are provided, system allows the option for organization to enforce customers to change the initial password the first time they log in.	NA	See response to item #2 above.
5	For logons non-integrated with SSO, system will allow staff to reset passwords and password is not viewable - self-service is preferred.	NA	See response to item #2 above.
	Server & Operating System		

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6	Vendor solutions runs on one of the City's supported Operating Systems (Please specify which in comments) • Microsoft: Server 2019 or above (preferred) • Linux: RHEL	NA	Brillion Fulfill is a cloud-based application built on and powered by the Salesforce Platform.
7	Operating System is fully licensed and under active support	NA	Brillion Fulfill is a cloud-based application built on and powered by the Salesforce Platform.
8	Operating System is supported by vendor for 5+ years	NA	Brillion Fulfill is a cloud-based application built on and powered by the Salesforce Platform.
9	Physical servers are compatible with 220V rack provided power	NA	Brillion Fulfill is a cloud-based application built on and powered by the Salesforce Platform.
10	Servers can be mounted in existing Roseville racks	NA	Brillion Fulfill is a cloud-based application built on and powered by the Salesforce Platform.
11	Servers do not require separate UPS	NA	Brillion Fulfill is a cloud-based application built on and powered by the Salesforce Platform.
12	Servers do not require any separate batteries or consumables	NA	Brillion Fulfill is a cloud-based application built on and powered by the Salesforce Platform.
	Database		
13	Vendor's solution runs on City's supported database platform (Microsoft SQL Server 2022+)	NA	Brillion Fulfill is a cloud-based application built on and powered by the Salesforce Platform.
14	Solution can function without sysadmin, server, or db_owner roles	NA	Brillion Fulfill is a cloud-based application built on and powered by the Salesforce Platform.
15	Solution can run with Common Language Runtime (CLR) and xp_commandshell disabled	NA	Brillion Fulfill is a cloud-based application built on and powered by the Salesforce Platform.
16	Vendor will provide a Data dictionary to customer	Y	Brillion can provide a data dictionary for the Fulfill application.
	Data Privacy		

17	All city data and end user data will be stored on servers located solely within the continental United States. Please provide exact geographical location of servers.	Y	Roseville Electric's existing Fulfill application is hosted within the continental US. Roseville Electric can determine the server location by using Find My Instance - Trust | Availability
18	Vendor shall provide a third-party audit report(s) (i.e. SOC type II/III) as evidence that all facilities used to store and process city and end user data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification, or disclosure.	Y	The Brillion Fulfill application, built of the Salesforce platform provides industry leading compliance and security. For a comprehensive overview, please visit Salesforce Compliance Site
	Data Security and Integrity		
19	Vendor warrants that all City data and end user data will be encrypted in transmission (including via web interface) at a level equivalent to or stronger than 128-bit level encryption.	Y	In Motion: All transmissions between the user and the Salesforce Services are secured using TLS 1.2 or higher and encrypted using 256 or 128-bit encryption. The Services use International/Global Step Up SSL certificates with 2048-bit Public Keys. At rest: In addition to the encryption in transit described above our solution includes the feature to encrypt custom text fields.
20	Vendor warrants that all city data and end user data that meets Federal criteria for Personally Identifiable Information (PII) will be encrypted in storage (database / data files) at a level equivalent to or stronger than 128-bit level encryption.	Y	In Motion: All transmissions between the user and the Salesforce Services are secured using TLS 1.2 or higher and encrypted using 256 or 128-bit encryption. The Services use International/Global Step Up SSL certificates with 2048-bit Public Keys. At rest: In addition to the encryption in transit described above our solution includes the feature to encrypt custom text fields.
21	Vendor maintains a certification of Payment Card Industry ("PCI") compliance to protect cardholder data.	NA	Brillion Fulfill does not contain any cardholder data.
22	Vendor has geographically diverse hosting facilities that provide redundancy for the system.	Y	Roseville Electric's existing Fulfill application is hosted within the continental US. Roseville Electric

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			can determine the server location by using Find My Instance - Trust | Availability
23	Vendor has network firewalls and security in place to protect hosted customers from internet threats.	Y	Multilevel security products from leading security vendors and proven security practices ensure network security. To prevent malicious attacks through unmonitored ports, external firewalls allow only http and https traffic on ports 80 and 443, along with ICMP traffic. Switches ensure that the network complies with the RFC 1918 standard, and address translation technologies further enhance network security. IDS sensors protect all network segments. Internal software systems are protected by two-factor authentication, along with the extensive use of technology that controls points of entry. All networks are certified through third-party vulnerability assessment programs.
	Data retention and Disposal		
24	Vendor will retain data in an end user's account, including attachments, until the end user deletes them or for the time mutually agreed upon by the parties to the agreement.	Y	The underlying platform Oracle databases are backed up using Oracle Recovery Manager, EMC Data Domain, Veritas NetBackup and Oracle StorageTek tape libraries. Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center and backed up at the primary and disaster recovery data centers. Backups are performed daily at each data center facility without stopping access to the application. Replication is transmitted over an encrypted network (our 10 Gigabit WAVE network with inline high-speed Ethernet encryptors across all data

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			centers). Backups are retained for 90 days. Backup media never leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process. The backup retention policy is 90 days (30 days for sandboxes). Deleted / modified data cannot be recovered after 90 days (30 days for sandboxes). For longer retention, there is a weekly export feature available in the system.
25	Vendor will regularly and reliably backup City and end user data – at least daily - and retain copies of such backups for the time mutually agreed upon by the parties to the agreement.	Y	See response to item #24 above.

#	Requirement	Optional Y/N	Current System Functionality Y/N	Supporting Documentation Required Y/N	Included; Custom; Not Available; Unsure of Feasibility	Included in Base Proposal Cost (Y/N)	Additional Cost	Vendor Comments
	Customer and User Management							
	Ability to provide differing access control via permission levels.	N	Y	N	Included	Y		This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to provide Utility authentication supporting Single Sign-On (SSO) using OAuth 2.0, OpenID Connect, SAML, or Ping Federate integration.	N	Y	Y	Included	Y		This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to build customer authentication online access through entering Harris based CIS tool, Cayenta	Y	N	N	Custom	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	This requirement will be managed and delivered through the proposed Application Management Services (AMS) subscription using a structured backlog, with prioritization and sprint-based execution performed in collaboration with Roseville Electric. This requirement would be addressed by Brillion Development resources in collaboration with Roseville Electric's IT staff and thus is being labeled as Custom.
	Ability to allow for password free access to online customer self-serve rebate processing through validating account number and verifying through email or phone.	Y	N	N	Unsure of Feasibility	N		Customer access to the existing portal environments is likely not possible through account number or email verification.
	Ability to build in CRM features to collect customer contact info, document conversations, manage parent-child account relationships, support mass email campaigns, track customer responses, and allow opt-outs. *	Y	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Ability to integrate with City's current email system, Microsoft Outlook	Y	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Upgrade Compatibility							
	Ability for full build and any custom components to be compatible with future OS upgrades.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Integration and Data Management							
	System Migration and Historical Data Management							
	Ability to provide historical data conversion and import information including account information, project information, files attached to projects and data collected on specific technology measure offerings.	N	Y	N	Included	Y	N/A	If selected, Brillion will continue to provide the same Salesforce environment to Roseville Electric, thus, no historical data migration is required.
	Ability to provide import historical data for 240,000 accounts (468.9MB), 160,00 contacts (312.3 MB), 75,000 projects (146 MB), 100,000 project measures (191.6 MB), 8,542 email messages (191.6 MB) and 150 GB of files attached to projects.	N	Y	N	Included	Y	N/A	If selected, Brillion will continue to provide the same Salesforce environment to Roseville Electric, thus, no historical data migration is required.
	Ability to provide scalable data storage capacity included in base cost, up to 1 terabyte.	Y	N	N	Included	Y	Included in Base Cost for Licenses and Products	Roseville Electric currently utilizes 32% of the available platform data storage, and 134% of the available platform file storage. To date, an additional 50GB of file storage have been provisioned to the Roseville Electric platform and to address the current overage (using 134% of available) our base cost for licenses and products, including data and file storage includes costs for an additional 1TB of file storage and 20GB of data storage -- beyond what is currently provisioned.
	Ability to provide a means to run reporting on historical data including accounts, projects, and data collected on specific technology measure offerings. Data export capabilities needed in multiple formats (CSV, Excel, XML, JSON).	N	Y	N	Included	Y	N/A	If selected, Brillion will continue to provide the same Salesforce environment to Roseville Electric, thus, no historical data migration is required.
	Data Upload and Backup							
	Ability to have monthly (or more frequent) upload capability for City of Roseville customer account info such as account name, contacts, account number, premise, address, email and phone number should through API interaction with IICS Informatica system or CSV uploading tool. Ability for data uploads to allow for updates to existing accounts in system as well as uploading of new accounts.	N	Y	N	Included	Y		This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to have automated export and backup of system data and metadata with vendor collaboration including for replica or sandbox environments. This can include export to third party offsite/cloud backup environment.	N	Y	N	Included	Y		This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to maintain two replica environments including one for development and testing of enhancements and another for testing solutions to defects in the production environment. Replicas should include all data necessary to fully test solutions in the environments	N	Y	N	Included	Y	Included in Base Cost for Licenses and Products	Roseville Electric currently has 2 full sandbox environments provisioned to the Roseville Electric platform. Our base cost for licenses and products includes the continued subscription for these 2 full sandbox environments.
	Ability to auto export in mass solutions created in the replica environments rather than manual build process duplication.	N	Y	N	Included	Y		This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to upload in mass CSV files for automated project creation of up to 100 projects. Project info may include quantity, energy savings, tons, square ft, horsepower, etc., and may also include direction on a name and address to received payment including identifying current customer or contractor accounts.	N	Y	N	Included	Y		This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Data Retention							
	Ability to permanently store 13,000 solar projects plus an additional 1,500 for new solar projects annually. Each solar project will contain several attachments, and data for several solar arrays and batteries that must be accessible. Ability to temporarily store about 20,000 projects for between 2 and 5 years. Temporarily stored projects to include attachments and measure offering data.	N	Y	N	Included	Y	Included in Base Cost for Licenses and Products	As described in our response to "Ability to provide scalable data storage capacity included in base cost, up to 1 terabyte." our base cost includes adequate data and file storage for these projects and supporting attachments/files.
	Security and Compliance							
	Certifications and Standards • SOC 2 Type II and ISAE 3402 reports. • ISO 27001 and FISMA certifications. • Industry-standard encryption and secure data transmission and storage. • Security patching and data destruction policies.	N	Y	N	Included	Y		The security and compliance requirements are currently met through the Salesforce platform and energyOrbit application and will continue to be supported for any future platform upgrades.
	Technology Stack and Hosting							
	Vendor to be able to provide description of system architecture, third-party dependencies, development and hosting environment and data center locations and security protocols.	N	Y	Y	Included	Y		By building Brillion Fulfill on the Force.com platform we can provide unmatched reliability, security, and scalability. For a detailed overview please see the Appendix: Platform Security
	Disaster Recovery							
	Vendor to be able to provide a documented disaster recovery plan with recovery time objectives and routine testing to be provided. Ability to guarantee no more than 15 hours of system downtime per year, except if utilizing overnight hours for system maintenance and upgrade.	N	Y	Y	Included	Y		By building Brillion Fulfill on the Force.com platform we have achieved 99.99% system uptime since 1999. The platform's disaster recovery is supported through real-time replication within each data center and near real-time replication between the primary and disaster recovery data centers, with all data transmitted over encrypted links and regularly tested to verify projected recovery times and customer data integrity.

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	Privacy							
	Vendor to be able to conduct business while ensuring no sharing or selling of Roseville customer information outside of City of Roseville.	N	Y	N	Included	Y		Brillion will never share or sell any Roseville Electric customer data.
	Processing Requirements							
	Vendor to be able to provide quick processing speeds. Target CPU processing times of 10 seconds or less for synchronous Apex, experience page time loads and no more than 60 seconds for asynchronous apex, DML operations, SQL queries and SOQL queries. System to provide tools to monitor and optimize transaction processing speeds.	N	Y	N	Included	Y		By building Brillion Fulfill on the Force.com platform we are able to deliver to these processing requirements, today and in the future.
	Program and Measure Build							
	Vendor to be able to build out all programs and measure offerings described in scope including Environmental Utilities programs with annual cloning capability, Electric Energy Efficiency programming, New Construction programming, Electric Vehicle and Charging programs, Solar Programming, Invoice Tracking Programming and Behavior Programming.	N	Y	N	Included	Y		Roseville Electric's existing platform already supports many of the current, existing program types and measures. These program configurations are delivered using proven, existing platform functionality. Any new or upcoming programs, measures, or modifications identified within this RFP that are not already configured will be implemented through the proposed Application Management Services (AMS) subscription. Under AMS, Brillion will collaborate with the Client to catalog, prioritize, and configure these requirements within a structured backlog and sprint-based delivery model, ensuring timely implementation aligned with program objectives.
	Account Functionality							
	Ability to build system accounts that store multiple contacts.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to set a primary contact to be utilized for automated attachment to projects as a primary contact to be utilized in automated emails.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for accounts to store account number, premise number, and customer numbers from CIS system.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for accounts to store all automated outgoing emails.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for accounts to store notes and attachments.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for accounts to store records for all projects related to the account.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Trade Ally Account Functionality							
	Ability for Trade Allys to self create accounts to be utilized by the rebate processing system through an online fillable form or portal.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for contractor account creation to support storing of state and local business licenses numbers, business type information and a tax ID.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for Trade Ally application process to support online agreement verification to Roseville's contractor code of conduct.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for contractor account application process to support approvals or denial by Roseville staff.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for Trade Ally accounts to store links to outgoing emails and projects their account is involved in.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Program Fields and Functionality							
	Ability for programs to allow multiple measures or project offerings.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for programs to allow for updating offerings/measures names, incentives, incentive calculations, deemed energy savings or energy savings calculations	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for measures to be able to be expired through date editing.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for measure offerings to have cloning or copying functionality to allow for easy creation of similar measures while changing one or more attributes such as the naming convention, incentive level, or assigned energy or water savings.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for programs to allow for maintaining program requirements that will be presented to customers or staff in processing including free form answers, drop downs, yes/no, and attachments.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for program requirements to be able to be edited and expired through date editing.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to have programs tracking dollars spent against program and remaining annual budgets.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to have programs that allow for multiple simultaneous budget tracking such as storing and tracking budgets for calendar year and fiscal year date ranges simultaneously. Example:7/1/2026-6/30/2027 and 1/1/2026-12/31/2026.	Y	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Ability to have programs that allow for attaching a multi part GL codes which will then roll up to a project and eventual project payment reporting so that project payments can be paid out of appropriate budgets.	Y	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for programs to track links of projects created under them with information displayed such as project name, status, created date, payment date, and included measures/offerings, incentive, kW savings, kWh savings, info on if created in customer portal or not.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for projects linked to program to be sortable based on created date, paid date or measure offering.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Project Fields and Functionality							
	Ability for project to include links back to associated program, accounts and contacts.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for projects to have functionality for automated project naming formulas with program names, customer names, and customer addresses included.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for projects to store a project manager field based on a formula copying from assigned manager to program.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for project contact assignment and info to be editable and allow for email additions and updates.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for project fields/interface to be customizable based on program type – i.e. water, electric, solar, residential, commercial.	Y	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for projects to allow for adding multiple project measures/offerings into one project.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for project to store totals rolled up from the measure offering level in terms of total energy savings, water savings, incentives, or solar size from one or multiple measure offerings that may be added on the project.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for project status selection to be possible to tailor to program type – i.e. water, electric, solar, residential, commercial.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.

	Ability for projects to be able to store automated outgoing emails on the project to make possible to view content and recipients at later dates.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to pay Account Holder, Alternate Account Contact, Contractor, or other third party and view name and address payments will be sent to.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to drag and drop attachments and emails into project.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to configure links between specific program requirement questions and specific measure offerings on a program so that requirements only populate when specific measures are chosen as part of a project.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to configure project requirements to include options to fill in free form answers, drop downs, or to allow attachments.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for requirements to allow for satisfaction through simple checking of a check box even if alternative satisfaction meeting functionality is also available.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to configure projects that allow the ability to set time limits for expiration and automated status changes and emails that will be set after this time limit is met.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Project Approval							
	Ability to designate approval workflow based off of program types or individual program names.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to have project approval workflow visible to staff processing projects, including locating exactly which supervisory employee has a project available for them in their queue to approve.	Y	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Ability for project approval workflow to allow for between 1 and 4 approvers.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for additional project approver assigning to be configurable for automation based off of various incentive thresholds .	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for approval queue owners to be reassigned so that with one change the approver for all programs under a certain category can be changed.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for project approval workflow to allow for projects to accumulate for approver users in a queue to view all projects available for approver in one list, complete either individual or mass approval.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for approval queues to display project names, program incentives, payment recipient, and payment recipient address and any special notes from processor.	Y	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Ability for project approval workflows to optionally allow for each approver user to decide if they would like alerts for new projects in their queue to come through with an email notification including link to the project. Equally important is that a project arriving in approval queue does not have to occur through email notification.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to configure approvals so that the last necessary approver in the approval chain will trigger an automated status change marking the project as ready for payment.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Project Date Stamps							
	is created, reserved, approved for payment and finale through payment processing. These date stamps will then be utilized for reporting purposes. Environmental Utilities project to include date stamps for pre and post inspection with functionality for time allotments between statuses, and time thresholds initiating project expiration.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Project Payment Processing							
	Ability to produce report of a batch of projects that have moved through all necessary approvals and are ready for payment.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for batch reports to be able to be separated between Environmental Utility specific projects, Energy Efficiency projects and EV related projects, and any newly created categories.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for batch payment reports to be stamped for the day they were created, include project names, payee names, payee address, and identify whether the payee is a customer or contractor, include an identifying number for the batch report and include the accounting string for projects to be paid out of.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Project Payment Processing Through Bill Credit							
	Ability to configure system to integrate with Harris Customer Information System, Cayenta, or to utilize an API to populate bill credits for appropriate accounts with project incentive amounts.	N	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Ability to configure system to utilize information uploaded from Utility Billing system in the creation of system accounts such as account number and premise number and utilize this information to credit the appropriate accounts through an automated process.	N	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Measure/Offering Fields							
	Ability to collect information on quantity, tons, length, square ft, horsepower make, model, date purchased, date installed, price before rebate, serial number, CFM High, CFM low, vehicle class, efficiency rating, building type etc. and unlimited customizable options to collect data on measures/offerings.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for some measure fields to be displayed only to staff, and others to both customers and staff.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to include validation rules which alert if entered values on measure offerings are outside of expected range or pre determined limits.	Y	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for validation rules to include incentive caps, and quantity limits.	Y	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to create validation rules which prevent process from moving forward when not followed.	Y	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to copy or clone measures to create new offerings on same, new or different programs utilizing the same fields sets and calculations but attaching new inputs such as new measure names, new energy savings inputs, and new incentive inputs when needed.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.

	Measure Calculation Functionality							
	calculations: o Incentives per ton o Incentives per Quantity o Incentives per length o Incentives per Horsepower o Incentive per square ft o Energy savings per ton, horsepower, length, square ft, and CFM quantity. o Water savings per square ft	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to configure the ability for staff to override both calculated energy savings and calculated incentives.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to customize future calculations for energy, water savings or incentives based on multiple customizable variables.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Online Customer and Trade Ally Portal							
	Portal Accessibility							
	Ability for portal to follow California specific guidelines for Title II of the Americans with Disabilities Act (ADA) and Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA for web content and mobile apps. This includes: • Providing text alternatives for images and document links (e.g., alt text) • Providing captions for videos • Ensuring sufficient color contrast between text and background • Ensuring that all PDF documents adhere to the aforementioned accessibility requirements. • The text within the PDFs should be selectable, allowing users to highlight it with their mouse.	N	N	Y	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	As described in the letter from Brillion on December 5, 2025, Brillion is committed to the following deliverables and timelines. By April 24, 2026, our energyOrbit / Fulfill software will: • Support WCAG 2.1 Level AA conformance for public-facing interfaces and outputs, as required by federal and California law. • Support compatibility with assistive technologies, including screen readers and keyboard navigation. • Provide documentation of accessibility conformance, such as a VPAT, upon request. This approach enables Brillion customers to meet their obligations under laws including ADA Title II, Section 508, and California Government Code Section 7405. The company expects to release these updates to customers no later than March 27, 2026. Brillion performs WCAG compliance scans across all customer environments to assess accessibility status and identify any gaps. Brillion will collaborate with Roseville Electric personnel to prioritize, remediate, and validate the resolution of identified items, with the goal of achieving and maintaining WCAG compliance. Any product configurations, branding, styling, and other portal elements that must be updated to meet WCAG compliance will be managed between Brillion and Roseville Electric under the proposed Application Management Services (AMS) engagement.
	Ability for portal pages to be optimized for AI compatibility.	N	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Online Application Portal Functionality							
	Ability to build portal application process for all residential programs listed in scope for Electric and Environmental Utilities. (Solar not included)	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to expand portal access to 10-15 commercial programs described in scope.	Y	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Ability for portal application process to be accessible from all major browsers including chrome, and edge.	Y	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for portal application to be accessible in all major cell phone and tablet devices including iPhone, android, pixel, galaxy, iPad, Samsung tablet, amazon fire, Microsoft surface, and Chromebook tablets.	N	Y	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Ability for Trade ally application process to support Trade Ally access to adding customer email for notifications if one is not already provided in the system.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for customers to be able to add in their email for notifications if one is not already in the system.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to provide portal links directly to individual portal application pages for each of Roseville's program webpages but also allow for options for customers to be able to view all available portal programs.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for online application process to facilitate applying for multiple offerings in one application and to be able to easily drill down to preferred selection.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for applicants to be able to fill in any measure specific data through portal application process such as quantity, tons, length, square ft, gallons etc.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for customers to be able to enter application process without password via entering account number and street address digits.	Y	N	N	Unsure of Feasibility	N		Customer access to the existing portal environments is likely not possible through account number or email verification.
	Ability to facilitate username and password entry into portal application process for customers and facilitate customer password self reset process.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to configure requirement questions within portal process that can be answered by customers or contractors utilizing free form answers, drop down question answers and attachments. Information to automatically populate in back end processing viewability once submitted by customer or contractor.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to allow for dragging and dropping of files into online rebate portal process to satisfy requirements.	Y	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Ability for portal to allow attachment of word, pdf, excel and varied image attachments without stringent file size limits, or with functionality in app to easily reduce file sizes.	N	Y	N	Included	Y	N/A	The platform allows for attachment of multiple file types, however, there are strict file size limitations of the Salesforce platform. The maximum file size is 2GB. There is no current or known future functionality on the Salesforce platform roadmap to help users reduce file size within the portal experience.
	customer and contractor access after initial submittal but allow for re-entry into the application process through staff status change such as "need info," or "application rejected."	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for portal application process to facilitate re-entering online portal application when additional attachments or information is required.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for portal application process to facilitate a "reservation" phase and a "post reservation" phase supporting separate requirement questions and document collection for the reservation portion of the project and the final docs portion of the project.	Y	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities

	Functionality allowing online portal process to contain a viewable list of projects to customers and or contractors showing all historical projects, incentive amounts and their statuses, including functionality to sort projects by date.	Y	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Functionality in online portal application process to allow designating an alternate address for payment recipient.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Contractor Trade Ally Online Application Functionality							
	Ability for Contractor application process to allow for multiple contracts from a single company to have access to submitting project on the company's behalf.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for Trade Ally to be able to apply for rebates on behalf of customers through providing customer's utility account number and digits from street address, or some other accessible verification that includes information not available to a contractor unless working directly with a customer.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for Trade Allys to be able to select per project if they will receive rebate payment, or if they elect to send rebate payment to the customer, the customer at their account address, a different address, or a third party corporate office.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for Trade Ally application process to allow sending incentives to an alternate corporate office name and address, or alternate address for customer.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Email Functionality							
	Ability for outgoing emails to both be sent by and cc City of Roseville shared email addresses allowing for customer's replies to populate directly into shared City email inboxes.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to customize automated emails sent during various project milestones such as project status changes.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for automated emails to have small sections populated through manual entry in project processing system such as "reason for rejection" fill in or drop down options, or fill ins for what additional information in required with the project.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability for automated emails to be accessible for full manual edits prior to being sent if desired.	Y	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Ability to have automated emails pulling in key project information fields such as project name, primary project contact, primary contractor, project id numbers, reason for rejection, information needed, incentive amounts, etc.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	the following: Interconnection approval for solar, permission to operate notices for solar, reservation confirmations, rebate application received confirmations, rebate reservation approved confirmations, notice for pre inspection scheduling, notice for post inspection scheduling, information needed request, application rejected notice, rebate approved confirmation, and rebate payment on it's way confirmations.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to allow DKIM keys or other spoof prevention technology.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	AI Enhancements							
	Ability to provide enhancements leading towards AI recognition of documents and images provided on online portal application process or uploaded by staff to automate the creation of projects and fill in data regarding various	Y	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through
	Vendor to provide documentation of any AI functionality in it's product currently or in development.	Y	N	Y	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and	where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through
	Reporting Functionality							
	Ability for Utility staff to have access to create reports themselves without the need to rely on vendor.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to access reports that include the option to bring in fields and filter on fields within multiple objects simultaneously such as accounts, contacts, programs, projects, measures/offerings and various fields stored on each of these objects such as specific fields collected within measure offerings.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to configure reports to include or exclude results based off of key words in programs, measures or project statuses.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to run reports from fully customizable date ranges.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Ability to schedule report running including automated date adjustments for new week, new month, new year and automated emailing of report results.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Key Reports Required							
	Ability for system to produce the following Reports:				Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Interconnection Weekly automated report showing number of solar arrays and battery interconnections under each solar program type. Data included would be account names, address, project name, solar expansion status, account premise number, and various kW and kWh ratings related to the arrays and batteries.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	All time solar Report that can generate data on all time solar array interconnections and batteries similar to the interconnection report which will include historical data back to around 2012.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	1037 A report with customizable dates typically set for fiscal year that can display all incentivized energy efficiency measures over the course of a year under their program category and display info for each measure category of total kW saved, kWh saved, total tons, total CFM units, length, horsepower, total quantity of each measure and total incentive of each measure.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.

	1099 A report showing all payments over the course of a calendar year including which payments went to customers, contractors, or other third parties. Data must also show what programs these payments occurred under. Payments for contractors must display contractor business type and tax ID. Report will be utilized with a pivot table after extract unless other functionality can be provided within application. Roseville must track entities with $600 or more of cumulative incentives paid by Roseville in order to issue 1099 tax forms to businesses and individuals.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	All time EVs and Chargers Report that can generate data on all time LCFS payments based off of a tag in program names. Report data must include historical projects dating back to around 2012.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Budget Reports Reports with customizable date ranges which can be used to show year to date spending per program including reservations and remaining budgets based off of budgets entered per program for the set time period such as fiscal year or calendar year.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Measures over time Reports that can show participation, quantity and energy savings of any group of measures over any customizable time period including historical data.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Dashboards Ability to see trendlines for measure participation and spending over a particular measure category, which will include several measures combined into one data category. These trendlines should be able to track participation, spending and energy savings of a measure category month to month over several years. (i.e. showing the trends of Heat Pump HVAC measures as a category although there will be several individual offerings that fall under that category)	Y	N	N	Included	Y	See Tab F: Cost Proposal for details on the proposed AMS subscription services and associated fees.	Brillion proposes to address this capability through the Application Management Services (AMS) engagement, where it has been included in the initial AMS backlog. The requirement will be further evaluated during discovery and due diligence, prioritized in coordination with the City, and delivered in alignment with the AMS implementation approach. Scope, configuration approach, and delivery timing will be determined through backlog refinement and sprint planning to ensure the requirement is addressed efficiently and in accordance with overall project priorities
	Dashboard showing total number of created or paid projects by month for several key categories such as Res Energy Efficiency, Res Electric Vehicles, Commercial Energy Efficiency, and Commercial Electric Vehicles.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.
	Dashboards showing split out for energy efficiency projects submitted by customers, contractors, and submitted by email vs online portal process.	N	Y	N	Included	Y	N/A	This functionality is currently part of the existing Roseville Electric configuration and will continue to be supported for any future platform upgrades.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.31
File #: 0900-04-01
Item ID: 2026-456

Title:	Fiscal Year (FY) 2026-27 Road Maintenance and Rehabilitation Account Project Identification
Contact:	Laura Salcedo 916-774-5437 lsalcedo@roseville.ca.us

SUMMARY

Staff recommends, as required by Senate Bill 1, approval to identify the South Cirby and Cirby Ranch Residential Resurfacing Project for use of the City's FY2026-27 funding allotment from the State Road Maintenance & Rehabilitation Account Fund. No General Fund resources will be used for the project.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution, as required by Senate Bill 1 (SB-1), identifying the South Cirby and Cirby Ranch neighborhood resurfacing project for use of the City's FY2026-27 funding allotment from the State Road Maintenance & Rehabilitation Account (RMRA) Fund.

BACKGROUND

Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017, was signed into law in April 2017 to address the budget shortfall for maintenance of existing infrastructure throughout the state. As part of the legislation, local agencies are required to list all proposed projects scheduled to receive SB-1 funding by resolution prior to receiving an apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds in a fiscal year. The funding is restricted to street maintenance, rehabilitation, safety, and transit projects. The California Transportation Commission (CTC) issued the requirement that project lists for the 2026-2027 fiscal year are due by July 1, 2026. The attached resolution fulfills that requirement.

The Project includes the installation of ADA-compliant curb ramps, repairs of damaged curb and gutter, removal and replacement of failed asphalt roadway sections, and the application of a preventative maintenance surface treatment. The streets scheduled to receive the new curb ramps, maintenance and resurface application are shown on the attached map.

The estimated useful life of these improvements is 7 to 10 years. Construction of South Cirby and Cirby Ranch Resurfacing Project is planned to begin in late 2026 with the installation of ADA compliant curb ramps and concrete repairs, followed by the resurfacing application beginning in the summer of 2027. This project is a part of the City's proactive street pavement maintenance program designed to seal, protect, and preserve the underlying pavement by applying relatively affordable asphalt resurfacing products. Preventative maintenance surface treatments protect the existing asphalt surfaces and extend the life of the underlying pavement. This keeps our streets in good condition, avoiding pavement failures that would require more costly rehabilitation and reconstruction.

In addition, the City maintains a pavement management software database to help guide staff as to which streets should be resurfaced in any given year based on field inspections and pavement condition data collected at three-year intervals. The software allows staff to resurface streets in a systematic way that

ensures we get the most out of the City's limited funding over the long term.

Public Works staff will work closely with the Public Affairs and Communications Department to keep the community informed of the project and its impact. Notifications may include, but are not limited to: mailers, door hangers, signage, social media, website (roseville.ca.gov/resurfacing), and email newsletters.

FISCAL IMPACT

The City is estimated to receive $4.4 million from the Road Maintenance & Rehabilitation Account (RMRA — also known as SB-1) Fund in Fiscal Year 2026-27. The engineer's estimate for the South Cirby and Cirby Ranch Resurfacing project is $7.5 million and will be funded by the FY26/27 allotment of RMRA funding. Staff plans to return next year to identify the project for the FY27/28 allotment of RMRA to fund the remaining portion of the project. Additionally, some Highway User Tax funds may be used. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

The proposed project involves the maintenance and minor alteration of existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Laura Salcedo, Assistant Engineer

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Area Map
2. Resolution 26-237
3. CEQA Exemption - Cirby Ranch and South Cirby Curbs and Resurfacing (Class 1)

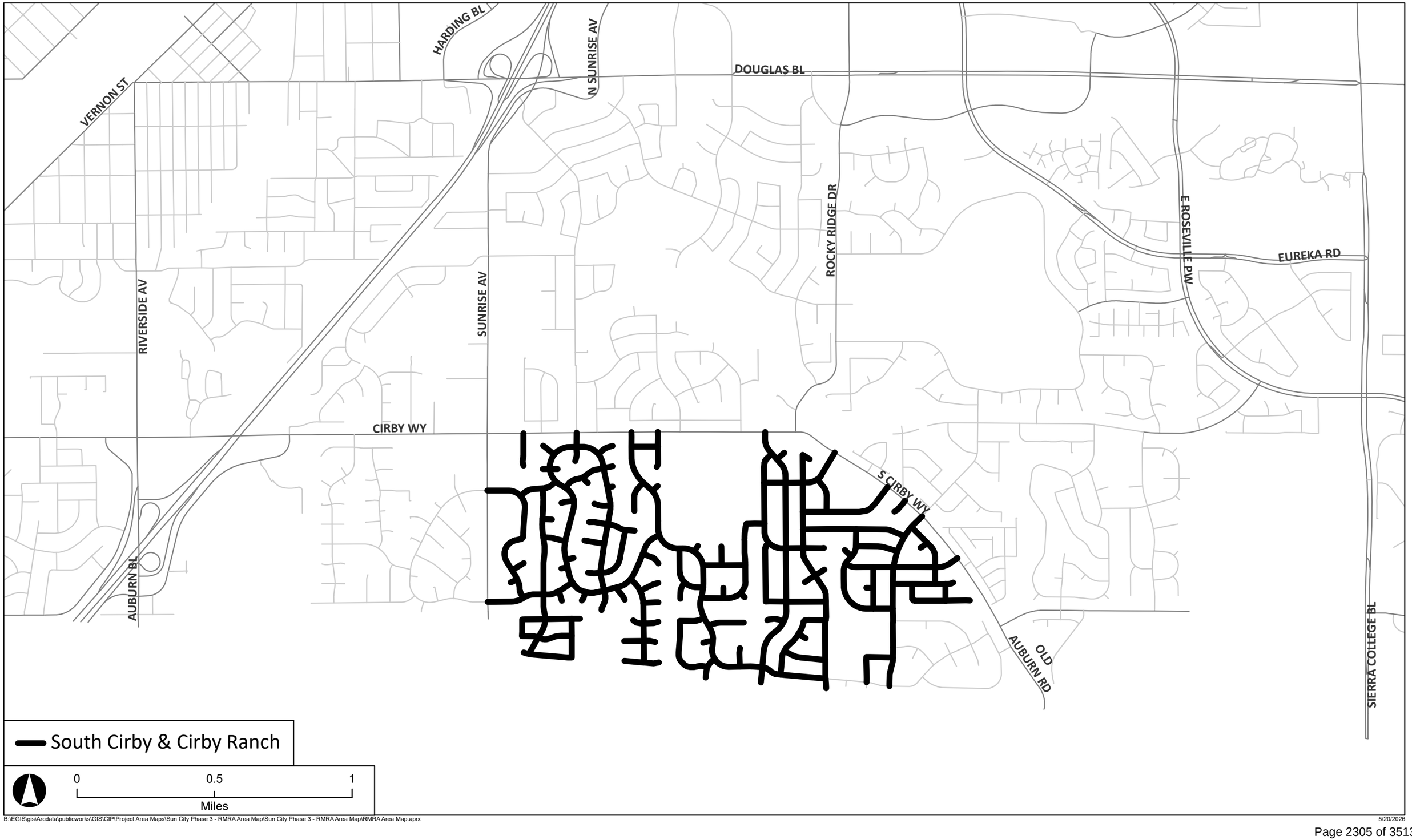
REVIEWERS:

Laura Salcedo, Public Works Department - Engineering - City Projects	Created/Initiated - 5/21/2026
Jesse Khatkar, Public Works Department - Engineering - City Projects	Approved - 5/21/2026
Noah Siviglia, Public Works Department - Engineering - City Projects	Approved - 5/27/2026
Stefanie Kemen, Public Works Department - Administration Division	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

CITY OF ROSEVILLE CALIFORNIA

FY26-27 RMRA Area Map

Public Works - Engineering



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5/20/2026

RESOLUTION NO. 26-237

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $4,460,000 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the tenth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate roads infrastructure throughout the City this year and many similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Roseville, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

The Cirby Ranch and South Cirby Resurfacing Project. The Project includes the installation of ADA-compliant curb ramps, repairs of damaged curb and gutter, removal and replacement of failed asphalt roadway sections, and the application of a preventative maintenance surface treatment. The project is located at Cirby Ranch and South Cirby neighborhoods (Exhibit A). The project is estimated to start late 2026 based on the component being funded with RMRA funds. The estimated useful life of these improvements is 7 to 10 years.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

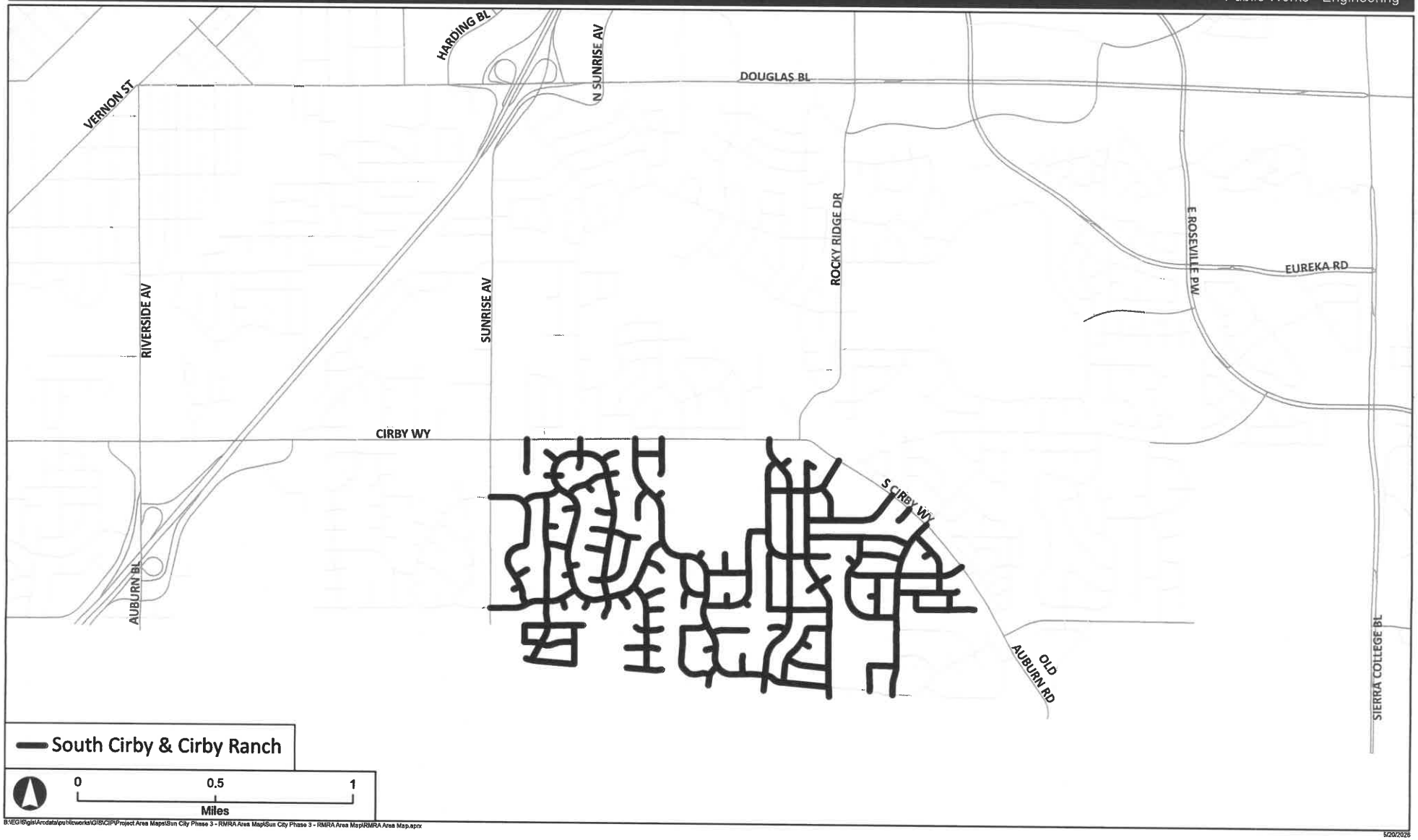
_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

EXHIBIT "A"

FY26-27 RMRA Area Map

Public Works - Engineering



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5/20/2026

Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Cirby Ranch and South Cirby Resurfacing Project

Project Location(s): Local streets located east of Sunrise Avenue and south of Cirby Way in the Cirby Ranch and South Cirby neighborhoods.

Project Description: The proposed project includes the installation of ADA-compliant curb ramps, repairs of damaged curb and gutter, removal and replacement of failed asphalt roadway sections, and the application of a preventative maintenance surface treatment on and along existing residential roadways in the Cirby Ranch and South Cirby neighborhoods. Preventative maintenance surface treatment provides waterproof membrane to protect the existing asphalt surface and extend the life of the underlying pavement. None of the maintenance actions or repairs would increase the capacity of the roadways or their use.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Public Works Department

Reason why this Project is Exempt: This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

> "Class 1 consists of …maintenance...[and] minor alteration of existing public facilities, ….involving negligible or no expansion of use beyond that previously existing…. examples include highways, streets, sidewalks, gutters, bicycle and pedestrian trails…."

The project is confined to existing streets within City right-of-way and would not result in expansion of use. No environmentally sensitive resources are located within the project site; therefore the Class 1 exemption is applicable to the proposed project.

Lead Agency Contact Person: Laura Salcedo, Public Works Department, 311 Vernon Street, Roseville, CA 95678 (916) 774-5437.

Signature: Jessica Lynch Date: 5/21/2026

Jessica Lynch, Environmental Coordinator, City of Roseville

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.32
File #: 0203-03
Item ID: 2026-459

Title:	Ferric Chloride (BACC 06-2026) - Contract Purchase Agreement
Contact:	Becky Philipp 916-746-1110 bphilipp@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with Kemira Water Solutions, Inc. in the amount of $1,085,450 for the supply and delivery of ferric chloride for FY2026-27. Sufficient funding is included in the Environmental Utilities Department's proposed FY2026-27 Wastewater Operations Fund budget.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving Contract Purchase Agreement (3005339) with Kemira Water Solutions, Inc. as the lowest responsive bidder for Bay Area Chemical Consortium (BACC) Bid No. 06-2026 for the supply and delivery of ferric chloride for the Dry Creek Wastewater Treatment Plant and Pleasant Grove Wastewater Treatment Plant and authorizing the City Manager to execute the agreement on behalf of the City of Roseville.

Staff further requests that the City Council authorize the City Manager or his or her designee to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

BACKGROUND

The Environmental Utilities Department's Dry Creek Wastewater Treatment Plant and Pleasant Grove Wastewater Treatment Plant have an ongoing requirement for ferric chloride, which is used to treat digesting sludge to reduce the amount of hydrogen sulfide gas produced during the digestion process. This chemical will be purchased as needed throughout the year.

In February 2026, the City participated in a regional chemical bid led by the BACC, with the Bay Area Clean Water Agency serving as the coordinating agency. BACC is comprised of water and wastewater agencies in the Northern California area, working together to purchase chemicals by combining bid solicitations. BACC is an informal cooperative that advertises and opens sealed competitive bids and then prepares bid recommendations. Combined bid solicitations offer vendors an opportunity to sell greater quantities of their products. Because more than 50 public agencies are now participating, significant savings for chemical purchases are being passed along to the agencies' water and wastewater customers.

FISCAL IMPACT

The FY 2026-27 not-to-exceed amount included in this agreement is $1,085,450. Sufficient funding is included in the Environmental Utilities Department's proposed FY 2026-27 Wastewater Operations Fund

budget for this purchase. Projected spending for the optional renewal years is as follows: FY 2027-28, $1,194,000; FY 2028-29, $1,313,400; and FY 2029-30, $1,444,740.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed contract purchase agreement does not include the potential for significant environmental effect and is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Becky Philipp, Purchasing Supervisor

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 26-205
2. Contract Purchase Agreement
3. Bid Summary Sheet

REVIEWERS:

Becky Philipp, Finance Department - Purchasing	Created/Initiated - 5/20/2026
Shannon Wiest, Finance Department - Purchasing	Approved - 5/26/2026
Scott Pettingell, Finance Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/4/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-205

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KEMIRA WATER SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005339) for Ferric Chloride (BACC 06-2026), by and between the City of Roseville and Kemira Water Solutions, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20___, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005339

Supplier Details:

Company	Kemira Water Solutions Inc
Contact	Christina Imbrogno
Address	4321 W 6th St
	Lawrence, KS 66049

Submit your response to:

Company	City of Roseville
Contact	"Becky" Rebecca Philipp
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1110
Fax	(916) 746-1115
E-mail	BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005339

Agreement	**3005339**
Agreement Date	**20-APR-2026**
Change Order	**1**
Change Order Date	**20-APR-2026**
Revision	**1**
Agreement Amount	**1,085,450.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Kemira Water Solutions Inc
4321 W 6th St
Lawrence, KS 66049
Phone: (785) 842-7424
Fax: ()
Email: kwsna.bids@kemira.com

Description of Labor, equipment and/or materials

VENDOR SHALL SUPPLY AND DELIVER FERRIC CHLORIDE ON AN AS-NEEDED BASIS AT A COST OF $1,221 PER DRY TON IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS, AND ATTACHMENTS OF BACC BID NO. 06-2026.

PLEASE CONTACT JASON FICK AT THE PLEASANT GROVE AND DRY CREEK WASTEWATER TREATMENT PLANTS AT (916)746-1940 OR JFICK@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

*The total agreement amount is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15250	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**30-Jun-2027**	**"Becky" Rebecca Philipp** Phone **1-916-746-1110**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

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Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management

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and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state, and local laws and ordinances, including

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but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
21. Contractor certifies that Contractor, its employees, directors, officers, agents,

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subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

25. If Contractor produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Contractor shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or California law. Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Contractor's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00846746

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_X_ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

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_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/16/26 JS

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:_X__
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Supplier

Signature: Signed by: Christina Imbrogno C2945B196D6F4DB...

Print Name: Christina Imbrogno

Title: Manager, Commercial Support, Urban Water, NA

Date: 4/20/2026

Supplier

Signature: DocuSigned by: GAYLA WALKER 3E5937B9B8E34A6...

Print Name: GAYLA WALKER

Title: Commercial Support Urban Water, US

Date: 5/1/2026

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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KEMIRA WATER SOLUTIONS, INC.

CERTIFICATE OF THE SECRETARY

As of February 10, 2025

The undersigned, Shannan Krippner, hereby certifies that she is the duly elected, qualified, and acting Assistant Secretary of Kemira Water Solutions, Inc., a Delaware corporation (the "***Corporation***"), and the undersigned hereby further certifies that:

1. As of the date hereof, the persons named below are the duly elected and qualified officers of the Corporation holding the offices set forth opposite their respective names:

Officers	Title
Paul Kimberling	President and Treasurer
Jeremy Buttram	Assistant Treasurer
Susan B. Radcliffe	Vice President and Secretary
Adisty Womack	Assistant Secretary
Shannan Krippner	Assistant Secretary

2. Attached hereto as Exhibit 1 is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, effective as of February 3, 2025 and the relevant portion of Exhibit A attached thereto, and such resolutions have not been in any way amended, modified, revoked or rescinded since their adoption and remain in full force and effect as of the date hereof.

[*Signature page follows*]

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IN WITNESS WHEREOF, the undersigned has executed this Certificate of the Secretary as of the date first written above.

Shannan Krippner
Assistant Secretary

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EXHIBIT 1

Resolutions adopted by Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, effective as of February 3, 2025

Removal and Appointment of Officers

NOW, THEREFORE, BE IT RESOLVED, that effective as of the date hereof, all of the officers appointed by the Board prior to the date hereof are hereby removed from their respective offices;

FURTHER RESOLVED, that effective as of the date hereof, the following named persons be, and hereby are, elected to the offices of the Corporation opposite their respective names, each to serve until his/her successor is duly elected and qualified or his/her earlier resignation or removal:

Name	Title
Paul Kimberling	President & Treasurer
Jeremy Buttram	Assistant Treasurer
Susan B. Radcliffe	Vice President & Secretary
Adisty Womack	Assistant Secretary
Shannan Krippner	Assistant Secretary

Signature Authority

FURTHER RESOLVED, that effective as of January 1, 2025, the individuals set forth on **Exhibit A** attached hereto (each, individually, an "***Authorized Person***" and collectively, the "***Authorized Persons***") be, and hereby are, authorized, empowered, and directed, by and on behalf of the Corporation to execute and deliver in the name and on behalf of the Corporation the documents described opposite their respective name on **Exhibit A**, and any documents so executed and delivered by any Authorized Person between January 1, 2025 and the date hereof are hereby ratified, confirmed and approved;

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EXHIBIT A to Resolutions adopted by Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, effective as of February 3, 2025

Signature Authorization

Water Solutions		
Name	**Authority**	**Title**
Christina Imbrogno	Any product bids, product agreements and/or service agreements for the sale of products or services to municipal customers in North America for the Commercial, Urban Water Team of the Water Solutions Business Unit.	Manager, Commercial Support, Urban Water, NA
Gayla Walker	Any product bids, product agreements and/or service agreements for the sale of products or services to municipal customers in US for the Commercial, Urban Water Team of the Water Solutions Business Unit.	Commercial Support, Urban Water, US

Bay Area Clean Water Agencies
Bid Results for Project 06-2026 FERRIC CHLORIDE
Bid Due on February 19, 2026 4:00 PM (PDT)
SINGLE BID AWARD

Section			
Description	**Central Valley**	**East Bay**	**Marin Sonoma Napa**
Unit of Measure	dry ton	dry ton	dry ton
Kemira Water Solutions, Inc	$1,164.00	$1,214.00	$1,221.00
Thatcher Company of California, Inc.	$1,290.00	$1,350.00	$1,290.00
Pencco, Inc	$1,454.00	$1,454.00	$1,454.00

Per Section 2.16 Method of Award
Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder meeting the specifications for bulk loads for th for each participating BACC agency by the bid price for their region, and adding up the aggregate cost to all of the participating agencies in the regions. T determined by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has th all bids and to waive irregularities of said bids.

Single Bid Award			
Aggregate Cost Calculation:	**Central Valley**	**East Bay**	**Marin Sonoma Napa**
Estimated annual quantity	**950**	**698**	**484**
Kemira Water Solutions, Inc	$1,105,800.00	$847,372.00	$590,964.00
Thatcher Company of California, Inc.	$1,225,500.00	$942,300.00	$624,360.00
Pencco, Inc	$1,381,300.00	$1,014,892.00	$703,736.00

FERRIC CHLORIDE				
North Bay	**Peninsula**	**Sacramento**	**South Bay**	**Tri Valley**
dry ton	dry ton	dry ton	dry ton	dry ton
$1,210.00	$1,223.00	$1,221.00	$1,221.00	$1,236.00
$1,290.00	$1,350.00	$1,290.00	$1,290.00	$1,290.00
$1,454.00	$1,454.00	$1,454.00	$1,433.00	$1,454.00

ıe chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity
The single bid that results in the lowest overall cost to the participating agencies as a group will be
ıe right to delete terms or options from the bid contract documents and reserves the right to reject any and

FERRIC CLORIDE						
North Bay	**Peninsula**	**Sacramento**	**South Bay**	**Tri Valley**		
340	**496**	**550**	**2,698**	**120**		
$411,400.00	$606,608.00	$671,550.00	$3,294,258.00	$148,320.00	$7,676,272.00	Overall Low
$438,600.00	$669,600.00	$709,500.00	$3,480,420.00	$154,800.00	$8,245,080.00	
$494,360.00	$721,184.00	$799,700.00	$3,866,234.00	$174,480.00	$9,155,886.00	

west

Bay Area Clean Water Agencies
Bid Results for Project 06-2026 FERRIC CHLORIDE
Bid Due on February 19, 2026 4:00 PM (PT)

SINGLE BID AWARD

Item #	BACC RECOMMENDATION
1	Received via bid platform by bid deadline above
2	Bids submitted on forms provided
3	Must include a base unit price for each geographic area
4	Additional charges for "short load" deliveries shown as a standard deviation on bid form
5	References: minimum of 3
6	Product Specification Deviations - if any, proposed specification must be attached
7	Fully Executed Standard Agreement
8	Fully Executed Non-Collusion Affidavit
9	For potable application only: Affidavit of Compliance to AWWA and/or NSF standard or Statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org
10	Representative lab analysis of the chemical prepared by reputable outside laboratory or ISO Certified
11	Name /Address of chemical manufacturer
12	Product Bulletin and Typical Properties
13	Safety Data Sheet (SDS)
14	Addendum/Addenda Acknowledgement
15	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder
16	Specific Deviations Noted

4 & 16

SPECIFIC DEVIATIONS:

☑ This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed changed in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

Short load pricing for Peninsuld area - Sewer Authority Mid-Coastside (1000 gallons)
Short load pricing for Central Valley area - City of Turlock (600 are 405 gal

Kemira Water Solutions, Inc	Thatcher	Pencco, Inc
Lowest Responsive Responsible Bidder		
y	y	y
y	y	y
y	y	y
yes- see below	none	none
y	y	y
none	none	none
y	y	y
y	y	y
y	y	y
y	y	y
same	same	same
y	y	y
y	y	y
n/a	n/a	n/a
Chemical Transfer	Medeiros, Torres Trucking, Watson Bros	none
yes see below	none	none

(Hms)

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.33
File #: 0203-03
Item ID: 2026-462

Title:	Liquid Aluminum Sulfate (BACC 01-2026) - Contract Purchase Agreement
Contact:	Becky Philipp 916-746-1110 bphilipp@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with Chemtrade Chemicals US LLC in the amount of $345,000 for the supply and delivery of liquid aluminum sulfate for FY2026-27. Sufficient funding is included in the proposed FY2026-27 Water Operations Fund budget for this purchase.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving Contract Purchase Agreement (3005313) with Chemtrade Chemicals US LLC as the lowest responsive bidder for Bay Area Chemical Consortium (BACC) Bid No. 01-2026 for the supply and delivery of liquid aluminum sulfate for the Environmental Utilities Water Treatment Plant and authorizing the City Manager to execute the agreement on behalf of the City of Roseville.

Staff further requests that the City Council authorize the City Manager or his or her designee to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

BACKGROUND

The City's Water Treatment Plant has an ongoing need for liquid aluminum sulfate (alum), which is used as a flocculating agent in the water treatment process. The chemical is purchased on an as-needed basis throughout the year.

In February 2026, the City participated in a regional chemical procurement led by the Bay Area Chemical Consortium (BACC), with the Bay Area Clean Water Agency serving as the coordinating agency. BACC is an informal cooperative of Northern California water and wastewater agencies that combines chemical purchases through competitive bidding. By aggregating demand from more than 50 participating agencies, BACC increases purchasing power and achieves cost savings that benefit water and wastewater ratepayers.

FISCAL IMPACT

The FY2026-27 not-to-exceed amount is $345,000. Funding is included in the FY2026-27 Water Operations Fund budget. Projected spending for the optional renewal years is as follows: FY2027-28, $379,500; FY2028-29, $417,450; and FY2029-30, $459,195.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no

possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed contract purchase agreement does not include the potential for significant environmental effect and is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Becky Philipp, Purchasing Supervisor

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 26-203
2. Contract Purchase Agreement
3. Bid Summary Sheet

REVIEWERS:

Becky Philipp, Finance Department - Purchasing	Created/Initiated - 5/20/2026
Shannon Wiest, Finance Department - Purchasing	Approved - 5/27/2026
Scott Pettingell, Finance Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-203

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CHEMTRADE CHEMICALS US LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005313) for Liquid Aluminum Sulfate (BACC 01-2026), by and between the City of Roseville and Chemtrade Chemicals US LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005313

Supplier Details:

Company	Chemtrade Chemicals US LLC
Contact	Elizabeth Ryno
Address	90 East Halsey Rd
	Parsippany, NJ 07054

Submit your response to:

Company	City of Roseville
Contact	"Becky" Rebecca Philipp
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1110
Fax	(916) 746-1115
E-mail	BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005313

Agreement	**3005313**
Agreement Date	**13-APR-2026**
Revision	**0**
Agreement Amount	**345,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Chemtrade Chemicals US LLC
90 East Halsey Rd

Parsippany, NJ 07054
Phone: ()
Fax: ()
Email: bryno@chemtradelogistics.com

Description of Labor, equipment and/or materials

PROVIDE LIQUID ALUMINUM SULFATE ON AN AS NEEDED BASIS AT A COST OF $1.3053 PER GALLON IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, AND TERMS AND CONDITIONS OF BACC BID NO. 01-2026 AND THE ATTACHED "STANDARD AGREEMENT" . DELIVERIES TO BE MADE MONDAY - FRIDAY BETWEEN THE HOURS OF 7:00 AM - 3:00 PM.

PLEASE CONTACT STEPHEN PETERSON IN THE ENVIRONMENTAL UTILITIES DEPARTMENT AT 916-746-1996 OR SPETERSON@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS CONTRACT.

*Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12224	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**30-Jun-2027**	**"Becky" Rebecca Philipp** Phone **1-916-746-1110**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

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Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management

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and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state, and local laws and ordinances, including

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but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
21. Contractor certifies that Contractor, its employees, directors, officers, agents,

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subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

25. If Contractor produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Contractor shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or California law. Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Contractor's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. N/A

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ **Corporation**

__X__ **Limited Liability Company**

_____ **Partnership**

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_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/16/26 JS

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required
Cyber Liability:
$1 Million/occurrence

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:_X___
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Supplier

Signature: Signed by: Elizabeth Ryno D71A72649C99412...

Print Name: Elizabeth Ryno

Title: Bid Specialist

Date: 4/16/2026

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

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CH THALE

DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel; Lisa Brownlee; Paul Peters; Elizabeth Ryno; Lelina Gossa; Christine LeSala; Delana Peralta; Michele Schrosher; Marie-Josee Joly

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 15th day of April, 2025.

Scott Rook
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November 2003 and that the same has not been modified or revoked and is on the date hereofin full force and effect:

> RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 15th day of April, 2025.

Seal

Susan Pare
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659

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BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO.01-2026
SUPPLY AND DELIVERY OF ALUMINUM SULFATE

I hereby agree to furnish ALUMINUM SULFATE identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: CHEMTRADE CHEMICALS US LLC
Address: 90 EAST HALSEY ROAD, SUITE 200
City, State, ZIP: PARSIPPANY, NJ 07054
Phone: 800-441-2659
Email: bids@chemtradelogistics.com
Authorized Representative: ELIZABETH RYNO, BID SPECIALIST
Signature: Elizabeth Ryno
Date: FEBRUARY 18, 2026

NONE RECEIVED

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER _____ THROUGH _____.

SPECIFIC DEVIATIONS:

[X] This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed changed in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.
Please note an additional $0.60 / gallon will be assessed for Aluminum Sulfate
Loads of less than 2,000 gallons.

Description of Emergency Supply Plan: Provide a summary of vendor's plans to continue to supply product in the event of an unexpected disaster or urgent emergency event.
*** PLEASE SEE ATTACHED ***

STANDARD AGREEMENT, PAGE 2 OF 2

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Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

Emergency Delivery Plan
Chemtrade Chemicals

Chemtrade Chemicals is fully prepared, and possesses the necessary resources, to support municipal customers under conditions that may require extraordinary measures. We take both *preventative measures and a comprehensive back-up procedure* have been implemented to assure that alum requirements are fully satisfied, even in the unlikely event of a disaster.

In order to prepare for any potential disruption in service, Chemtrade Chemicals has implemented the following preventative measures to assure that our customers' requirements are always satisfied:

- Chemtrade Chemicals maintains key raw material inventory levels of aluminum hydrate and sulfuric acid on site at all times. In the unlikely event of a raw material transportation delay, products can be produced from raw materials on site providing, on average 15-day alum supply. Back-up trucking of key raw materials from one of Chemtrade Chemical's alternate production facilities (over 30 in North America, back-up facilities typically within 300 miles of a customer's location) will allow for an uninterrupted supply line to the customer.
- Chemtrade Chemicals maintains our manufacturing plants finished goods inventory as close to capacity as possible. Storage of finished product on average provides additional day's alum supply.
- The above referenced raw material management and finished inventory storage, allows Chemtrade Chemicals to supply product demand to all customers for a full 3 weeks.
- All critical or long lead-time spare parts for manufacturing equipment are maintained on site. Other spare parts are within a 24-hour reach of each plant. In the event of equipment malfunction, all necessary items will be on hand and available within 24 hours.

Disruption of Product, Power Outages, Sources of Supply, Strike:
In addition to the above preventative measures, Chemtrade Chemicals will also implement the following procedure in the unlikely event of a disaster resulting in complete shutdown of operations:

1. Material will be initially supplied from storage providing a minimum 5-day supply, even during worst-case peak scenarios.
2. One local back-up plant is located within 300 miles of your facilities, will supply material as required, within 24 hours, to either the customer or to Chemtrade Chemicals' storage tanks. Shipments from back-up plants will begin immediately to assure that the customer's supply is never interrupted.

Summary:
Chemtrade Chemicals (formerly General Chemical) has been producing alum in North America since 1912. The NSF and ISO-9002 certification of our entire network of over 30 manufacturing plants and technical resources ensure that Chemtrade Chemicals will consistently provide our municipal customers with the highest level of quality and technical service available in the industry. Chemtrade Chemicals' 24-hour customer service, and back-up production facilities provide for the most comprehensive and dependable service even in the event of unforeseen emergencies.

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BIDDER INFORMATION

1. Legal Name of Bidder:
   CHEMTRADE CHEMICALS US LLC

2. Bidder's Street Address:
   90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054

3. Mailing Address:
   SAME AS ABOVE

4. Business Telephone: 800-441-2659 Fax Number: 973-515-4461

5. Type of Supplier:
   ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC
   If Corporation, indicate State where incorporated: DELAWARE

6. Business License Number issued by the City where the Supplier's principal place of business is located.
   Number: 003910 Issuing City: COUNTY OF CONTRA COSTA

7. Supplier Federal Tax Identification Number: 74-3104940

8. Emergency Contact: Name: ROBERT NARANJO
   Phone Number: 360-440-0293

9. Order Contact: Name: HENSLEY DEROUGEUR
   Address: 155 GORDON BAKER ROAD, STE 300, TORONTO, ON M2H 3N5
   Phone Number: 833-644-4717 Fax Number: 514-640-4858
   Email: CustomerService@chemtradelogistics.com

10. References: *** PLEASE SEE ATTACHED ***

Company/Agency Name	Contact Name	Phone Number
1)		
2)		
3)		

11. Chemical Manufacturer's name and address (if different from Bidder):
    CHEMTRADE SOLUTIONS LLC (Same Company)
    501 Nichols Road, Pittsburg, CA 94565

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CHEMTRADE

Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461
www.chemtradelogistics.com

REFERENCES:

The following is a list of 3 customers Chemtrade Chemicals US LLC currently supplies with Liquid Aluminum Sulfate for the 2024 and 2025 calendar years (and prior).

If more specific information is needed, please contact our office at 1-800-441-2659.

City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Contact: Allan Brown
Phone: (707) 428-7680 Ext. 103
Email: abrown@ci.fairfield.ca.us
c/o: North Bay
Contact: John Alexander, Phone: (530) 747-8283, Email: nbacp@cityofdavis.org

Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
Contact: Darin Dargatz
Phone: (805) 975-0113
Email: dod@ccwa.com

City of Fresno
2600 Fresno Street
Fresno, CA 93706
Contact: James Jackson
Sr. Procurement Specialist
Phone: (559) 621-1165
Email: james.jackson2@fresno.gov

Bay Area Clean Water Agencies
Bid Results for Project 01-2026 ALUMINUM SULFATE
Bid Due on February 19, 2026 4:00 PM (PDT)
SINGLE BID AWARD

Section		**ALL**
Description	**Central Valley**	**East Bay**
Unit of Measure	**gal**	**gal**
Chemtrade Chemicals, LLC US	1.3679	1.3679

2.16 Method of Award
Bids may be awarded to the lowest responsive and responsible bidder meeting the specificat
the estimated annual quantity for each participating BACC agency by the bid price for their r
bid that results in the lowest overall cost to the participating agencies as a group will be dete
assuming the bid is determined by BACC to be complete and in compliance with the bid requ
the right to reject any and all bids and to waive irregularities in said bids.

Single Bid Award		
Aggregate Cost Calculation:	**Central Valley**	**East Bay**
Estimated annual quantity	**115,000**	**700,000**
Chemtrade Chemicals, LLC US	$157,308.50	$957,530.00

JMINUM SULFATE 44%-49% Liquid Solution				Aluminum Sulfate 2% Acidized (OPTIONAL BID ITEM)	Aluminum Sulfate 5% Acidized (OPTIONAL BID ITEM)
North Bay	**Sacramento**	**South Bay**	**Tri Valley**	**South Bay**	**South Bay**
gal	**gal**	**gal**	**gal**	**gal**	**gal**
1.3679	1.3053	1.5419	1.3679	1.6679	1.5049

tions for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying
egion and adding up the aggregate cost to all of the participating agencies in the regions. The single
ermined by BACC to be the low bid,
irements. BACC has the right to delete terms or options from the bid contract documents and reserves

44% - 49% Liquid Solution				2% optional	5% optional
North Bay	**Sacramento**	**South Bay**	**Tri Valley**	**South Bay**	**South Bay**
1,202,000	**1,403,000**	**2,276,000**	**859,600**	450,000	1,500,000
$1,644,215.80	$1,831,335.90	$3,509,364.40	$1,175,846.84	$750,555.00	$2,257,350.00

Bay Area Clean Water Agencies
Bid Results for Project 01-2026 ALUMINUM SULFATE
Bid Due on February 19, 2025 4:00 PM (PDT)

SINGLE BID AWARD

Item #	BACC RECOMMENDATION
1	Received via bid platform by bid deadline above
2	Bids submitted on forms provided
3	Must include a base unit price for each geographic area
4	Additional charges for "short load" deliveries shown as a standard deviation on bid form
5	References: minimum of 3
6	Product Specification Deviations - if any, proposed specification must be attached
7	Fully Executed Standard Agreement
8	Fully Executed Non-Collusion Affidavit
9	For potable application only: Affidavit of Compliance to AWWA and/or NSF standard or Statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org
10	Representative lab analysis of the chemical prepared by reputable outside laboratory or ISO Certified
11	Name /Address of chemical manufacturer
12	Product Bulletin and Typical Properties
13	Safety Data Sheet (SDS)
14	Addendum/Addenda Acknowledgement
15	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder
16	Specific Deviations Noted

3 & 16 **SPECIFIC DEVIATIONS:**

[X] This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed changed in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

Please note an additional $0.60 / gallon will be assessed for Aluminum Sulfate

Loads of less than 2,000 gallons.

Chemtrade Chemicals, LLC US
Lowest Responsive Responsible Bidder
y
y
y
y - see below
y
none
y
y
y
y
ChemTrade & Bay Point
y
y
n/a
Chemical Transfer
yes - see below

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.34
File #: 0203-03
Item ID: 2026-460

Title:	Hydrofluosilicic Acid (BACC 08-2026) - Contract Purchase Agreement
Contact:	Becky Philipp 916-746-1110 bphilipp@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with DuBois Chemicals, Inc. in the amount of $200,000 for FY2026-27 to supply and deliver hydrofluosilicic acid. Adequate funding is available in the proposed FY2026-27 Water Operations Fund budget for this purchase.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve Contract Purchase Agreement (3005347) with DuBois Chemicals, Inc. as the lowest responsive bidder for Bay Area Chemical Consortium (BACC) Bid No. 08-2026 for the supply and delivery of hydrofluosilicic acid for the Barton Road Water Treatment Plant and authorize the City Manager to execute it on behalf of the City of Roseville.

Staff further requests that the City Council authorize the City Manager or his or her designee to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

BACKGROUND

The City's Barton Road Water Treatment Plant has an ongoing requirement for hydrofluosilicic acid (fluoride), which is added to the water to prevent dental cavities, also known as tooth decay. This chemical will be purchased as needed throughout the year.

In February 2026, the City participated in a regional chemical bid led by the BACC, with the Bay Area Clean Water Agency serving as the coordinating agency. BACC is comprised of water and wastewater agencies in the Northern California area, working together to purchase chemicals by combining bid solicitations. BACC is an informal cooperative that advertises and opens sealed competitive bids and then prepares bid recommendations. Combined bid solicitations provide vendors with an opportunity to sell larger quantities of their products. Because more than 50 public agencies are now participating, significant savings for chemical purchases are being passed along to the agencies' water and wastewater customers.

FISCAL IMPACT

The FY2026-27 not-to-exceed amount is $200,000. Funding is included in the FY2026-27 Water Operations Fund budget. Projected spending for the optional renewal years is as follows: FY2027-28,

$220,000; FY2028-29, $242,000; FY2029-30, $266,200.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed contract purchase agreement does not include the potential for significant environmental effect and is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Becky Philipp, Purchasing Supervisor

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 26-206
2. Contract Purchase Agreement
3. Bid Summary Sheet

REVIEWERS:

Becky Philipp, Finance Department - Purchasing	Created/Initiated - 5/20/2026
Shannon Wiest, Finance Department - Purchasing	Approved - 5/27/2026
Scott Pettingell, Finance Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-206

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DUBOIS CHEMICALS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005347) for Hydrofluosilicic Acid (BACC 08-2026), by and between the City of Roseville and DuBois Chemicals, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005347

Supplier Details:

Company	DuBois Chemicals Inc
Contact	Andrew Paulson
Address	3630 E Kemper Rd
	Sharonville, OH 45241

Submit your response to:

Company	City of Roseville
Contact	"Becky" Rebecca Philipp
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1110
Fax	(916) 746-1115
E-mail	BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005347

Agreement	**3005347**
Agreement Date	**01-MAY-2026**
Revision	**0**
Agreement Amount	**200,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
DuBois Chemicals Inc
3630 E Kemper Rd
Sharonville, OH 45241
Phone: (208) 932-6615
Fax: ()
Email: bids@duboischemicals.com

Description of Labor, equipment and/or materials

VENDOR SHALL SUPPLY AND DELIVER HYDROFLUOSILICIC ACID ON AN AS-NEEDED BASIS AT A COST OF $3.23 PER GALLON IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS, AND ATTACHMENTS OF BACC BID NO. 08-2026.

PLEASE CONTACT DANIEL JOHNSON AT THE WATER TREATMENT PLANT AT (916)746-1999 OR DJOHNSON@ROSEVILLE.CA.US OR STEPHEN PETERSON AT 916-746-1996 OR SPETERSON@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

*The total agreement amount is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14975	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**30-Jun-2027**	**"Becky" Rebecca Philipp** Phone **1-916-746-1110**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

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Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management

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and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state, and local laws and ordinances, including

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but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
21. Contractor certifies that Contractor, its employees, directors, officers, agents,

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subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.
25. If Contractor produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Contractor shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or California law. Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Contractor's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

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_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/16/26 JS

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:_X__
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Supplier

Signed by:

Signature: Andrew Paulson

67785B9C398A4C9...

Print Name: Andrew Paulson

Title: Municipal Bid Specialist

Date: 5/20/2026

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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DuBois

WRITTEN CONSENT OF DUBOIS CHEMICALS, INC.

(THE "CORPORATION")

The undersigned, serving as Vice President, Secretary and Treasurer who has been authorized by the Board of Directors of DuBois Chemicals, Inc. to sign, adopt and consent on behalf of the Board of Directors to the following action and resolution:

1. DuBois employs Laura Lanthier, Manager FSA & Municipal Bids of the Corporation as well as Andrew Paulson and Angela Degeyter as Municipal Bids Specialists.
2. Laura Lanthier, Andrew Paulson and Angela Degeyter are authorized to execute, for and on behalf of this Corporation, all bid documents and instruments as may be necessary to complete and enter into Governmental Contracts or Agreements.

Eric M. Dill
Vice President, Secretary and Treasurer

7/3/2025
Date

3630 East Kemper Road ▪ Cincinnati, OH 45241
Phone: 800.438.2647 ▪ Fax: 513-326-8320 ▪ www.duboischemicals.com

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April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

Bay Area Clean Water Agencies
Bid Results for Project 08-2026 HYDROFLUSILICIC ACID
Bid Due on February 19, 2026 4:00 PM (PDT)

SINGLE BID AWARD

Section		H
Description	**East Bay**	**Marin Sonoma Napa**
Unit of Measure	gal	gal
DuBois Chemicals, Inc.	3.2200	6.0000
Pencco, Inc	7.3100	7.2600

Per Section 2.16 Method of Award
Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidde
responsive bidder will be determined by multiplying the estimated annual quantity for each participating
*aggregate cost to all of the participating agencies in the regions. The **single bid** that results in the lowest*
by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance wit
from the bid contract documents and reserves the right to reject any and all bids and to waive irregularitie

Single Bid Award

Aggregate Cost Calculation:	**East Bay**	**Marin Sonoma Napa**
Estimated annual quantity	**26,000**	**28,000**
DuBois Chemicals, Inc.	$83,720.00	$168,000.00
Pencco, Inc	$190,060.00	$203,280.00

Hydrofulsilicic Acid 23-24%			
North Bay	**Sacramento**	**South Bay**	**Tri Valley**
gal	gal	gal	gal
3.1000	3.2300	3.1300	3.4700
7.1900	7.2500	7.2100	7.7600

er meeting the specifications for bulk loads for the chemical. The lowest BACC agency by the bid price for their region, and adding up the overall cost to the participating agencies as a group will be determined h the bid requirements. BACC has the right to delete terms or options es of said bids.

North Bay	**Sacramento**	**South Bay**	**Tri Valley**		
97,780	**176,000**	**45,000**	**23,400**		
$303,118.00	$568,480.00	$140,850.00	$81,198.00	$1,345,366.00	Overall lowest
$703,038.20	$1,276,000.00	$324,450.00	$181,584.00	$2,878,412.20	

Bay Area Clean Water Agencies
Bid Results for 08-2026 HYDROFLUSILICIC ACID
Bid Due on February 19, 2026 4 pm

SINGLE BID AWARD

		DuBois	Pencco
Item #	BACC RECOMMENDATION	**Lowest Responsive Responsible Bidder**	
1	Received by bid deadline above	y	y
2	Bids submitted on forms provided	y	y
3	Must include a base unit price for each geographic area	y	y
4	Additional charges for "short load" deliveries shown as a standard deviation on bid form	none	none
5	References: minimum of 3	y	y
6	Product Specification Deviations - if any, proposed specification must be attached	y	y
7	Fully Executed Standard Agreement	y	y
8	Fully Executed Non-Collusion Affidavit	y	y
9	For potable application only: Affidavit of Compliance to AWWA and/or NSF standard or Statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org	y	y
10	Representative lab analysis of the chemical prepared by reputable outside laboratory or ISO Certified	y	y
11	Name /Address of chemical manufacturer	JR Simplot	Itafos, ID/CA
12	Product Bulletin and Typical Properties	y	y
13	Safety Data Sheet (SDS)	y	y
14	Addendum/Addenda Acknowledgement	n/a	n/a
15	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder	Chemical Transfer and Sierra Chemical	none
16	Specific Deviations Noted	none	none

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.35
File #: 0201 & 0201-01
Item ID: 2026-486

Title:	Fiscal Year 2025-26 Year-End Budget Adjustments
Contact:	Jackie Rice 916-774-5326 jrice@roseville.ca.us

SUMMARY

Staff recommends approval of year-end budget adjustments to the Fiscal Year 2025-26 budget to ensure compliance with the annual budget ordinance. The recommended year-end budget adjustments are: (1) Placer County Water Agency wheeling charges, (2) Roseville Housing Authority Housing Choice Voucher and Mainstream Programs, (3) Sierra Vista Specific Plan Area infrastructure reimbursement payment, (4) Internal Revenue Service tax credit payments, and (5) Blue Oaks Boulevard Widening Project funding adjustments.

RECOMMENDATION

Staff recommends that the City Council

1. Adopt an ordinance to approve adjustments to the FY2025-26 budget.
2. Acting as the governing board of the Roseville Housing Authority (RHA), adopt a resolution to approve a budget adjustment for the Housing Authority Choice Voucher and Mainstream Programs.

BACKGROUND

Staff recommends the following adjustments to the FY2025-26 budget:

1. **Placer County Water Agency (PCWA) Wheeling Charges** – This $1,199,615 budget adjustment is requested to increase budgeted revenue for water wheeling services provided to Placer County Water Agency.

2. **Roseville Housing Authority Housing Choice Voucher and Mainstream Programs** – This $3,547,000 budget adjustment is requested to increase revenue and expenditure budgets for the Housing Choice Voucher and Mainstream programs.

3. **Sierra Vista Specific Plan Area** – This budget adjustment appropriates reimbursement revenue received pursuant to the Development Agreement to accelerate construction of a portion of Westbrook Boulevard and related public infrastructure within the Sierra Vista Specific Plan Area. The payment represents an installment toward repayment of infrastructure costs previously advanced by the City.

4. **Internal Revenue Service Tax Credits** – This budget adjustment appropriates approximately $31.27 million in federal clean energy tax credit payments received for wastewater infrastructure and electric vehicle investments. Approximately $31.24 million will be transferred to the South Placer Wastewater Authority to reimburse project costs. The remainder will be used to offset City fleet costs associated with the purchase of electric vehicles.

5. **Blue Oaks Boulevard Widening Project** – This budget adjustment is requested to fund construction of the West Roseville Specific Plan Fiddyment Ranch Blue Oaks Boulevard Widening Project. The project is funded by $4.6 million in Fiddyment Ranch CFD No. 5 bond funds and $5.5 million in Traffic Mitigation Funds.

FISCAL IMPACT

The recommended adjustments to the FY2025-26 budget will result in the changes in the table below. For fund balance reductions, there are adequate resources available in each fund.

Budget Adjustment	Fund	Expenditure Budget Adjustment	Revenue Budget Adjustment	Available Resources Adjustment
1. Placer County Water Agency (PCWA) Wheeling Charges	Water Operations	$ -	$ 1,199,615	$ 1,199,615
2. Roseville Housing Authority Housing Choice Voucher and Mainstream Programs	Housing Choice Voucher	$ 3,517,000	$ 3,517,000	$ -
	Mainstream Vouchers	$ 30,000	$ 30,000	$ -
3. Sierra Vista Specific Plan Area	Strategic Improvement	$ -	$ 1,200,853	$ 1,200,853
	Electric	$ -	$ 976,907	$ 976,907
4. Internal Revenue Service Tax Credits	Wastewater Construction	$ 31,237,247	$ 31,237,247	$ -
	Fleet Services	$ -	$ 37,500	$ 37,500
5. Blue Oaks Boulevard Widening Project	Traffic Mitigation	$ 5,493,744	$ -	$ (5,493,744)
	Fiddyment Ranch CFD 5 Overlay Capital	$ 4,644,052	$ -	$ (4,644,052)

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a

project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

Approval of the recommended adjustments to the FY2025-26 budget meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Jackie Rice, Budget Manager

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Ordinance 7081
2. Resolution 7-26

REVIEWERS:

Jackie Rice, Finance Department - Budget	Created/Initiated - 5/29/2026
Nancy Rothlisberger, City Clerk Department	Approved - 6/1/2026
Scott Pettingell, Finance Department	Approved - 6/1/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

ORDINANCE NO. 7081

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustments.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Scott Pettingell, Finance Director	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Nancy Rothlisberger, Asst. Finance Director	ORDINANCE:	
DEPARTMENT/DIVISION:	Finance/Administration		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6220	5569	10001		31,237,247	IRS Tax Credit
3014	6587	84001	500712	4,644,052	Fiddyment CFD for Blue Oaks Widening
3151	6587	84001	500712	5,493,744	Traffic Mitigation for Blue Oaks Widening
			EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL	41,375,043	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	4780	10001		1,200,853	Sierra Vista - JMC revenue - Strategic Improvement Fund
6001	4780	10001		976,907	Sierra Vista - JMC revenue - Electric Operations Fund
4001	4780	62601		37,500	IRS Tax Credit - Fleet Operations
6220	4780	10001		29,322,688	IRS Tax Credit - Wastewater Construction
6220	4451	10001		1,914,559	IRS Tax Credit - Wastewater Construction
			REVENUES/TRANSFERS IN TOTAL	33,452,507	

NET ADJUSTMENT	7,922,536	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4001	3601	00000	000000	37,500	IRS Tax Credit
3014				(4,644,052)	Fiddyment CFD for Blue Oaks Widening
3151	3601	00000	000000	(5,493,744)	Traffic Mitigation for Blue Oaks Widening
1030	3601	00000	000000	1,200,853	Sierra Vista - JMC revenue - Strategic Improvement Fund
6001	3601	00000	000000	976,907	Increase Electric Fund Balance
	3601	00000	000000		
	3601	00000	000000		
			FUND BALANCE TOTAL	(7,922,536)	

Justification for Budget Adjustment:

Staff recommends the following budget adjustments:

On May 3, 2023, the City Council approved a City/Developer Reimbursement Agreement with John Mourier Construction, Inc. (JMC) to accelerate construction of a portion of Westbrook Boulevard and related public infrastructure within the Sierra Vista Specific Plan area. The recommended budget adjustment establishes a budget for reimbursement revenue received from JMC pursuant to the agreement. This payment represents an installment toward repayment of infrastructure costs previously advanced by the City and will be returned to the Electric Fund in the amount of $976,907 and the Strategic Improvement Fund in the amount of $1,200,852.

The recommended budget adjustment appropriates approximately $31.27 million in federal tax credit payments, including interest, received for eligible wastewater infrastructure and electric vehicle investments. Approximately $31,237,247 will be transferred to the South Placer Wastewater Authority to reimburse project costs it funded, and $37,500 will be used to offset City fleet costs associated with the purchase of electric vehicles.

The Development Services Department recommends that Council authorize the establishment of a new Capital Improvement Project- Fiddyment Ranch Blue Oaks Widening Reimbursement (500712) and adopt an ordinance to approve a budget adjustment appropriating $10,137,796 to fund the project. The project is funded by $4,644,052 in Fiddyment Ranch CFD No. 5 bond reserve funds that became available through the replacement of the cash-funded reserve requirement with a surety policy, and $5,493,744 in Traffic Mitigation Funds. On May 20, 2026, the City of Roseville entered into an agreement with JEN California 15 LLC in the amount of $10,137,796 for the construction of the West Roseville Specific Plan Fiddyment Ranch Blue Oaks Boulevard Widening Project. These appropriations will provide the necessary funding to reimburse eligible project costs and support the construction of the roadway widening improvements identified in the agreement.

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Alexandra Marquez, EU Senior Business Analyst	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Joseph Barrow, EU Business Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	EU Water		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	4299	74115		1,199,615	Increase revenue budget for water wheeling to Placer County Water Agency
REVENUES/TRANSFERS IN TOTAL				1,199,615	

NET ADJUSTMENT	(1,199,615)	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	3601	00000	000000	1,199,615	Increase Water Operations Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				1,199,615	

Justification for Budget Adjustment:

The Environmental Utilities Department is requesting a budget adjustment of $1,199,615 to increase the Wheeling Charges revenue budget.

Unexpected revenues were received from Placer County Water Agency for water wheeling services provided by the Water Utility.

This adjustment increases the revenue budget from $16,000 to $1,215,615, and increases the Water Operations Fund balance by $1,199,615.

HOUSING AUTHORITY OF THE CITY OF ROSEVILLE

RESOLUTION NO. 7-26

APPROVING A BUDGET ADJUSTMENT FOR
FISCAL YEAR 2025-26

WHEREAS, the Housing Authority of the City of Roseville has reviewed the proposed Housing Authority Budget Adjustment for the Housing Authority Choice Voucher and Mainstream Programs.

NOW, THEREFORE, the Housing Authority of the City of Roseville does hereby approve the attached budget adjustment.

PASSED AND ADOPTED by the Housing Authority of the City of Roseville this _____ day of_____, 2026, by the following vote on roll call:

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

_____
CHAIRMAN

_____
Secretary

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Emily Sawin Management Analyst	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Emily Sawin Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Economic Development - Housing		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2801	5578	54102		3,500,000	Increase expenses for HCV HAP
2801	5301	54103		17,000	Increase expenses for HCV professional services
2802	5578	54105		30,000	Increase expenses for Mainstream HAP
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				3,547,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2801	4401	54102		3,500,000	Increase grant revenue for HCV HAP
2801	4401	54103		17,000	Increase grant revenue for HCV Admin
2802	4401	54105		30,000	Increase grant revenue for Mainstream HAP
REVENUES/TRANSFERS IN TOTAL				3,547,000	

NET ADJUSTMENT	-	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

The Economic Development Department is requesting a budget adjustment of $3,547,000 for the Roseville Housing Authority to increase revenue and expenditure budgets for the Housing Choice Voucher and Mainstream programs. The adjustment is needed to support higher housing assistance payment costs resulting from increased rents and additional project vouchers.

This adjustment increases the Housing Choice Voucher revenue and expenditure budget by $3,517,000, from $10,746,300 to $14,263,300.

The adjustment also increases the Mainstream revenue and expenditure budget by $30,000, from $637,672 to $667,672.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.36
File #: 0203-03
Item ID: 2026-463

Title:	Sodium Hydroxide Solution (BACC 12-2026) - Contract Purchase Agreement
Contact:	Becky Philipp 916-746-1110 bphilipp@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with Univar Solutions USA LLC, doing business as Univar Solutions USA, in the amount of $2,205,000 for the supply and delivery of sodium hydroxide solution for FY2026-27. Sufficient funding is included in the Environmental Utilities and Electric Departments' proposed FY2026-27 budgets for this purchase.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving Contract Purchase Agreement (3005348) with Univar Solutions USA LLC, doing business as Univar Solutions USA, in the amount of $2,205,000 for the supply and delivery of sodium hydroxide solution for FY2026-27. Sufficient funding is included in the Environmental Utilities and Electric Departments' proposed FY2026-27 budgets for this purchase.

Staff further recommends that the City Council authorize the City Manager or his or her designee to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

BACKGROUND

The wastewater treatment plants, water treatment plant, and Roseville Energy Park have ongoing needs for sodium hydroxide solution (caustic soda), which is used to adjust pH and reduce corrosion in water and wastewater treatment processes. The chemical is purchased on an as-needed basis throughout the year.

In February 2026, the City participated in a regional chemical procurement led by the Bay Area Chemical Consortium (BACC), with the Bay Area Clean Water Agency serving as the coordinating agency. BACC is an informal cooperative of Northern California water and wastewater agencies that combines chemical purchases through competitive bidding. By aggregating demand from more than 50 participating agencies, BACC increases purchasing power and achieves cost savings that benefit utility customers.

FISCAL IMPACT

The FY2026-27 not-to-exceed amount is $2,205,000. Funding is included in the Environmental Utilities and Electric Departments' FY2026-27 budgets. Projected spending for the optional renewal years is as follows: FY2027-28, $2,425,500; FY2028-29, $2,668,050; and FY2029-30, $2,935,000.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to

cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed contract purchase agreement does not include the potential for significant environmental effect and is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Becky Philipp, Purchasing Supervisor

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 26-204
2. Contract Purchase Agreement
3. Bid Summary Sheet

REVIEWERS:

Becky Philipp, Finance Department - Purchasing	Created/Initiated - 5/20/2026
Shannon Wiest, Finance Department - Purchasing	Approved - 5/27/2026
Scott Pettingell, Finance Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-204

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVAR SOLUTIONS USA LLC DBA UNIVAR SOLUTIONS USA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005348) for Sodium Hydroxide Solution (BACC 12-2026), by and between the City of Roseville and Univar Solutions USA LLC dba Univar Solutions USA, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005348

Supplier Details:

Company	Univar Solutions USA LLC dba Univar Solutions USA
Contact	Jennifer Perras
Address	8201 S 212th St
	Kent, WA 98032

Submit your response to:

Company	City of Roseville
Contact	"Becky" Rebecca Philipp
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1110
Fax	(916) 746-1115
E-mail	BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005348

Agreement	**3005348**
Agreement Date	**01-MAY-2026**
Revision	**0**
Agreement Amount	**2,205,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Univar Solutions USA LLC dba Univar Solutions USA
8201 S 212th St

Kent, WA 98032
Phone: (253) 872-5000
Fax: ()
Email: Jennifer.perras@univarsolutions.com

Description of Labor, equipment and/or materials

Vendor shall supply and deliver 25% and 50% sodium hyrdoxide solution (caustic soda) to various locations in Roseville on an as-needed basis in accordance with all specifications, attachments and terms and conditions of BACC Bid No. 12-2026 and the attached Bay Area Chemical Consortium Standard Agreement . Pricing: 25% sodium hydroxide $886.09 per dry ton, 50% sodium hydroxide $751.48 per dry ton. Deliveries to be made Monday-Friday between the hours of 7am-3pm.

Please contact Jason Fick for Dry Creek WWTP and Pleasant Grove WWTP at 916-746-1941 or jfick@roseville.ca.us, Drew Yarbrough for Roseville Energy Park at 916-746-1656 or dyarbrough@roseville.ca.us, Stephen Peterson for Water Treatement Plant at 916-746-1996 or speterson@roseville.ca.us for questions regarding this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11543	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**30-Jun-2027**	**"Becky" Rebecca Philipp** Phone **1-916-746-1110**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Docusign Envelope ID: 799BA11F-D91E-8489-8234-E540274FD82E

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management

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and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state, and local laws and ordinances, including

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but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
21. Contractor certifies that Contractor, its employees, directors, officers, agents,

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subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

25. If Contractor produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Contractor shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or California law. Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Contractor's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00826087

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ **Corporation**

__X__ **Limited Liability Company**

_____ **Partnership**

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_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/16/26 JS

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COR Insurance Over Bid Limit

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required
Cyber Liability:
$1 Million/occurrence

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence

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No auto required

Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:_X___
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

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Supplier

Signature: Signed by: Gary Gable AE71D60B46E94C9...

Print Name: Gary Gable

Title: Global Vice President - Bulk Chemical Distribution

Date: 5/14/2026

Supplier

Signature: DocuSigned by: A. Colin 823E6E1765E247D...

Print Name: Alexa Colin

Title: Chief Legal &Administrative Officer

Date: 5/18/2026

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

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BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 12-2026
SUPPLY AND DELIVERY OF SODIUM HYDROXIDE

I hereby agree to furnish SODIUM HYDROXIDE identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: Univar Solutions USA, LLC
Address: 8201 S 212th St
City, State, ZIP: Kent, WA 98032
Phone: 253-872-5040
Email: jennifer.perras@univarsolutions.com or Muniteam-west@univarsolutions.com
Authorized Representative: Jennifer M. Perras
Signature:
Date: 2/13/2026

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER 1 **THROUGH** _____.

SPECIFIC DEVIATIONS:

☒ This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed changed in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.
Any order less than 2,000 gal will be charged an LTL fee of $575.00 per delivery.
If a load is split between multiple sites and the delivery volume is less than 2,000 gal, the LTL fee will be charged to the first delivery.

Please see the attached 2 pages, which lists the Sodium Hydroxide deviations

Description of Emergency Supply Plan: Provide a summary of vendor's plans to continue to supply product in the event of an unexpected disaster or urgent emergency event.
We have our pwn fleet of trucks and drivers, if our facilities are up and running. Municipalities our our first priority.
We have tanks of chemicals at our facilities that can supply chemicals. We also have deep water tanks to pull from. We can pull from Redwood Cityy, Santa Fe Springs, K2, Dow and IMTT Richmond, CA

STANDARD AGREEMENT, PAGE 2 OF 2

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UnivarSolutions

Date: February 16, 2026

Re: **BACC Bid No. 12-2026: Deviation from BACC NaOH Specifications**

In accordance with BACC Bid No. 12-2026, Section 2.12, Proposed Deviations from the Specifications by the Bidder, Univar Solutions intends to supply sodium hydroxide solution to BACC meeting the following technical specifications:

UNIVAR SOLUTIONS PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 20% Solution

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt. %	18	22
Sodium Oxide, Na_2O	Wt. %	13.6	17.4
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt. %	0	0.15
Sodium Chlorate, $NaClO_3$	PPM	0	33
Sodium Sulfate, Na_2SO_4	PPM	0	67
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity		1.21	1.23

* Sodium hydroxide for wastewater treatment applications may contain up to 9 mg/L iron (Fe) and 3 mg/L nickel (Ni)

UNIVAR SOLUTIONS PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 25% Solution

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt. %	23	27
Sodium Oxide, Na_2O	Wt. %	17.4	21.3
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt. %	0	0.15
Sodium Chlorate, $NaClO_3$	PPM	0	42
Sodium Sulfate, Na_2SO_4	PPM	0	83
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity		1.20	1.35

* Sodium hydroxide for wastewater treatment applications may contain up to 9 mg/L iron (Fe) and 3 mg/L nickel (Ni)

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UNIVAR SOLUTIONS PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 30% Solution

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt. %	28	32
Sodium Oxide, Na_2O	Wt. %	22.3	25.2
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt. %	0	0.15
Sodium Chlorate, $NaClO_3$	PPM	0	31
Sodium Sulfate, Na_2SO_4	PPM	0	80
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity		1.25	1.40

* Sodium hydroxide for wastewater treatment applications may contain up to 9 mg/L iron (Fe) and 3 mg/L nickel (Ni)

UNIVAR PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 50% Solution

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt. %	48	52
Sodium Oxide, Na_2O	Wt. %	36.8	40.7
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt. %	0	0.30
Sodium Chlorate, $NaClO_3$	PPM	0	50
Sodium Sulfate, Na_2SO_4	PPM	0	100
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity		1.45	1.60

* Sodium hydroxide for wastewater treatment applications may contain up to 9 mg/L iron (Fe) and 3 mg/L nickel (Ni)

Sincerely,

Tom Edman
Sr. Director – BCD Product Management

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BIDDER INFORMATION

1. Legal Name of Bidder:
   Univar Solutions USA, LLC

2. Bidder's Street Address:
   Muni Team-8201 S 212th St., Kent, WA 98032 Branch-2461 Crocker Circle, Fairfield, CA 94533

3. Mailing Address:
   Muni Team-8201 S 212th St., Kent, WA 98032 Invoices-62190 Collections Center Drive, Chichago, IL 60693-0621

4. Business Telephone: 855-785-9499 Fax Number: 408-435-1735

5. Type of Supplier:
   ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☑ LLC
   If Corporation, indicate State where incorporated: Illinois

6. Business License Number issued by the City where the Supplier's principal place of business is located.
   Number: 32739 Issuing City: Fresno CA

7. Supplier Federal Tax Identification Number: 91-1347935

8. Emergency Contact: Name: Univar
   Phone Number: 833-864-8271

9. Order Contact: Name: Customer Service
   Address: Commerce, CA
   Phone Number: 855-785-9499 Fax Number: 408-435-14735
   Email: custsvc-la@univarsolutions.com

10. References:

Company/Agency Name	Contact Name	Phone Number
1) Please see the attached 3 pages		
2)		
3)		

11. Chemical Manufacturer's name and address (if different from Bidder):
    K2-950 Loveridge Rd, Pittsburg, CA 94565
    Univar-12522 Los Neitos Rd., Santa Fe Springs, CA 90670
    Univar-525 Seaport Blvd., Redwood, CA 94063

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Univar Solutions USA LLC.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarsolutions.com

UnivarSolutions
Innovate. Grow. Together.

References

1. County & County of San Francisco
   1 Dr. Carlton B Goodlett Place
   San Francisco, CA 94102

Contact: Lin Repola- linda.repola@sfgov.org
Phone: 415-554-4564

Supply and Delivery of Bulk Sodium Hypochlorite, Caustic Soda and Sodium Bisulfite servicing for the past 13 years.

2. East Bay Mud
   PO Box
   Oakland, CA 946231

Contact: John Grimes, Purchasing
Email- john.grimes@ebmud.com
Phone: 510-287-0316
Supply and Delivery of Bulk Sodium Hypochlorite, Bulk Caustic Soda, & Bulk Sodium Bisulfite servicing for the past 14 years.

3. City of Riverside
   WTP
   San Bernardino, CA 92408

Contact: Shiloh Rogers, Procurement & Contract Specialist
Email-SARogers@riverside.gov
Phone 951-826-5562
Supply and Delivery of Sodium Hypochlorite servicing for the past 3 years.

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4. BACC-Bay Area Chemical Consortium
Over 100 locations within Northern California

Contact: each city, info listed below.
Supply and Delivery of Sodium Hypochlorite, Caustic Soda, Sodium Bisulfite servicing for the past 13 years.

- City of Stockton, CA – Kathryn Garcia Kathryn.Garcia@stocktonca.gov
  Phone: 209-937-8232
- City of Turlock, CA- Lisa Quiroga equiroga@turlock.ca.us
  Phone: 209-668-5402
- Marin Municipal, CA- Jim Kenney jkenney@marinwater.org
  Phone: 415-945-1501

5. City of Los Angeles
Los Angeles, CA

Contact: Katherin Quinn-
Email: Katherine.Quinn@lacity.org
Phone: 310-648-5665
Supply and Delivery of Sodium Hypochlorite for the past 6 years

6. County Sanitation Districts of Los Angeles County
PO Box 7998
Whittier, CA 90607-4998

Contact: Martha Ibarra
Emails: mibarra@lacsd.org
Phone: (562) 908-4288 ext. 1423
For Supply and Delivery of Bulk Sodium Hydroxide (Caustic Soda) 50% and Calcium Hydroxide 45%, have been servicing for 7 years

7. Metropolitan Water Dist. of Southern California
PO Box 54153
Los Angeles, CA 90054-0153

Contact: Angelo Sarao
Email: asarao@mwdh2o.com
Phone: (213) 217-7610
Supply and Delivery of Caustic Soda and Rail Cars of Chlorine for the past 3 years

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Over the past 15 years, Univar has participated in 100's of Municipal bids, we have listed the 6 projects represent our capabilities in California.

All of our operational personnel participated in making sure all delivery requirements were met to each customer.

Our customer service department takes care of all orders, they communicate with operations and the customer to make sure all requests are satisfied.

We meet 100% of our contractual obligations; any municipality that is under contract with Univar is serviced first if there is a shortage in the market place.

Bay Area Clean Water Agencies
Bid Results for Project 12-2026 SODIUM HYDROXIDE
Bid Due on February 19, 2026 4:00 PM (PDT)

REGIONAL BID AWARD

Section	SODIUM HYDROXIDE 20% (Caustic)		SODIUM HYDROXIDE 25% (Caustic)						SODIUM HYDROXIDE 30% (Caustic)			SODIUM HYDROXIDE 50% (Caustic)						
Description	Marin Sonoma N	Sacramento	Central Valley	Marin Sonoma Napa	Peninsula	Sacramento	South Bay	Tri Valley	Marin Sonoma Napa	North Bay	Sacramento	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Sacramento	South Bay	Tri Valley
Unit of Measure	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton
Univar Solutions USA LLC.	1,690.2500	896.0600	1,110.2600	879.7300	880.2800	886.0900	1,165.4700	837.4400	1,322.3600	859.4600	860.9800	712.8400	706.4300	699.1400	689.5000	751.4800	1,091.0600	700.7500
Brenntag Pacific, LLC	2,732.0000	3,032.0000	830.0000	980.0000	920.0000	1,000.0000	1,420.0000	820.0000	2,799.0000	883.0000	1,000.0000	833.0000	800.0000	1,515.0000	795.0000	835.0000	804.0000	795.0000

**Highligted bid prices are only to show the apparent low bid and should not be construed as any indication that BACC has accepted such bid as responsive; see bid review for award recommendation.*

Per Section 2.16 Method of Award
Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder for each listed region meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined for each region listed on the Bid Form. The bidder that meets the specifications and submits the lowest overall bid price for a particular region may be awarded the bid by the participating agencies in that region, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. The lowest overall bid price for each region will be determined by multiplying the estimated annual quantity for each participating agency within the particular region by the bid prices for the region, and adding up the aggregate cost.

APPARENT LOWEST OVERALL BID PRICE FOR EACH REGION (LOWEST AGGREGATE COST PER REGION)

CENTRAL VALLEY
EST ANNUAL dry ton

	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
			435				365		
	BID PRICE PER Dry ton	TOTAL EST COST	BID PRICE PER Dry ton	TOTAL EST COST	BID PRICE PER Dry ton	TOTAL EST COST	BID PRICE PER dry ton	TOTAL EST COST	
Univar Solutions USA LLC.			1,110.2600	$482,963.10			712.8400	$260,186.60	$743,149.70
Brenntag Pacific, Inc.			830.0000	$361,050.00			833.0000	$304,045.00	$665,095.00

EAST BAY
EST ANNUAL QTY Dry Ton

	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
							866		
							BID PRICE PER Dry Ton	TOTAL EST COST	
Univar Solutions USA LLC.							706.4300	$611,768.38	$611,768.38
Brenntag Pacific, Inc.							800.0000	$692,800.00	$692,800.00

MARIN SONOMA NAPA
EST ANNUAL QTY Dry Ton

	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
	23		70		13		2,050		
	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	
Univar Solutions USA LLC.	$1,690.25000	38875.75	$879.7300	$61,581.10	$1,322.3600	$17,190.68	$699.1400	$1,433,237.00	$1,550,884.53
Brenntag Pacific, Inc.	$2,732.00000	62836.00	$980.0000	$68,600.00	$2,799.0000	$36,387.00	$1,515.0000	$3,105,750.00	$3,273,573.00

NORTH BAY
EST ANNUAL QTY Dry Ton

	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
					2,658		965		
					BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	
Univar Solutions USA LLC.					$859.4600	$2,284,444.68	$689.5000	$665,367.50	$2,949,812.18
Brenntag Pacific, Inc.					$883.0000	$2,347,014.00	$795.0000	$767,175.00	$3,114,189.00

Peninsula
EST ANNUAL QTY Dry Ton

	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
			450						
			BID PRICE PER Dry Ton	TOTAL EST COST					
Univar Solutions USA LLC.			880.2800	$396,126.00					$396,126.00
Brenntag Pacific, Inc.			920.0000	$414,000.00					$414,000.00

SACRAMENTO
EST ANNUAL QTY Dry Ton

	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
	8		881		167		2,440		
	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	
Univar Solutions USA LLC.	896.0600	$7,168.48	886.0900	$780,645.29	860.9800	$143,783.66	751.4800	$1,833,611.20	$2,765,208.63
Brenntag Pacific, Inc.	3032.0000	$24,256.00	1000.0000	$881,000.00	1000.0000	$167,000.00	835.0000	$2,037,400.00	$3,109,656.00

SOUTH BAY
EST ANNUAL QTY Dry Ton

	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL AGGREGATE COST FOR REGION
			279				1,105		
			BID PRICE PER Dry Ton	TOTAL EST COST			BID PRICE PER Dry Ton	TOTAL EST COST	
Univar Solutions USA LLC.			1165.4700	$325,166.13			$1,091.0600	$1,205,621.30	$1,530,787.43
Brenntag Pacific, Inc.			1420.0000	$396,180.00			$804.0000	$888,420.00	$1,284,600.00

TRI VALLEY
EST ANNUAL QTY Dry Ton

	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
			372				607		
			BID PRICE PER Dry Ton	TOTAL EST COST			BID PRICE PER Dry Ton	TOTAL EST COST	
Univar Solutions USA LLC.			$837.44000	$311,527.68			$700.75000	$425,355.25	$736,882.93
Brenntag Pacific, Inc.			$820.00000	$305,040.00			$795.00000	$482,565.00	$787,605.00

TOTAL EST QTY Dry Ton	**31**	**2,487**	**2,838**	**8,398**
CHECK: BID DOC TOTALS	**31**	**2,487**	**2,838**	**8,398**

Bay Area Clean Water Agencies
Bid Results for Project 12-2026 SODIUM HYDROXIDE
Bid Due on February 19, 2026 4:00 PM (PT)

REGIONAL AWARD

Item #	BACC RECOMMENDATION
1	Received via bid platform by bid deadline above
2	Bids submitted on forms provided
3	Must include a base unit price for each geographic area
4	Additional charges for "short load" deliveries shown as a standard deviation on bid form
5	References: minimum of 3
6	Product Specification Deviations - if any, proposed specification must be attached
7	Fully Executed Standard Agreement
8	Fully Executed Non-Collusion Affidavit
9	For potable application only: Affidavit of Compliance to AWWA and/or NSF standard or Statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org
10	Representative lab analysis of the chemical prepared by reputable outside laboratory or ISO Certified
11	Name /Address of chemical manufacturer
12	Product Bulletin and Typical Properties
13	Safety Data Sheet (SDS)
14	Addendum/Addenda Acknowledgement
15	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder
16	Specific Deviations Noted

4 & 16

SPECIFIC DEVIATIONS:

☒ This box must be checked if bidder has any proposed specific deviations. Per Section
Proposed Deviations from the Specifications by the Bidder, the absence of a proposed change
the specifications will hold the bidder strictly accountable to the specifications as described in
bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to
Standard Agreement at the time of submission, with bidder's name clearly shown on each document
Any order less than 2,000 gal will be charged an LTL fee of $575.00 per delivery.
If a load is split between multiple sites and the delivery volume is less than 2,000 gal, the LT
fee will be charged to the first delivery.

Please see the attached 2 pages, which lists the Sodium Hydroxide deviations

#11 Univar

11. Chemical Manufacturer's name and address (if different from Bidder):
K2-950 Loveridge Rd., Pittsburg, CA 94565

Univar-12522 Los Neitos Rd., Santa Fe Springs, CA 90670

Univar-525 Seaport Blvd, Redwood City, CA 94063

Univar	Brenntag
Lowest Responsive Responsible Bidder for 20% inMarin Sonoma Napa and Sacramento, for 25% in Marin Sonoma Napa, Peninusla, Sacramento and Tri Valley, for 30% in Marin Sonoma Napa, North Bay, Sacramento, and 50% in East Bay, Marin Sonoma Napa, North Bay, Sacramento and Tri Valley	**Lowest responsive responsible bidder for 25% in Central Valley and South Bay, and for 50% in Central Valley and South Bay**
y	y
y	y
y	y
y see below	none
y	y
Yes - see below	none
y	y
y	no
y	y
y	y
Univar & K2	same
y	y
y	y
yes	yes
Chemical Transfer, Bulk Transportation, Quality Carriers, RJs	none
yes - see below	none

6

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Date: February 16, 2026

Re: BACC Bid No. 12-2026: Deviation from BACC NaOH Specifications

In accordance with BACC Bid No. 12-2026, Section 2.12, Proposed Deviations from tl
the Bidder, Univar Solutions intends to supply sodium hydroxide solution to BACC me
technical specifications:

UNIVAR SOLUTIONS PRODUCT TECHNICAL SPECIFICATIOI
SODIUM HYDROXIDE, 20% Solution

Characteristics	Units	Minimum	Ma
Sodium Hydroxide, NaOH	Wt. %	18	
Sodium Oxide, Na_2O	Wt. %	13.6	
Sodium Chloride, NaCl	PPM	0	
Sodium Carbonate, Na_2CO_3	Wt. %	0	
Sodium Chlorate, $NaClO_3$	PPM	0	
Sodium Sulfate, Na_2SO_4	PPM	0	
Nickel, Ni	PPM	0	
Iron, Fe	PPM	0	
Mercury, Hg	PPM	0	
Specific Gravity		1.21	

* Sodium hydroxide for wastewater treatment applications may contain up t
3 mg/L nickel (Ni)

UNIVAR SOLUTIONS PRODUCT TECHNICAL SPECIFICATIO
SODIUM HYDROXIDE, 25% Solution

Characteristics	Units	Minimum	Ma
Sodium Hydroxide, NaOH	Wt. %	23	
Sodium Oxide, Na_2O	Wt. %	17.4	
Sodium Chloride, NaCl	PPM	0	
Sodium Carbonate, Na_2CO_3	Wt. %	0	
Sodium Chlorate, $NaClO_3$	PPM	0	
Sodium Sulfate, Na_2SO_4	PPM	0	
Nickel, Ni	PPM	0	
Iron, Fe	PPM	0	
Mercury, Hg	PPM	0	
Specific Gravity		1.20	

* Sodium hydroxide for wastewater treatment applications may contain up t
3 mg/L nickel (Ni)

UNIVAR SOLUTIONS PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 30% Solution

Characteristics	Units	Minimum	Maxi
Sodium Hydroxide, NaOH	Wt. %	28	3
Sodium Oxide, Na_2O	Wt. %	22.3	2
Sodium Chloride, NaCl	PPM	0	1
Sodium Carbonate, Na_2CO_3	Wt. %	0	0.
Sodium Chlorate, $NaClO_3$	PPM	0	3
Sodium Sulfate, Na_2SO_4	PPM	0	8
Nickel, Ni	PPM	0	0.
Iron, Fe	PPM	0	5
Mercury, Hg	PPM	0	
Specific Gravity		1.25	1.

* Sodium hydroxide for wastewater treatment applications may contain up to 9
3 mg/L nickel (Ni)

UNIVAR PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 50% Solution

Characteristics	Units	Minimum	Maxi
Sodium Hydroxide, NaOH	Wt. %	48	5
Sodium Oxide, Na_2O	Wt. %	36.8	4
Sodium Chloride, NaCl	PPM	0	1
Sodium Carbonate, Na_2CO_3	Wt. %	0	0.
Sodium Chlorate, $NaClO_3$	PPM	0	5
Sodium Sulfate, Na_2SO_4	PPM	0	1
Nickel, Ni	PPM	0	0.
Iron, Fe	PPM	0	5
Mercury, Hg	PPM	0	
Specific Gravity		1.45	1.

* Sodium hydroxide for wastewater treatment applications may contain up to 9
3 mg/L nickel (Ni)

Sincerely,



Tom Edman
Sr. Director – BCD Product Management

he Specifications by
eting the following

NS

aximum
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o 9 mg/L iron (Fe) and

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mg/L iron (Fe) and

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.37
File #: 0203-03
Item ID: 2026-464

Title:	Sodium Hypochlorite (BACC 13-2026) - Contract Purchase Agreement
Contact:	Becky Philipp 916-746-1110 bphilipp@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with Pioneer Americas LLC, doing business as Olin Finance Company, in the amount of $1,802,000 for the supply and delivery of sodium hypochlorite for FY2026-27. The chemical will be used at the Pleasant Grove Wastewater Treatment Plant, Barton Road Water Treatment Plant, Roseville Energy Park, groundwater well sites, West Side Tank and Pump Station, Johnson Pool, Mike Shellito Pool, and the Roseville Aquatic Complex. Sufficient funding is included in the Environmental Utilities, Electric, and Parks, Recreation and Libraries Departments' proposed FY2026-27 budgets for this purchase.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving Contract Purchase Agreement (3005349) with Pioneer Americas LLC, doing business as Olin Finance Company, as the lowest responsive bidder for Bay Area Chemical Consortium (BACC) Bid No. 13-2026 for the supply and delivery of sodium hypochlorite and authorizing the City Manager to execute the agreement on behalf of the City of Roseville.

Staff further requests that the City Council authorize the City Manager or his or her designee to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

BACKGROUND

The Pleasant Grove Wastewater Treatment Plant, Barton Road Water Treatment Plant, Roseville Energy Park, groundwater well sites, West Side Tank and Pump Station, Johnson Pool, Mike Shellito Pool, and the Roseville Aquatic Complex have ongoing needs for sodium hypochlorite (chlorine), which is used to maintain water quality standards and provide disinfection at these facilities. The chemical is purchased on an as-needed basis throughout the year.

In February 2026, the City participated in a regional chemical procurement led by the Bay Area Chemical Consortium (BACC), with the Bay Area Clean Water Agency serving as the coordinating agency. BACC is an informal cooperative of Northern California water and wastewater agencies that combines chemical purchases through competitive bidding. By aggregating demand from more than 50 participating agencies, BACC increases purchasing power and achieves cost savings that benefit utility customers.

FISCAL IMPACT

The FY2026-27 not-to-exceed amount is $1,802,000. Funding is included in the proposed FY2026-27 Environmental Utilities, Electric, and Parks, Recreation, and Libraries Departments' budgets. Projected

spending for the optional renewal years is as follows: FY2027-28, $1,982,200; FY2028-29, $2,180,420; and FY2029-30, $2,398,462.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed contract purchase agreement does not include the potential for significant environmental effect and is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Becky Philipp, Purchasing Supervisor

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 26-207
2. Contract Purchase Agreement
3. Bid Summary Sheet

REVIEWERS:

Becky Philipp, Finance Department - Purchasing	Created/Initiated - 5/20/2026
Shannon Wiest, Finance Department - Purchasing	Approved - 5/27/2026
Scott Pettingell, Finance Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/4/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-207

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PIONEER AMERICAS LLC DBA OLIN FINANCE COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3005349) for Sodium Hypochlorite (BACC 13-2026), by and between the City of Roseville and Pioneer Americas LLC dba Olin Finance Company, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005349

Supplier Details:

Company	Pioneer Americas LLC dba Olin Finance Company LLC
Contact	Patrick Schumacher
Address	490 Stuart Rd NE
	Cleveland, TN 37312

Submit your response to:

Company	City of Roseville
Contact	"Becky" Rebecca Philipp
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1110
Fax	(916) 746-1115
E-mail	BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

Contract Purchase Agreement 3005349

Agreement	**3005349**
Agreement Date	**01-MAY-2026**
Revision	**0**
Agreement Amount	**1,802,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Pioneer Americas LLC dba Olin Finance Company LLC
490 Stuart Rd NE

Cleveland, TN 37312
Phone: (423) 336-4421
Fax: (423) 336-4682
Email: owcmarketing_bidteam@olin.com

Description of Labor, equipment and/or materials

Vendor shall provide and delivery 12.5% sodium hypochlorite (bleach) at a cost of $3.545 per gallon to various locations in Roseville in accordance with all specifications, attachments and terms and conditions of BACC Bid No. 13-2026 and the attached "2026 BACC Chemical Bid Specific Deviation" of BACC Bid No.13-2026 - Sodium Hypochlorite". All deliveries must be made Monday - Friday between the hours of 7:00 a. m. and 3:00 p.m. unless otherwise specified.

Contact Jason Fick for PGWWTP at 916-746-1941 or jfick@roseville.ca.us, Drew Yarbrough for REP at 916-746-1656 or dyarbrough@roseville.ca.us, Stephen Peterson for WTP at 916-746-1996 or speterson@roseville.ca.us, Steven Rhoden in Parks at 916-746-1130 or srhoden@roseville.ca.us and John Tadlock for WST & Wells at 916-223-7529 or jtadlock@roseville.ca.us for questions.

*Total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15640	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2026	**30-Jun-2027**	**"Becky" Rebecca Philipp** Phone **1-916-746-1110**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management

and the City Attorney.

c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.

f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

11. Contractor shall comply with all federal, state, and local laws and ordinances, including

but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
21. Contractor certifies that Contractor, its employees, directors, officers, agents,

subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.
25. If Contractor produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Contractor shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or California law. Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Contractor's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/16/26 JS

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: $1 Million per occurrence /$2 Million aggregate
- Automobile Liability: $1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

Pyrotechnics:____
General Liability:
$5 Million/occurrence
$10 Million aggregate
Auto - $2 Million/occurrence

Chemical/Environmental:__X__
General Liability:
$3 Million/occurrence
$6 Million aggregate
Pollution – $2 Million/Occurrence
Auto - $2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier

Signature:_____

Print Name: Deon Carter

Title: VP & President, Chlor Alkali Products & Vinyls

Date: 05.15.2026

Supplier

Signature:_____

Print Name:_____

Title:_____

Date**:** _____

City of Roseville, A Municipal Corporation

Signature:_____

Print Name: **Dominick Casey**

Title: **City Manager**

Date:_____

DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA

April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 13-2026
SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

I hereby agree to furnish SODIUM HYPOCHLORITE 12.5% identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: Pioneer Americas LLC is a wholly subsidiary of Olin Corporation

Address: 16290 Katy Freeway, Suite 600

City, State, ZIP: Houston, TX 77094

Phone: (423) 336-4421

Email: OWCMarketing_BidTeam@olin.com

Authorized Representative: Deon Carter, VP and President Chlor Alkali Division

Signature:

Date: 02/17/2026

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER _____ THROUGH _____.

SPECIFIC DEVIATIONS:

[X] This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed changed in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

Please see attached for Specific Deviations

Description of Emergency Supply Plan: Provide a summary of vendor's plans to continue to supply product in the event of an unexpected disaster or urgent emergency event.

Olin operates additional facilities in Santa Fe Springs, CA and Henderson, NV that can be leveraged for emergency supply.

STANDARD AGREEMENT, PAGE 2 OF 2

1692799v1

BIDDER INFORMATION

1. Legal Name of Bidder:
   Pioneer Americas LLC is a wholly subsidiary of Olin Corporation

2. Bidder's Street Address:
   16290 Katy Freeway, Suite 600, Houston, TX 77094

3. Mailing Address:
   16290 Katy Freeway, Suite 600, Houston, TX 77094

4. Business Telephone: (423) 336-4421 Fax Number: (423) 336-4682

5. Type of Supplier:
   □ Sole Proprietor □ Partnership x□ Corporation □ LLC
   If Corporation, indicate State where incorporated: Virginia

6. Business License Number issued by the City where the Supplier's principal place of business is located.
   Number: 12082L Issuing City: Pittsburg, CA

7. Supplier Federal Tax Identification Number: 06-1420850

8. Emergency Contact: Name: Chemtrec
   Phone Number: (800) 424-9300

9. Order Contact: Name: Olin Customer Service
   Address: 16290 Katy Freeway, Suite 600, Houston, TX 77094
   Phone Number: (833) 370-3737 Fax Number: (866) 449-8036
   Email: CAPVCustomerSVCWest@olin.com

10. References:

Company/Agency Name	Contact Name	Phone Number
1) City of Roseville	Becky Philipp, Buyer II	(916) 746-1110
2) City of Santa Rosa	Jennifer Myles, Sr. Buyer	(707) 543-3709
3) Modesto Irrigation District	Daryn Weese, Buyer	(209) 526-7685

11. Chemical Manufacturer's name and address (if different from Bidder):
    K2 Pure Solutions
    950 Loveridge Rd.
    Pittsburg, CA 94565

1692799v1

CHLOR ALKALI
PRODUCTS AND VINYLS

1186 Lower River Road, Charleston, TN 37310
Phone: 423-336-4421 / Fax : 423-336-4682
Internet Address: www.olinchloralkali.com

2026 BACC Chemical Bid Specific Deviation

BACC Bid 13-2026 – Sodium Hypochlorite

Olin is the largest producer/supplier of bulk sodium hypochlorite to municipal water treatment in North America and the state of California. We have successfully serviced the requirements of most of the BACC membership at one time or another in recent years. Olin looks forward to negotiating with individual BACC members to develop mutually agreeable terms and conditions for sale of sodium hypochlorite. We are committed to try to comply with the inclusive intent of this bid and shall continue to make all good faith efforts to mutually work individually with members of the BACC on servicing their unique requirements if recommended for award of their business. Since there are some individual requirements that are undisclosed or we may be unfamiliar with, if recommended for bid award, we will need to review and assess these case by case with individual members as advised in the bid. These may possibly include such things as follow:

- Unattended deliveries at unmanned sites to be deemed safe and mutually agreed upon case by case.
- Delivery requirements at new or unfamiliar remote sites requiring specialized metering or non-standard bulk delivery equipment requirements to be assessed and agreed upon case by case. Some member sites may not be serviceable by Olin after sites are reviewed and Olin reserves the right to make that determination.
- Product samples, when required for shipments, would need to be mutually agreed upon so as to provide a safe and secure process for samples to be supplied to protect drivers, site attendants and the environment.
- New delivery sites must successfully complete and meet Olin's minimum safety and security requirements site questionnaire prior to first scheduled deliveries.

In addition, we would request consideration of the following issues:

- We would like to see the product specifications consistently align with meeting limits in current published NSF STD 60 and AWWA B-300-18 standards for 12.5 weight % sodium hypochlorite (including: pH of 12-14 to better align with free alkaline limits as noted in the bid; 12.5% AvCl minimum be revised to 11.9% AvCl (which equates to 12.5% NaOCl wt%); AvCl in gpl be removed or revised to match desired AvCl wt% and NaOCl wt%). Product is produced in a continuous manufacturing process to these quality certifications and making product to individual specifications by individual customer is not reasonably possible for standard operations. Our product specification and ISO lab analysis is included in the bid.
- We would request "insoluble matter" be removed from individual COA's reporting as this component is already managed through the "Filtration Limitations" testing noted on page 21. It cannot be analyzed and reported on the COA for every individual load without interrupting

Olin
CHLOR ALKALI
PRODUCTS AND VINYLS

1186 Lower River Road, Charleston, TN 37310
Phone: 423-336-4421 / Fax : 423-336-4682
Internet Address: www.olinchloralkali.com

processes and timely delivery of orders. We have SPC data on regular sampling available upon request.

- Acceptance of orders delivered with a min. 72 hours ARO as a standard and 24 hours in emergencies.
- Acceptance of Olin corporate insurance coverages.
    - Note: Olin does not maintain a separate pollution liability policy. The General Liability Policy contains coverage for Time Element/Sudden and Accidental Pollution Liability, and the Auto Liability Policy includes the Pollution Liability Broadened Coverage for Covered Autos (CA 9948).
    - Insurance is Primary and Non-Contributory for Additional Insured's (applies to General Liability & Auto Liability only).
- We request the right by written notice to review and recover increases in the cost of products to Seller due to significant unanticipated increases in prevailing market energy costs effecting the costs of raw materials or finished product. Seller to provide reasonable explanations and independent public documentation for any requested price adjustments.
- **Full Truck-load Bulk Shipments –** Bid pricing submitted is for bulk full truck-load, one-stop deliveries**.** Due to significant cost increases in transportation and fuel costs, additional adjustments for carrier charges for less than truck-load or split shipments may apply individually case by case as follows:
    - **Less than full truck-load shipments –** Short shipments < 2,000 gals. may incur a $500 freight adder per shipment to the bulk delivered unit price upon invoice.
    - **Mini-bulk Shipments –** Shipments <1,500 gals. may incur a $800 freight adder per shipment to the delivered unit price upon invoice.

        - Shipments of < 700 gals. may not physically be safely serviceable by Olin's standard bulk tanker equipment. We can review any case by case. Olin reserves rights for final approval of very small aquatic and remote rural sites like Pt Reyes Station, Oakwood Lake Water well sites , City of Morgan Hill well sites, City of Stockton well sites, City of Turlock well sites, Roseville well sites, City of Morgan Hill well sites, DVC power plant, Contra Costa Water District pump stations, Diablo Water District, Pleasant Hill Aquatic, Yuba City swimming pool, Town of Discovery Bay and Dublin San Ramon Services District Reservoir 1A, 10A and 300B pumpstations. These type deliveries typically require specialized delivery equipment and we cannot safely service and meet min. Olin site safety requirements. If, at Olin's sole discretion, it's determined they can be safely serviceable with standard bulk delivery equipment, there will be a $2,200/ shipment freight surcharge plus stop charges added to base unit pricing per shipment for these specific requirements to cover the high-cost labor-intensive service required.

CHLOR ALKALI
PRODUCTS AND VINYLS

1186 Lower River Road, Charleston, TN 37310
Phone: 423-336-4421 / Fax : 423-336-4682
Internet Address: www.olinchloralkali.com

- Split shipments involving more than one unloading stop per individual shipment may incur multi-stop carrier charges of $75/unloading stop after one free unloading stop per shipment.

Bay Area Clean Water Agencies
Bid Results for Project 13-2026 SODIUM HYPOCHLORITE 12.5%
Bid Due on February 19, 2026 4:00 PM (PDT)

REGIONAL BID AWARD

Section			
Description	**Central Valley**	**East Bay**	**Marin Sonoma Napa**
Unit of Measure	gal	gal	gal
Pur Water LLC	no bid	3.2000	no bid
DURRANI INVESTMENTS CORP	2.9000	3.0500	2.9500
Univar Solutions USA LLC.	3.4900	3.4700	3.4900
Olin Corporation	3.5450	3.5450	3.5450

Per Section 2.16 Method of Award
Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder for each listed regio will be determined for each region listed on the Bid Form. The bidder that meets the specifications and submits the lowest over assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. The lowest overall bid p agency within the particular region by the bid prices for the region, and adding up the aggregate cost. BACC has the right to de to waive irregularities in said bids.

Lowest responsive bid for each region

Section			
Description	**Central Valley**	**East Bay**	**Marin Sonoma Napa**
Estimated annual quantity (in gals)	**1,140,000**	**1,665,000**	**1,122,705**
Pur Water LLC	no bid	$5,328,000.0000	no bid
DURRANI INVESTMENTS CORP	$3,306,000.0000	$5,078,250.0000	$3,311,979.7500
Univar Solutions USA LLC.	$3,978,600.0000	$5,777,550.0000	$3,918,240.4500
Olin Corporation	$4,041,300.0000	$5,902,425.0000	$3,979,989.2250

SODIUM HYPOCHLORITE 12.5%

North Bay	Peninsula	Sacramento	South Bay	Tri Valley
gal	gal	gal	gal	gal
no bid	3.2000	no bid	no bid	no bid
3.0000	3.2000	3.3000	3.1000	3.1500
3.4500	3.5200	3.6100	3.4500	3.5100
3.5450	3.5450	3.5450	3.5450	3.5450

n meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical
all bid price for a particular region may be awarded the bid by the participating agencies in that region,
rice for each region will be determined by multiplying the estimated annual quantity for each participating
elete terms or options from the bid contract documents and reserves the right to reject any and all bids and

SODIUM HYPOCHLORITE 12.5%

North Bay	Peninsula	Sacramento	South Bay	Tri Valley
2,447,200	**835,000**	**1,224,700**	**2,590,000**	**945,800**
no bid	$2,672,000.0000	no bid	no bid	no bid
$7,341,600.0000	$2,672,000.0000	$4,041,510.0000	$8,029,000.0000	$2,979,270.0000
$8,442,840.0000	$2,939,200.0000	$4,421,167.0000	$8,935,500.0000	$3,319,758.0000
$8,675,324.0000	$2,960,075.0000	$4,341,561.5000	$9,181,550.0000	$3,352,861.0000

SODIUM HYPOCHLORITE 12.5% In 275-gal totes (Optional bid item)			Sodium Hypochlorite 12.5% In Carboys (OPTIONAL BID ITEM)	SODIUM HYPOCHLORITE 5.25% (Optional bid item)	
Central Valley	**North Bay**	**Tri Valley**	**Marin Sonoma Napa**	**Sacramento**	
gal		gal	gal	gal	
no bid	no bid	no bid	no bid	no bid	***PurWater u**
no bid	no bid	no bid	no bid	no bid	***Durranni un**
no bid	no bid	no bid	no bid	no bid	
no bid	no bid	no bid	no bid	2.0000	

SODIUM HYPOCHLORITE 12.5% In 275-gal totes (Optional bid item)			Sodium Hypochlorite 12.5% In Carboys (OPTIONAL BID ITEM)	SODIUM HYPOCHLORITE 5.25% (Optional bid item)	
Central Valley	**North Bay**	**Tri Valley**	**Marin Sonoma Napa**	**Sacramento**	**Total**
2,750	**1,400**	**5**	**16,000**	**95,000**	12,085,560
no bid	no bid	no bid	no bid	no bid	
no bid	no bid	no bid	no bid	no bid	
no bid	no bid	no bid	no bid	no bid	
no bid	no bid	no bid	no bid	$190,000.0000	

nresponsive missing geographic regions

ıresponsive bc they provided quarterly pricing and irregular bc they did not provide or notorize required bid doc

Bid document total
12,085,560

uments

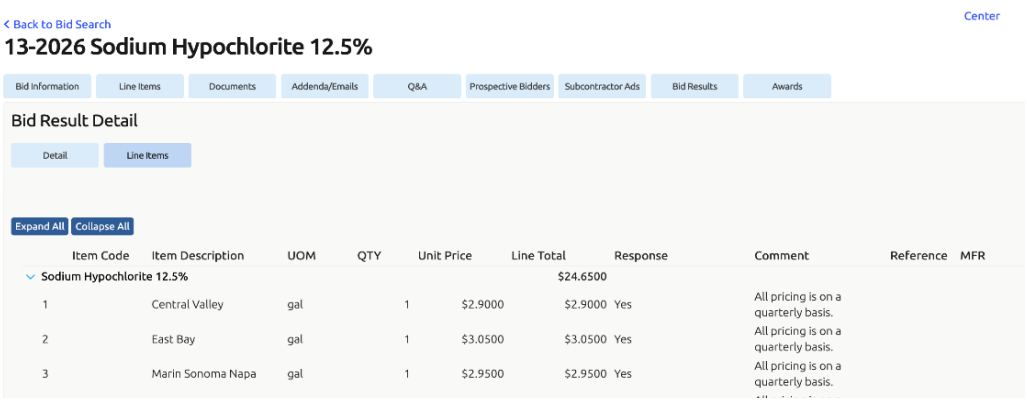
Bay Area Clean Water Agencies
Bid Results for Project 13-2026 SODIUM HYPOCHLORITE 12.5%
Bid Due on February 19, 2026 4:00 PM (PT)

REGIONAL AWARD

Item #	BACC RECOMMENDATION
1	Received via bid platform by bid deadline above
2	Bids submitted on forms provided
3	Must include a base unit price for each geographic area
4	Additional charges for "short load" deliveries shown as a standard deviation on bid form
5	References: minimum of 3
6	Product Specification Deviations - if any, proposed specification must be attached
7	Fully Executed Standard Agreement
8	Fully Executed Non-Collusion Affidavit
9	For potable application only: Affidavit of Compliance to AWWA and/or NSF standard or Statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org
10	Representative lab analysis of the chemical prepared by reputable outside laboratory or ISO Certified
11	Name /Address of chemical manufacturer
12	Product Bulletin and Typical Properties
13	Safety Data Sheet (SDS)
14	Addendum/Addenda Acknowledgement
15	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder
16	Specific Deviations Noted

Durrani

Submitted documents on website. https://bacwa.org/bacc/



4	North Bay	gal	1	$3.0000	$3.0000	Yes	All pricing is on a quarterly basis.
5	Peninsula	gal	1	$3.2000	$3.2000	Yes	All pricing is on a quarterly basis.

Pur Water LLC	DURRANI INVESTMENTS CORP	Univar Solutions USA LLC.
Non-reponsive -prices not provided for all geographical regions	**Non-responsive - provided quarterly pricing, and required bid documents not provided \ signed \ notorized**	**Lowest Responsive Responsible Bidder of 12.5% in Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, South Bay, Tri Valley**
y	y	y
y	y	y
no	y	y
n	**n**	**yes - see below**
y	y	y
none	**none**	none
y	**no - no emergency plan**	y
y	**no**	y
yes	no	y
y	no	y
yes - Brenntag, PoolCorp	Yes - see below	yes - K2 & Univar
y	no	y
yes	no	y
n/a	n/a	n/a
3rd party	no	y
no	**yes - but nothing attached**	**yes- see below**

Univar

4 & 16

SPECIFIC DEVIATIONS:

☑ This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed changed in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

Any order less than 2,000 gal will be charged an LTL fee of $575.00 per delivery.

If a load is split between mutliple sites and the delivery volume is less than 2,000 gal., one LTL fee will be applied.

Price includes Mill Fee

Olin

4, 6 & 16

Olin™ CHLOR ALKALI PRODUCTS AND VINYLS

20

BACC Bid 13-2026 – Sodium Hypo

Olin is the largest producer/s
North America and the state
of the BACC membership at o
with individual BACC membe
sodium hypochlorite. We are

COUNTY OF KING)

I, Jennifer Perras, the Sr. Municipal Bid Specialist for Univar Solutions USA LLC. ("Univar") being duly sworn, states that I have read RFP#13-2026 and knows its contents and hereby attests that if Univar utilizes the services of a third-party hauling company for some or all of its deliveries, Univar will be responsible for ensuring that said hauler can and will deliver the product to each location shown on the bid documents.

Chemical Transfer Co.-3105 El Dorado St., Stockton, CA 95206	#209-466-3554
Medieros Transport- 2531 Illinois Ave, Modesto, CA 95358	#209-216-7041
Watson Bros Trucking- 13918 Jack Tone Rd, Manteca, CA 95336	#209-986-1588
Quality Carriers- 2750 Goodrick Ave, Richmond, CA	#510-232-8313
Reliable Liquid Transport Inc.- 1041 College Ave, Santa Rosa, CA 95404	#707-579-2890

By _____
Jennifer M. Perras

sodium hypochlorite. We are
shall continue to make all goo
on servicing their unique requ
some individual requirements
for bid award, we will need to
advised in the bid. These ma

- Unattended deliveries at
case.
- Delivery requirements at
standard bulk delivery ec
Some member sites may
the right to make that de
- Product samples, when r
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attendants and the envir
- New delivery sites must
requirements site questi

In addition, we would request cor

- We would like to see the
published NSF STD 60 and
(including: pH of 12-14 to
minimum be revised to 1
removed or revised to ma
continuous manufacturin
individual specifications b
operations. Our product
- We would request "insolu
component is already ma
cannot be analyzed and r

Form Rev.: Nov. 2014

Olin
CHLOR ALKALI
PRODUCTS AND VINYLS

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request.
- Acceptance of orders deliv
emergencies.
- Acceptance of Olin corpor
  - Note: Olin does nc
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  and the Auto Liabi
  Covered Autos (CA
  - Insurance is Prima
  Liability & Auto Lia
- We request the right by w
Seller due to significant un
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independent public docum
- **Full Truck-load Bulk Shipn**
deliveries. Due to significa
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case by case as follows:
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Form Rev.: Nov. 2014

Olin
CHLOR ALKALI
PRODUCTS AND VINYLS

- Split shipm
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Olin Corporation
Lowest Responsive Responsible Bidder of 12.5% and 5.25% (OBI) in Sacramento and
y
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y
yes - see below
y
yes -see below
y
y
y
y
yes - K2
y
y
n/a
no
y - see below

1186 Lower River Road, Charleston, TN 37310
Phone: 423-336-4421 / Fax : 423-336-4682
Internet Address: www.olinchloralkali.com

26 BACC Chemical Bid Specific Deviation

ochlorite

supplier of bulk sodium hypochlorite to municipal water treatment in
of California. We have successfully serviced the requirements of most
one time or another in recent years. Olin looks forward to negotiating
rs to develop mutually agreeable terms and conditions for sale of
e committed to try to comply with the inclusive intent of this bid and

od faith efforts to mutually work individually with members of the BACC
uirements if recommended for award of their business. Since there are
:s that are undisclosed or we may be unfamiliar with, if recommended
o review and assess these case by case with individual members as
ıy possibly include such things as follow:

t unmanned sites to be deemed safe and mutually agreed upon case by

t new or unfamiliar remote sites requiring specialized metering or non-
quipment requirements to be assessed and agreed upon case by case.
/ not be serviceable by Olin after sites are reviewed and Olin reserves
etermination.
required for shipments, would need to be mutually agreed upon so as
cure process for samples to be supplied to protect drivers, site
ronment.
successfully complete and meet Olin's minimum safety and security
ionnaire prior to first scheduled deliveries.

nsideration of the following issues:

product specifications consistently align with meeting limits in current
d AWWA B-300-18 standards for 12.5 weight % sodium hypochlorite
o better align with free alkaline limits as noted in the bid; 12.5% AvCl
.1.9% AvCl (which equates to 12.5% NaOCl wt%); AvCl in gpl be
atch desired AvCl wt% and NaOCl wt%). Product is produced in a
ıg process to these quality certifications and making product to
by individual customer is not reasonably possible for standard
specification and ISO lab analysis is included in the bid.
uble matter" be removed from individual COA's reporting as this
anaged through the "Filtration Limitations" testing noted on page 21. It
reported on the COA for every individual load without interrupting

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Internet Address: www.olinchloralkali.com

very of orders. We have SPC data on regular sampling available upon

vered with a min. 72 hours ARO as a standard and 24 hours in

rate insurance coverages.
ot maintain a separate pollution liability policy. The General Liability
verage for Time Element/Sudden and Accidental Pollution Liability,
ility Policy includes the Pollution Liability Broadened Coverage for
A 9948).
ary and Non-Contributory for Additional Insured's (applies to General
ability only).
ritten notice to review and recover increases in the cost of products to
nanticipated increases in prevailing market energy costs effecting the
finished product. Seller to provide reasonable explanations and
nentation for any requested price adjustments.

ments – Bid pricing submitted is for bulk full truck-load, one-stop
ant cost increases in transportation and fuel costs, additional
arges for less than truck-load or split shipments may apply individually

:k-load shipments – Short shipments < 2,000 gals. may incur a $500
shipment to the bulk delivered unit price upon invoice.
ents – Shipments <1,500 gals. may incur a $800 freight adder per
lelivered unit price upon invoice.

s of < 700 gals. may not physically be safely serviceable by Olin's
bulk tanker equipment. We can review any case by case. Olin reserves
final approval of very small aquatic and remote rural sites like Pt Reyes
lakwood Lake Water well sites , City of Morgan Hill well sites, City of
well sites, City of Turlock well sites, Roseville well sites, City of Morgan

ites, DVC power plant, Contra Costa Water District pump stations,
ater District, Pleasant Hill Aquatic, Yuba City swimming pool, Town of
Bay and Dublin San Ramon Services District Reservoir 1A, 10A and
ıpstations. These type deliveries typically require specialized delivery
ıt and we cannot safely service and meet min. Olin site safety
ents. If, at Olin's sole discretion, it's determined they can be safely
le with standard bulk delivery equipment, there will be a $2,200/
freight surcharge plus stop charges added to base unit pricing per
for these specific requirements to cover the high-cost labor-intensive
quired.

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Phone: 423-336-4421 / Fax : 423-336-4682
Internet Address: www.olinchloralkali.com

ents involving more than one unloading stop per individual shipment
multi-stop carrier charges of $75/unloading stop after one free
stop per shipment.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.38
File #: 0103-29
Item ID: 2026-472

Title:	Roseville Natural Gas Financing Authority – Fiscal Year 2026-27 Budget
Contact:	Teri Quinlan 916-774-5316 tquinlan@roseville.ca.us

SUMMARY

Staff recommends approval of the $16.6 million Roseville Natural Gas Financing Authority (RNGFA) budget for FY2026-27. The RNGFA issued the 2007 Gas Revenue Bonds which financed the prepayment of natural gas used for power generation at the Roseville Energy Park. Approval of the annual budget has no new fiscal impact.

RECOMMENDATION

Staff recommends the City Council, acting as the Roseville Natural Gas Financing Authority, adopt the attached resolution approving the Roseville Natural Gas Financing Authority FY2026-27 budget.

BACKGROUND

The Roseville Natural Gas Financing Authority (RNGFA) budget for FY2026-27 includes a debt service expense budget of $16,546,131, which represents principal and interest payments on the 2007 Gas Revenue Bonds. These bonds financed the prepayment of natural gas used for power generation at the Roseville Energy Park.

FISCAL IMPACT

The budget document provides a financial summary of the revenues and expenses of the RNGFA. Approval of the annual budget has no new fiscal impact.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The FY2026-27 RNGFA budget meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Teri Quinlan, Accounting Manager

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 1-26
2. FY27 Roseville Natural Gas Financing Authority Budget

REVIEWERS:

Teri Quinlan, Finance Department	Created/Initiated - 5/27/2026
Scott Pettingell, Finance Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/1/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

ROSEVILLE NATURAL GAS FINANCING AUTHORITY
RESOLUTION NO. 1-26

ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2026-27

WHEREAS, the Roseville Natural Gas Financing Authority has reviewed the proposed Roseville Natural Gas Financing Authority Budget FY2026-27;

NOW, THEREFORE, the Roseville Natural Gas Financing Authority does hereby resolve that the attached Roseville Natural Gas Financing Authority Budget FY2026-27 is hereby approved.

PASSED AND ADOPTED by the Roseville Natural Gas Financing Authority this __ day of _____, 20___, by the following vote on roll call:

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

_____
CHAIR

ATTEST:

_____
Secretary

Roseville Natural Gas Financing Authority

	Actual FY2025	Budget FY2026	Budget FY2027
OPERATING REVENUES			
Charges for Services	$ 16,528,513	$ 16,821,500	$ 16,830,000
Use of Property and Money	534,060	-	40,000
Total Revenues	**17,062,573**	**16,821,500**	**16,870,000**
LESS OPERATING EXPENSES			
Roseville Natural Gas Finance Authority	182,068	17,500	17,500
Total Operating Expenses	**182,068**	**17,500**	**17,500**
LESS CAPITAL AND DEBT EXPENSES			
Debt Service - Series 2007 Gas Revenue Bonds	16,592,646	16,551,413	16,546,131
Total Capital and Debt Expenses	**16,592,646**	**16,551,413**	**16,546,131**
INCREASE (DECREASE) FROM OPERATIONS	**287,859**	**252,587**	**306,369**
FUND BALANCE, BEGINNING OF YEAR	**3,283,396**	**3,571,255**	**3,823,842**
INCREASE (DECREASE) FROM OPERATIONS	**287,859**	**252,587**	**306,369**
FUND BALANCE, END OF YEAR	**$ 3,571,255**	**$ 3,823,842**	**$ 4,130,211**

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.39
File #: 0201-01
Item ID: 2026-480

Title:	Enterprise Project Management Software - Budget Adjustment
Contact:	Deanne Baquera 916-774-5157 dmbaquera@roseville.ca.us

SUMMARY

Staff recommends approval of a budget adjustment in the amount of $319,106 for internal labor charges for the Enterprise Project Management Software project. Funding is available proportionally from the nine City funds originally approved to fund the project, including the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of $319,106 for the Enterprise Project Management Software project.

BACKGROUND

On September 3, 2025, the City Council approved a contract purchase agreement with Metafuse Incorporated dba Project Insight for delivery of a citywide enterprise project management solution.

The original project budget included estimates for City staff labor to support implementation and deployment activities over the course of one year. After approval, citywide discussions regarding the project scope led to valuable input and adjustments. These changes required the project team to adapt staffing levels, deliver additional training, and bring on a limited-term employee once the work resumed. As a result, the project is now set for completion in the second quarter of FY2026-27.

With the project's later start, City staff dedicated extra time to implementation, retraining, vendor coordination, and refining the project's scope and design. These additional efforts were not anticipated in the original labor budget. The proposed budget adjustment will ensure that all remaining labor and overhead costs are fully covered, allowing for the successful completion of the project.

FISCAL IMPACT

Estimated labor and vendor costs to complete the project are $319,106 more than available funds. The current project budget is $402,412. With this budget adjustment, the revised project budget will total $721,519.

The project is funded by multiple, so funding is proposed to come proportionally from the following funds: General Fund - 56.60%; Fleet - 1.80%; Facility Rehabilitation – 1.50%; Electric - 15.20%; Water Rehabilitation – 6.70%; Wastewater Rehabilitation - 9.60%; Solid Waste Rehabilitation - 7.60%; Transit -

0.50%; Transportation – 0.50%.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Deanne Baquera, Management Analyst

Hong Sae, Chief Information Officer

ATTACHMENTS:

1. Ordinance 7079

REVIEWERS:

Deanne Baquera, Information Technology Department	Created/Initiated - 5/26/2026
Zaki Rucker, Information Technology Department	Approved - 5/26/2026
Jesse Ravera, Information Technology Department	Approved - 5/26/2026
Hong Sae, Information Technology Department	Approved - 5/27/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

ORDINANCE NO. 7079

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for the Enterprise Project Management project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Deanne Baquera, Management Analyst	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Deanne Baquera, Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	ITD Information Technology Department		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5080	84001	500523	180,614	Increase internal labor budget
1001	5670	10001		(180,614)	Reduce Contingency Fund budget for project #500523
4005	5080	84001	500523	5,744	Increase internal labor budget
4065	5080	84001	500523	4,787	Increase internal labor budget
6001	5080	84701	500523	48,504	Increase internal labor budget
6130	5080	84001	500523	21,380	Increase internal labor budget
6230	5080	84001	500523	30,634	Increase internal labor budget
6330	5080	84001	500523	24,252	Increase internal labor budget
6511	5080	84001	500523	1,596	Increase internal labor budget
6520	5080	84001	500523	1,596	Increase internal labor budget
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				138,493	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	4425	84001	500523	1,596	Increase revenue budget
6520	4425	84001	500523	1,596	Increase revenue budget
REVENUES/TRANSFERS IN TOTAL				3,192	

NET ADJUSTMENT	135,301	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	3601	00000	000000	(5,744)	Decrease Fleet Replacement Fund Balance
4065	3601	00000	000000	(4,787)	Decrease Facility Rehabilitation Fund Balance
6001	3601	00000	000000	(48,504)	Decrease Electric Fund Balance
6130	3601	00000	000000	(21,380)	Decrease Water Rehabilitation Fund Balance
6230	3601	00000	000000	(30,634)	Decrease Wastewater Rehabilitation Fund Balance
6330	3601	00000	000000	(24,252)	Decrease Waste Services Rehabilitation Fund Balance
FUND BALANCE TOTAL				(135,301)	

Justification for Budget Adjustment:

The Information Technology Department is requesting a budget adjustment to increase the budget for the Enterprise Project Management project (500523) by $319,107 to cover additional labor costs.

The current project budget is $402,412. With this adjustment, the revised project budget will total $721,519.

The General Fund portion of the requested increase ($180,614) will be funded by General Fund contingency. All other fund increases will be funded by available resources.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.40
File #: 0201-01
Item ID: 2026-481

Title:	Customer Relationship Management Project - Budget Adjustment
Contact:	Deanne Baquera 916-774-5157 dmbaquera@roseville.ca.us

SUMMARY

Staff recommends approval of a budget adjustment in the amount of $261,374 for internal labor costs for the Customer Relationship Management project. Funding is available in the Information Technology Operations Fund budget.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a budget adjustment in the amount of $261,374 for the Customer Relationship Management project.

BACKGROUND

On September 7, 2022, the City Council approved the Customer Relationship Management (CRM) capital improvement project to modernize and streamline resident service requests, improve internal workflows, and enhance communication between the City and the community. The project also incorporates suggestive AI and online chat features that further enhance customer service, improves response efficiency, and provides residents with more accessible and intuitive ways to engage with the City.

The City entered into an agreement with Granicus, formerly Rock Solid Technology, Inc., to provide CRM software and implementation services. The project scope included system configuration, data migration, integration with existing City systems, and deployment of a unified customer service platform, which went live May 2025.

During the integration phase, Granicus (Rock Solid) faced some delivery challenges that extended the timeline for key project components by approximately one year. In response, the Information Technology Department dedicated more internal labor hours to ensure the project's continued progress and successful implementation, resulting in higher than anticipated IT labor costs being charged to the project.

This one-time budget adjustment is designed to account for these additional IT labor costs and facilitate the final closeout of the project.

FISCAL IMPACT

The one-year delay added $261,374 in extra Information Technology labor costs billed to the project. Funding is available in the IT Operations Fund to fully fund the project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services
5. Support community engagement and advocacy

Respectfully Submitted,
Deanne Baquera, Management Analyst

Hong Sae, Chief Information Officer

ATTACHMENTS:

1. Ordinance 7080

REVIEWERS:

Deanne Baquera, Information Technology Department	Created/Initiated - 5/26/2026
Zaki Rucker, Information Technology Department	Approved - 5/26/2026
Jesse Ravera, Information Technology Department	Approved - 5/26/2026
Hong Sae, Information Technology Department	Approved - 5/27/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/3/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

ORDINANCE NO. 7080

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for the Customer Relationship Management project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Deanne Baquera, Management Analyst	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Deanne Baquera, Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	ITD Information Technology Department		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4101	5080	84001	500132	261,374	Increase labor budget to match actuals
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				261,374	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	261,374	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4101	3601	00000	000000	(261,374)	Decrease IT Operations Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(261,374)	

Justification for Budget Adjustment:

The Information Technology Department is requesting a budget adjustment of $261,374 to increase the budget for the Customer Relationship Management project (500132) to cover additional labor costs. Once the adjustment is made, the project will be ready to be closed.

The current project budget is $701,811. With this adjustment, the revised project budget will total $963,185. Adequate resources are available in the IT Operations Fund.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.41
File #: 0800-06
Item ID: 2026-421

Title:	On-Call Transportation Impact Studies - Professional Services Agreements
Contact:	Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

SUMMARY

Staff recommends approval of three (3) professional services agreements with (1) DKS Associates, (2) Fehr & Peers, and (3) Kimley-Horn and Associates, Inc., for On-Call Transportation Impact Studies. The agreements include an annual not-to-exceed limit of $500,000 per contract. Funding is included in the Development Services Department's Full Cost-Consolidated Billing Project(s) budget and is fully recoverable through project applicant funding. Staff also recommends authorization for the City Manager to execute future amendments to extend the agreements for up to four (4) additional one (1) year renewal terms on behalf of the City. All development projects are required to pay the full cost of traffic impact studies prior to the City authorizing work to begin, resulting in no net fiscal impact on the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt three (3) resolutions to approve Professional Services Agreements with (1) DKS Associates, (2) Fehr & Peers, and (3) Kimley-Horn and Associates, Inc., for On-Call Transportation Impact Studies and authorize the City Manager to execute the agreements on behalf of the City of Roseville.

Staff additionally requests authority for the City Manager or his designee to execute up to four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

BACKGROUND

New development projects are often required to evaluate impacts to the City's transportation network during the entitlement and environmental review process, depending on the size and scope of the development project proposed. If a traffic impact study is deemed necessary, staff solicits a scope of work and not-to-exceed cost from the City's on-call transportation impact consulting firms, which are reviewed and approved by staff, then forwarded to the project applicant for review and approval. Once the scope is approved by all parties, the applicant is required to pay the entire not-to-exceed cost of the study before the study is authorized to begin by the City.

The City's current on-call transportation impact study agreements expire on June 30, 2026. To ensure business continuity, the City issued a competitive Request for Proposals (RFP) for on-call transportation impact studies on February 19, 2026. Seven (7) firms submitted proposals in response to the RFP, and three (3) firms, consisting of (1) DKS Associates, (2) Fehr & Peers, and (3) Kimley-Horn and Associates, Inc., ranked highest based on experience and qualifications, project understanding, service approach, and cost. Consistent with best and past practices, three (3) separate firms will be engaged to reduce potential conflicts of interest that may arise from existing or future contractual relationships with other private

entities, including developers and development interests.

If approved, the initial terms of the agreements will commence on July 1, 2026, and expire on June 30, 2027. The agreements authorize the City Manager to extend each agreement in one-year increments for up to an additional four (4) years. All costs associated with on-call transportation impact studies must be agreed upon by all parties and paid in full by the project applicant prior to the City authorizing work to begin.

FISCAL IMPACT

The contracts with DKS Associates, Fehr & Peers, and Kimley-Horn and Associates, Inc. shall not exceed $500,000 per fiscal year for each agreement. Funding for these professional services is included in the Development Services Department's Full Cost-Consolidated Billing Project(s) budget. All development projects are required to pay the full cost of traffic impact studies prior to the City authorizing work to begin, resulting in no net fiscal impact on the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Stacie Marchetti, Management Analyst

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 26-200
2. On-Call PSA DKS Associates
3. Resolution 26-201
4. On-Call PSA Fehr Peers
5. Resolution 26-202
6. On-Call PSA Kimley-Horn
7. Intent to Award Notification RFP 06-0010
8. Master Averaged Score Sheet

REVIEWERS:

Cheri McGrath, Development Services Department - Business Services Created/Initiated -

Division	5/26/2026
Joe Allen, Development Services Department - Business Services Division	Approved - 5/27/2026
Mike Isom, Development Services Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/1/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-200

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DKS ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an On-Call Professional Services Agreement for On-Call Transportation Impact Studies, by and between the City of Roseville and DKS Associates, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

On-Call Transportation Impact Studies

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and DKS Associates, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 06-0010 for professional services consisting of on-call transportation impact studies services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated March 24, 2026, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional transportation impact studies services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2027. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed five hundred thousand dollars ($500,000) for the initial term. Total compensation for optional renewal years of this Agreement shall not exceed five hundred thousand dollars ($500,000). Total compensation for the initial term and all optional renewal years shall not exceed two million, five hundred thousand dollars ($2,500,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

12. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

13. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

14. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or

similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

16. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

18. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this

Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

19. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

23. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Development Services Department Attn: Mike Isom 311 Vernon Street Roseville, CA 95678	DKS Associates Attn: John Bosket 428 J Street, Suite 340 Sacramento, CA 95814

Either party may amend its address for notice by giving notice to the other party in writing.

24. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Mike Isom Digitally signed by Mike Isom Date: 2026.05.11 13:25:27 -07'00'
MIKE ISOM
Development Services Director

DKS ASSOCIATES, a California corporation

BY: Richard Hutchinson
its: Senior Vice President

and

BY: Brian Chandler
its: Corporate Secretary

EXHIBIT “A”

PROJECT UNDERSTANDING

UNDERSTANDING THE CITY'S NEEDS

DKS has supported the City of Roseville for more than 25 years, providing transportation impact analysis, travel demand modeling, operations analysis, corridor studies, ITS implementation, and public outreach. Through this experience, we understand the City's expectations for timely, objective, and cost-effective transportation studies that support development while protecting the City's transportation system and community character.

The City relies on its on-call consultants to serve as an extension of staff—providing technically sound, defensible analyses; maintaining consistency with City standards and guidelines; and supporting a collaborative, solution-oriented development review process. We understand the importance of balancing thorough analysis with efficient project delivery to avoid unnecessary delays or costs.

APPROACH TO MEETING THE CITY'S NEEDS

We will work closely with City staff at the outset of each task order to define the appropriate study type (short-term or long-term), confirm assumptions, and establish a clear scope, schedule, and budget. Our familiarity with the City's procedures allows us to initiate work quickly and avoid unnecessary iteration.

KEY TECHNICAL STRENGTHS

DKS brings extensive expertise in all aspects of transportation impact studies, including:

- **Travel demand forecasting:** Deep experience with SACOG's SACSIM model and regional modeling tools, enabling efficient and accurate project forecasting.
- **Traffic operations and simulation:** Advanced use of microsimulation and analytical tools to evaluate complex roadway and intersection operations.
- **Signal timing and operations analysis:** Nationally recognized expertise in level of service analysis and signal system optimization.
- **CEQA and SB 743 compliance:** Preparation of defensible VMT analyses and environmental documentation consistent with current guidance and case law.
- **Multimodal planning and design:** Integration of bicycle, pedestrian, transit, and complete streets considerations into all analyses.
- **Data collection and GIS analysis:** Use of advanced data collection methods and spatial analysis to support accurate and efficient studies.

MAJOR CHALLENGES AND SPECIAL CONSIDERATIONS

Based on our experience with the City and similar projects, key challenges include:

- **Balancing development review timelines with analytical rigor,** particularly for complex or phased projects
- **Applying SB 743 VMT requirements consistently** across project types while aligning with City thresholds and policies
- **Maintaining consistency** between travel demand model outputs and localized operational analyses
- **Coordinating assumptions across multiple stakeholders**, including City staff, applicants, and regional agencies
- **Avoiding rework due to changing project assumptions**, which can affect schedule and cost

DKS addresses these challenges through early coordination, clear documentation of assumptions, and ongoing communication with City staff throughout each study.

UNIQUE STRENGTHS

DKS offers several unique advantages for this on-call contract:

- **Long-standing relationship with the City**, allowing immediate productivity without a learning curve.
- **Public-sector-only practice in the Sacramento region**, eliminating potential conflicts of interest and reinforcing objectivity.
- **Direct involvement in development of regional travel demand models**, including SACSIM.
- **Strong communication and visualization capabilities,** enabling clear presentation of complex technical information to decision-makers and the public.
- **Proven ability to deliver defensible, practical, and cost-effective studies** that support both City goals and successful project outcomes.



PROJECT PLAN



"Project Manager [Josh Pilachowski] is committed to this project; he offers direction and advice before I can even think to ask for it! ... I'm confident this project will continue to be a success through the very end."

- Sarah Poe, Senior Planner, SacRT Safe Routes to Transit

APPROACH TO SERVICES

DKS understands the City of Roseville's expectations for timely, high-quality on-call transportation impact studies. With over 20 years of experience supporting the City, we are familiar with applicable procedures, standards, and guidelines, allowing us to initiate work efficiently without a learning curve. We work closely with City staff to define a clear, cost-effective scope, schedule, and budget tailored to each project. This approach will be applied, as appropriate, to both short-term and long-term traffic studies.

PROJECT MANAGEMENT AND STAFFING

DKS is organized to provide responsive, high-quality support for each task order. Josh Pilachowski will lead overall coordination as On-Call Manager and serve as the City's primary point of contact. Jim Damkowitch, serving as Principal-in-Charge and QA/QC Manager, will provide senior oversight to help ensure that all work products are thorough, consistent, and aligned with quality expectations. Ben Stabler will provide senior advisory support.

Project assignments will be matched to the specific technical needs of each effort. Key staff roles include David Tokarski for travel demand modeling, Josh Pilachowski for engineering and safety studies, and Udit Molakatalla for CEQA/VMT analysis. Additional support will be provided by staff such as John Gibb and Sean Carney, whose technical expertise will supplement the core team as needed.

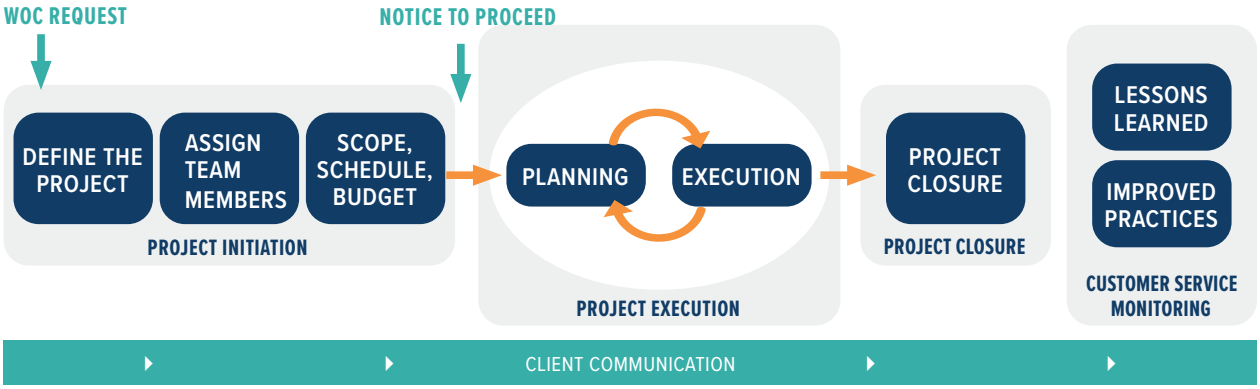
All work will be completed by DKS personnel, and no subconsultants are anticipated.

METHODOLOGY

DKS tailors each study to project-specific conditions in coordination with City staff. Key elements of our approach include:

- Determining if cumulative analysis is needed
- Confirming study area limits, study intersections/ segments, and analysis assumptions
- Evaluating the need for travel demand modeling versus other forecasting methods
- Assessing site access, circulation, and local roadway operations
- Applying appropriate level of service and queuing methodologies
- Conducting CEQA VMT analysis consistent with SB 743, including identification of mitigation strategies where applicable

We use industry-standard tools including travel demand models, microsimulation, Synchro/SimTraffic, and MMLOS methodologies to evaluate safety, operations, VMT, and multimodal performance.



TYPICAL WORK PLAN AND SCHEDULE

DKS will develop a project-specific work plan for each task order. A typical schedule for a TIA includes:

- **Draft scope, schedule, and budget:** within two to three weeks of request
- **Kickoff meeting:** within one week of notice to proceed
- **Data review and assumptions memorandum:** within two to four weeks of receiving project information
- **Trip Generation/Distribution memorandum:** within three to four weeks of receiving project information
- **Draft forecasts and analysis results:** within six to twelve weeks of agreement on assumptions
- **Administrative draft report:** within eight to fourteen weeks of agreement on assumptions, unless project complexity requires a longer analysis period
- **Final report:** within two weeks of receiving City comments

Small projects, such as single-parcel developments with limited complexity, would generally fall at the shorter end of these schedule ranges. Larger projects, such as multi-developer studies, uncommon land use types, or projects with complex access requirements, would typically fall toward the upper end. The specific schedule for each task order will be discussed during the initial scoping phase.

EQUIPMENT AND RESOURCES

DKS maintains all necessary equipment and software to complete traffic studies, including travel demand modeling platforms, traffic operations software, and data analysis tools. Staff are trained in current methodologies, including SB 743 VMT analysis. No special installation services are required.

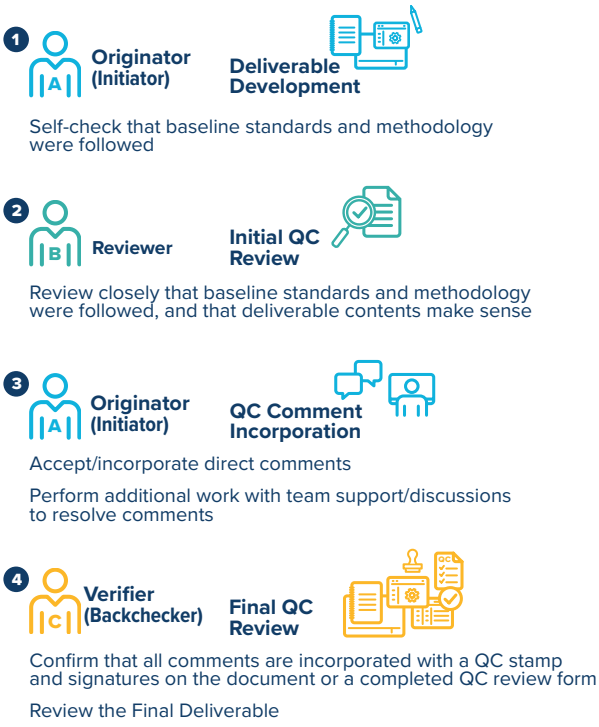
QUALITY CONTROL AND COMMUNICATION

DKS employs a structured project management approach to ensure on-time and within-budget delivery, including:

- Weekly internal coordination meetings
- Ongoing budget and schedule tracking
- Bi-weekly communication with City staff
- Senior-level QA/QC review for all deliverables

Our approach, illustrated below, ensures transparency, minimizes rework, and maintains alignment with City expectations.

QUALITY CONTROL (QC) PROCESS



QUALITY ASSURANCE (QA) PROCESS



EXHIBIT “B”

TAB F

COST PROPOSAL

DKS will invoice monthly for work completed on a time-and-materials basis, with not-to-exceed amounts and scopes established for each authorized task order. Hourly billing rates for DKS team members are based on the attached 2026 Fee Schedule. Reimbursable expenses will be billed at cost and may include transportation, subsistence, delivery/postage, reproduction/printing, and other direct project expenses. Billing rates are subject to annual escalation.

Billing rates and roles of key staff are provided below. A summary of DKS's hourly rates by staff classification are provided on the next page:

Title | Key Staff	2026 HOURLY RATES
Principal | Jim Damkowitch	$335
Principal | Ben Stabler, GISP	$325
Senior Project Manager | Udit Molakatalla, TE	$330
Senior Project Manager | Josh Pilachowski, PhD, TE, RSP1	$280
Senior Planner | John Gibb, PE	$290
Senior Planner | David Tokarski	$255
Senior Planner | Sean Carney, TE	$250

Fee Schedule

Effective January 1, 2026 through December 31, 2026

ENGINEERS and PLANNERS

Grade	Hourly Rate	Classification		Grade	Hourly Rate	Classification	
Grade 9	95.00	Assistant Planner/Engineer		Grade 42	260.00	Senior Project Manager	Senior Planner/Engineer
Grade 10	100.00			Grade 43	265.00		
Grade 11	105.00			Grade 44	270.00		
Grade 12	110.00			Grade 45	275.00		
Grade 13	115.00			Grade 46	280.00		
Grade 14	120.00			Grade 47	285.00		
Grade 15	125.00			Grade 48	290.00		
Grade 16	130.00			Grade 49	295.00		
Grade 17	135.00			Grade 50	300.00		
Grade 18	140.00			Grade 51	305.00		Principal
Grade 19	145.00			Grade 52	310.00		
Grade 20	150.00		Associate Planner/Engineer	Grade 53	315.00		
Grade 21	155.00			Grade 54	320.00		
Grade 22	160.00			Grade 55	325.00		
Grade 23	165.00			Grade 56	330.00		
Grade 24	170.00	Transportation Planner/Engineer		Grade 57	335.00		
Grade 25	175.00			Grade 58	340.00		
Grade 26	180.00			Grade 59	345.00		
Grade 27	185.00			Grade 60	350.00		
Grade 28	190.00			Grade 61	355.00		
Grade 29	195.00			Grade 62	360.00		
Grade 30	200.00			Grade 63	365.00		
Grade 31	205.00			Grade 64	370.00		
Grade 32	210.00			Grade 65	375.00		
Grade 33	215.00			Grade 66	380.00		
Grade 34	220.00			Grade 67	385.00		
Grade 35	225.00			Grade 68	390.00		
Grade 36	230.00			Grade 69	395.00		
Grade 37	235.00		Senior Planner/Engineer	Grade 70	400.00		
Grade 38	240.00						
Grade 39	245.00						
Grade 40	250.00						
Grade 41	255.00						

Fee Schedule

Effective January 1, 2026 through December 31, 2026

TECHNICIANS and SUPPORT STAFF

Tech Level	Hourly Rate	Classification	
Tech Level M	95.00	Administrative Support	Junior Creative Services
Tech Level N	100.00		
Tech Level O	105.00		
Tech Level P	110.00		
Tech Level Q	115.00		
Tech Level R	120.00		
Tech Level S	125.00		
Tech Level T	130.00		
Tech Level U	135.00		
Tech Level V	140.00		
Tech Level W	145.00		
Tech Level X	150.00		
Tech Level Y	155.00		Senior Creative Services
Tech Level Z	160.00		
Tech Level AA	165.00		
Tech Level AB	170.00		
Tech Level AC	175.00		
Tech Level AD	180.00		
Tech Level AE	185.00		
Tech Level AF	190.00		
Tech Level AG	195.00		
Tech Level AH	200.00		
Tech Level AI	205.00		
Tech Level AJ	210.00		
Tech Level AN	230.00		
Tech Level AO	235.00		
Tech Level AP	240.00		

Progress | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
C35F7B6D-B35A-4D9A-901C-3E27B3C83E1C

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number C35F7B6D-B35A-4D9A-901C-3E27B3C83E1C	**Document Name** On-Call PSA DKS Associates
Transaction Type Signature Request	**Filename** On-Call_PSA_DKS_Associates.pdf
Sent At 05/11/2026 12:57:29 PM EDT	**Pages** 21 pages
Executed At 05/11/2026 01:32:05 PM EDT	**Content Type** application/pdf
Identity Method email	**File Size** 2.57 MB
Distribution Method email	**Original Checksum** fc53c0c495cbb149660e57a63f3b0a1042975f170fb46d8d853dee64934c61df
Signed Checksum 79da4694b7db3541d77b027e526a837b7594d8004283f847d2673087b5dc0151	
Signer Sequencing Disabled	
Document Passcode Disabled	
eIDAS Authentication Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Brian Chandler	**Status** signed	**Viewed At** 05/11/2026 01:30:19 PM EDT
Email brian.chandler@dksassociates.com	**Multi-factor Digital Fingerprint Checksum** 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945	**Identity Authenticated At** 05/11/2026 01:32:05 PM EDT
Components 1	**IP Address** 107.192.51.200	**Signed At** 05/11/2026 01:32:05 PM EDT
	Device Chrome via Windows	
	Typed Signature Brian Chandler	
	Signature Reference ID F0207A3F	
Name Richard Hutchinson	**Status** signed	**Viewed At** 05/11/2026 01:01:04 PM EDT
Email rjh@dksassociates.com	**Multi-factor Digital Fingerprint Checksum** 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945	**Identity Authenticated At** 05/11/2026 01:01:20 PM EDT
Components 1	**IP Address** 172.56.104.93	**Signed At** 05/11/2026 01:01:20 PM EDT
	Device Mobile Safari via iOS	
	Typed Signature Richard Hutchinson	
	Signature Reference ID 8CCFC4CF	

AUDITS

TIMESTAMP	AUDIT
05/11/2026 12:57:29 PM EDT	Briana Amaya (briana.amaya@dksassociates.com) created document 'On-Call_PSA_DKS_Associates.pdf' on Chrome via Windows from 69.216.98.232.
05/11/2026 12:57:29 PM EDT	Brian Chandler (brian.chandler@dksassociates.com) was emailed a link to sign.
05/11/2026 12:57:30 PM EDT	Richard Hutchinson (rjh@dksassociates.com) was emailed a link to sign.
05/11/2026 01:01:04 PM EDT	Richard Hutchinson (rjh@dksassociates.com) viewed the document on Mobile Safari via iOS from 172.56.104.93.

TIMESTAMP	AUDIT
05/11/2026 01:01:20 PM EDT	Richard Hutchinson (rjh@dksassociates.com) authenticated via email on Mobile Safari via iOS from 172.56.104.93.
05/11/2026 01:01:20 PM EDT	Richard Hutchinson (rjh@dksassociates.com) signed the document on Mobile Safari via iOS from 172.56.104.93.
05/11/2026 01:30:19 PM EDT	Brian Chandler (brian.chandler@dksassociates.com) viewed the document on Chrome via Windows from 107.192.51.200.
05/11/2026 01:32:05 PM EDT	Brian Chandler (brian.chandler@dksassociates.com) authenticated via email on Chrome via Windows from 107.192.51.200.
05/11/2026 01:32:05 PM EDT	Brian Chandler (brian.chandler@dksassociates.com) signed the document on Chrome via Windows from 107.192.51.200.

RESOLUTION NO. 26-201

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FEHR & PEERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an On-Call Professional Services Agreement for On-Call Transportation Impact Studies, by and between the City of Roseville and Fehr & Peers, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

On-Call Transportation Impact Studies

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Fehr & Peers, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 06-0010 for professional services consisting of on-call transportation impact studies services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated March 24, 2026, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional transportation impact studies services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2027. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed five hundred thousand dollars ($500,000) for the initial term. Total compensation for optional renewal years of this Agreement shall not exceed five hundred thousand dollars ($500,000). Total compensation for the initial term and all optional renewal years shall not exceed two million, five hundred thousand dollars ($2,500,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

12. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

13. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

14. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or

similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

16. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

18. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this

Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

19. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

23. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Development Services Department Attn: Mike Isom 311 Vernon Street Roseville, CA 95678	Fehr & Peers Attn: John Gard 1013 Galleria Boulevard, Suite 255 Roseville, CA 95678

Either party may amend its address for notice by giving notice to the other party in writing.

24. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Mike Isom Digitally signed by Mike Isom Date: 2026.05.11 13:26:23 -07'00' _____
MIKE ISOM
Development Services Director

FEHR & PEERS, a California corporation

BY: _____
Signing Time: May 05, 2026, 11:03:54:723 a.m. (PDT)
box SIGN 1VW966L5-4PW23ZKK
its: Chris Mitchell, President

and

BY: _____
Signing Time: May 05, 2026, 10:26:07:702 a.m. (PDT)
box SIGN 4YY9QQPJ-4PW23ZKK
its: Lysa Wollard, Chief Financial Officer

EXHIBIT “A”

D. Project Understanding

Fehr & Peers has demonstrated competence, creativity, and responsiveness in conducting traffic studies within the City of Roseville. This has ranged from simple access studies (e.g., Pleasant Grove Boulevard Coffee Store), to complex access studies (e.g., Foothills Station), to highly controversial projects such as Villasport and LifeTime Family Fitness projects. We have also completed work for entire Specific Plans (e.g., Amoruso) and Major Project Permits (e.g., Campus Oaks).

We are intimately familiar with City of Roseville design standards and approaches to analyzing the traffic impacts of proposed land developments.

- We understand when short-term versus long-term studies are needed.
- We are well-versed in City design standards related to driveway spacing and permitted turning movements.
- We have intimate knowledge of the City's travel demand model and use it often to support these studies.

Project Access Reviews

Analysis of project access focuses on a variety of traffic engineering and planning concepts including (but not limited to):

- Driveway design (placement, permitted movement, widths, curb return radii, throat depth)
- Need for deceleration lanes
- Median treatments including turn lane storage
- Sight distance considerations
- Traffic signal phasing changes and effects of new signals on signalized corridors
- Spacing of new traffic signals
- Adequacy of design to accommodate anticipated truck traffic
- Accommodation of bicyclists and pedestrians

On-Site Circulation Reviews

The review of on-site circulation is also important. This includes review of parking lot layouts, drive-through storage capacity, dead-end drive aisles, pedestrian connections to adjacent streets, etc. Often, Fehr & Peers develops site access and on-site circulation recommendation in an illustrative format that can be used in public hearings and to develop conditions of approval for a project.

Unique Approaches and Strengths

Through extensive work experience in the city, we can anticipate potential issues of concern to city staff, elected officials, and the general public. We therefore tailor our approaches to those conditions.

Many of the studies performed under this on-call are third party agreements involving a project applicant who funds the study through the city. We are also keenly aware that both time and cost are important factors. In response to this, we routinely manage more complex studies in the following proactive way:

- If a serious site access design issue is identified, we stop work on the study and advise city staff (who then share this with the applicant team).

The ongoing Fiddyment/Pleasant Grove Retail Center study is an excellent example of this proactive approach.

As a firm, we offer numerous tools to address built environment issues such as: crosswalk placement, bicyclist/pedestrian comfort, shared parking among complementary land uses, and curbspace requirements for pick-up/drop-off. We have built or have access to customized tools for these and other topics.

E. Project Plan

Analysis Methodologies

Our extensive work history in Roseville has provided us with a strong understanding of the analysis methodologies preferred by City staff. Our analytical approaches are well-aligned with City staff when scoping studies. Following lists some simple examples of how our analysis methods are targeted to the particular type of study:

- Busy travel corridors – typically analyzed using microsimulation models so that signal coordination benefits and effects of vehicle queue spillback are considered.
- Roundabouts – typically analyzed using Sidra, but can also be analyzed using VISSIM when a complex multi-lane roundabout is proposed (e.g., Washington Boulevard/Oak Street)
- Trip Generation – we often use our proprietary Mixed-use Trip Generation Model (MXD) to estimate internalization of trips generated by complementary land uses. We did recently for the Roseville Commons TIS.
- VMT Analysis – For significant VMT impacts (under CEQA), we rely on state-of-the-practice transportation demand management (TDM) strategies to quantify their effectiveness at reducing VMT to less than significant levels.

Work Schedule

The complexity of the project and type of study will dictate the schedule. Following are typical scheduled:

- For smaller, site-access studies, we can typically perform the study in as little as four weeks from authorization.
- For larger, more complex studies, up to eight weeks may be required

Assigned Staff

All Fehr & Peers staff listed in this proposal have considerable prior work experience in the City of Roseville. We will staff this on-call assignment almost exclusively from our Roseville and Sacramento offices. On occasion, we may call upon experts from outside our region to provide specialized expertise. We do not propose including any subconsultants on our team.

Necessary Equipment/Training

We do not require any special equipment or training to perform these studies. We have an excellent understanding of City design standards from years of work in the City. We know the City's travel demand model very well, being in the midst of updating it and using it on projects for decades. We know which City staff to contact to request a range of data such as: engineering speed surveys, as-built drawings, etc.

Public Hearings

Fehr & Peers has attended numerous public hearings while serving as a consultant on behalf of the City. We work cooperatively with Development Services staff on a range of traffic and land use issues. We understand that our role may differ at Planning Commission and City Council hearings based on the type of project. In some instances, we will be present in the event questions should arise. In other instances, we may need to deliver a presentation on a complex transportation issue or to support City staff that are making this presentation.

EXHIBIT “B”

F. Cost Proposal

For this on-call agreement, Fehr & Peers proposes to bill the City of Roseville for our services on a time-and-materials basis with a not-to-exceed limit defined by the work assignment.

Below is our current hourly billing rate schedule by classification, which is valid through June 2026. Billing rate ranges change annually in response to overall market and economic conditions. Also shown below are reimbursable expenses requested to be paid by the City.

Current hourly billing rates for key staff mentioned in this submittal are shown below:

- John Gard: $410 / hour
- Rob Hananouchi: $265 / hour
- David Manciati: $230 / hour

Fehr & Peers

(July 2025 through June 2026)

Hourly Billing Rates

Classification	Hourly Rate
Principal	$280.00 - $500.00
Senior Associate	$210.00 - $410.00
Associate	$185.00 - $360.00
Senior Engineer/Planner	$160.00 - $295.00
Engineer/Planner	$130.00 - $240.00
Senior Engineering Technician	$150.00 - $300.00
Senior Project Accountant	$185.00 - $245.00
Senior Project Coordinator	$125.00 - $235.00
Project Coordinator	$125.00 - $225.00
Technician	$145.00 - $240.00
Intern	$100.00 - $160.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (70 cents per mile as of Jan 2025).*
- *Technology and Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of monthly project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

RESOLUTION NO. 26-202

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KIMLEY-HORN AND ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an On-Call Professional Services Agreement for On-Call Transportation Impact Studies, by and between the City of Roseville and Kimley-Horn and Associates, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

On-Call Transportation Impact Studies

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Kimley-Horn and Associates, Inc., a North Carolina corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 06-0010 for professional services consisting of on-call transportation impact studies services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated March 24, 2026, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional transportation impact studies services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2027. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be

CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

12. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

13. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

14. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an

CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

19. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any

under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MIKE ISOM
Development Services Director

KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation

BY: _____
its: Matthew D. Weir, Senior Vice President (PE #C70216)

and

BY: _____
its: Stephen M. Dillon, Assistant Secretary (PE #C94701)



TAB D: PROJECT UNDERSTANDING

The public development process in California requires a deep understanding of regulatory requirements. The California Environmental Quality Act (CEQA) provides the overall analysis framework, defining the necessity and requirements for documentation, analysis, mitigation, and other considerations. In addition, local agencies, such as the City of Roseville, provide additional guidance and requirements specific to their local needs.

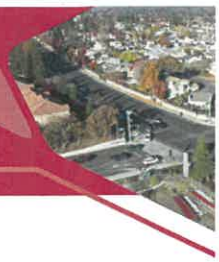
To this end, the City has published guidelines for the preparation of traffic impact studies (City of Roseville Design Standards, Section 4, January 2016) to "ensure consistency of analysis and adequacy of information to aid City staff and decision makers in the consideration of project approval with regard to impacts to the City's transportation system." It is important to note that Senate Bill 743 (SB 743) and the associated change in the metric used to identify significant transportation impacts (from delay/Level of Service to Vehicle Miles Traveled) is accommodated separately through the City's recently adopted Vehicle Miles Traveled (VMT) Impact Studies documentation. As such, the City's Design Standards inform the nature of the typical studies required to maintain the safety of the City's transportation network and include several critical considerations for conducting traffic impact studies, including:

- **Short-term vs. Long-term Studies.** Using a 50 PM peak-hour trip threshold and the project's consistency with the General Plan, studies are classified as short-term or long-term. Short-term studies focus primarily on existing and near-term conditions, while long-term studies consider future conditions using the City's CIP travel demand model.
  - Kimley-Horn recently provided short-term traffic study support on the proposed Blue Oaks Commercial Development project, an effort the called for nuanced driveway trip assignment and microsimulation (SimTraffic) to account for closely spaced, coordinated study intersections and properly quantify vehicle queueing.
- **LOS C Threshold.** The City's LOS policy specifies the requirement to maintain LOS C at a minimum of 70 percent of all signalized intersections and roadway segments during the PM peak-hour.
  - Kimley-Horn recently referenced this threshold in providing microsimulation (VISSIM) analysis services to identify a preferred alternative for the Blue Oaks Boulevard Widening project (ongoing).
- **Site Access Considerations.** Driveway configurations, in particular throat depths, are an important site development feature that must satisfy specific requirements specified in the traffic study guidelines. When designed and constructed adequately, off-site traffic is much less likely to be adversely affected by onsite operations. This resultant environment improves safety and operations for the general project area for all users. It is important that site access considerations are vetted early in the project development as modifications to access could trickle down and affect site trip assignment and, subsequently, the evaluation of project trips at the surrounding transportation facilities.
  - Kimley-Horn has recently provided responsive site access circulation analysis and field visits on priority City task orders related to local schools (Campo Street Abandonment and Cirby Pacific Charter Institute) and private developments (Cottages at the Terraces Access).
- **Off-Site Signal Progression.** Awareness of, and consideration for, the complexity and operational features of the City's coordinated signal systems must be accounted for in the proposal and consideration of offsite mitigation measures. Introducing mid-block driveways and even adding new traffic signals must be considered and evaluated in the context of the broader ITS. Changes to the system's traffic volumes, in number, direction, and peak period characteristics, all have to be considered as they affect the current coordinated signal timing's ability to most efficiently handle traffic demand.
  - Kimley-Horn has performed travel time runs related to the City's traffic signal infrastructure on corridors throughout the City while using microsimulation (VISSIM and SimTraffic) to thoroughly assess the benefits associated with corridor-focused improvements along Blue Oaks Boulevard and Roseville Parkway.

Other Considerations

Our team is well-versed in the City documents that guide development of projects. The City documents include the General Plan, ITS Master Plan, Pedestrian Master Plan, Bicycle Master Plan, and Long Range and Short-Range Transit Plans, each including their own respective requirements that must be considered as land develops in the City. It is the awareness of these documents and their effect on both onsite and offsite project features that is critical to the thorough evaluation of a project's impacts.

While projects developed within the City of Roseville may only be bound to abide by the City's development requirements, traffic from some projects may be determined to adversely affect facilities in adjacent jurisdictions. Because of this dynamic, traffic studies in Roseville must allow for the concerns of adjoining agencies and must adequately document the project's traffic effect in these jurisdictions according to their own individual traffic study guidelines. Accordingly, it is important for the City's traffic consultant to have a thorough understanding of the policies, guidelines, thresholds, and other requirements for each of the following agencies: Caltrans, City of Rocklin, City of Citrus Heights, Placer County, Sutter County, and Sacramento County. Kimley-Horn has strong working relationships with staff at each of the aforementioned agencies, providing the City with confidence that coordination on scoping and task orders will proceed smoothly.



TAB E: PROJECT PLAN

Detailed Typical Short-Term Traffic Study Approach & Methodologies

TASK 1: PROJECT ADMINISTRATION/QUALITY CONTROL

This task includes general project administration, including management of project staff, project accounting, and quality control.

The QC/QA plan that Kimley-Horn and its team members will follow in the execution services is used firmwide to maintain consistency with our clients. It includes the following six key elements:

- **Structure:** Each QC/QA plan includes a contract or program manager responsible for contract delivery, technical managers responsible for discipline design development, and a QC/QA manager responsible for verifying implementation of QC/QA plan.
- **Procedures:** Intra-disciplinary checking of documents will be performed by a competent individual within each discipline other than the designer. We have established a color coded comment process that involves the following steps: an initial check (performed by the checker); a review of comments to verify their adequate consideration and documented resolution (performed by the designer); a review of the completed changes in the original documents (performed by the designer); and a review that confirms accurate completion of changes to the documents (performed by the checker).
- **Inter-Disciplinary Reviews:** Inter-disciplinary reviews and coordination are performed throughout the project and prior to key submittals when senior staff from the various discipline groups meet to discuss and comment on the overall project elements.
- **Quality Assurance Audit:** The QC/QA manager will be responsible for conducting a QC audit after completion of the checking and review process and prior to the submittal of any document or deliverable.
- **Deliverables and Document Control:** The program manager will manage the submission of design documents after the QC/QA audit is complete and at milestone completion dates.
- **Corrective Action Measures:** Corrective action measures will be taken if incorrect or nonconforming work is discovered in deliverable items that have already completed the QC/QA process.

Staff Involved: Stephen Dillon, Matt Weir

TASK 2: DATA COLLECTION

With each task order, Kimley-Horn will rely on the completeness and accuracy of all information provided by the City. The City will provide all information requested by Kimley-Horn during the project including, but not limited to the following:

- Proposed project information including existing/proposed uses
- Information pertaining to approved and/or pending transportation improvements in the project vicinity
- Traffic signal timing information and traffic count data for the study area (counts are assumed to be obtained from the City's current ITS infrastructure)

As necessary, Kimley-Horn will complete site visit(s) to observe existing project site operations, including the following typical characteristics:

- Intersection/driveway lane configurations
- Vehicle storage lengths
- Lane utilization
- Existing traffic control
- Speed limits
- Adjacent land uses

We will typically complete an evaluation of sight distance for the site access driveway(s) based on observed horizontal and vertical geometric conditions. These evaluations will be performed in accordance with the guidelines presented in the Geometric Design of Highways and Streets published by the American Association of State Highway and Transportation Officials (AASHTO), and the Highway Design Manual, published by Caltrans.

Kimley-Horn will endeavor to obtain readily available intersection turning movement traffic count data from the City's internet Traffic Count Tool. In the event that this data is not readily available from City sources, Kimley-Horn will leverage relationships with area subconsultants to obtain necessary, high-quality traffic data at a competitive price.

Staff Involved: Curtis Yee, Bryant Lee



TASK 7: FINAL REPORT

Kimley-Horn will address one set of consolidated, non-conflicting City comments on the Draft Report. If the comments require additional analysis or data collection beyond that provided for in this Scope of Services, this work will be considered as an additional service. Kimley-Horn will prepare and submit a Final Report to the City.

Staff Involved: Stephen Dillon, Pedro Cortes Tinoco

TASK 8: QUANTITATIVE VMT ANALYSIS (OPTIONAL)

If requested and authorized, and as per the findings of Task 4 above, Kimley-Horn will prepare a quantitative VMT analysis consistent with the methodology included in the Vehicle Miles Traveled (VMT) Impact Studies guidelines recently approved by the Roseville City Council. This effort is anticipated to include a comparison of the net change in VMT between existing conditions and the addition of the proposed project. This effort will be completed using the City's Travel Demand Model (TDM) by comparing the region's VMT without the project to the region's VMT with the addition of the project. The addition of the project will be determined to result in a significant impact if the region's VMT increases by more than 1,000 daily VMT compared to existing conditions.

Staff Involved: Chris Gregerson, Tyler Mickelson

Typical Schedule

We will provide our services as expeditiously as practicable. We typically anticipate delivery of the Draft Report within three (3) weeks of receipt of a Notice-to-Proceed and all required information (including traffic data).

Workload and Availability

The members of our project team have firsthand experience in responding effectively and efficiently to the needs and requirements of clients under many different types of projects. We constantly prepare the variety of traffic services the City is requesting. We not only have the detailed technical expertise that is required to complete the requested analysis, we proactively plan and set aside adequate time and staff availability provide the City with a high level of responsiveness. Our proposed team all have experience working on typical development projects of different sizes and complexity for agencies across California.

Our workload planning features a two-step process called Milestones (short-term workload) and Castaheads (long-term workload). For Milestones, each Kimley-Horn team meets weekly to discuss workload for the following week and determine deliverables, staffing needs, and adjust staff hours accordingly. After each office meets, representatives from each office attend a conference call to determine if staff reallocation ("shift") are needed to meet deadlines. Since we have six major offices in Northern California, we can easily shift staff between offices and assign the most qualified staff to a particular project. If needed, we also have the ability to shift staff from throughout California and across the country if needed to work on larger or more complex projects.

For Castaheads, Kimley-Horn's forecast summarizes every work plan for all Kimley-Horn projects and provides an accurate projection of staffing needs and overloads with detailed information for the upcoming month and summary information for the next six months. Kimley-Horn's production managers use this tool to facilitate the shifting and balancing of work across our entire firm. The cast-ahead process provides the following benefits:

- Enables us to better serve our clients and meet their deadlines
- Assigns specialists to tackle more complex project issues
- Facilitates teamwork through a one-profit center approach
- Keeps our people productive and our firm stable

EXHIBIT “B”



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	$145 - $190
Analyst II	$190 - $240
Professional	$240 - $275
Senior Professional I	$280 - $355
Senior Professional II	$365 - $450
Senior Technical Support	$135 - $325
Technical Support	$115 - $185
Support Staff	$100 - $165

BR00PUPRF.A.CCT

Effective through June 30, 2027. Subject to annual adjustment thereafter.

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

Sub-Consultants will be billed at 10% mark-up, or per the Contract

For each Task Order issued under the On-Call, staff will be billed within the appropriate category range shown above, based on their role, responsibilities, and classification at the time services are performed.

The category ranges are structured to provide the City access to a broad range of experienced professionals, allowing work to be assigned to the most appropriate level of expertise to support efficient delivery, consistent quality, and cost-effective outcomes across all assignments.

311 Vernon Street
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

To: All **On-Call Transportation Impact Studies** proposers concerning **RFP #06-0010 On-Call Transportation Impact Studies**

From: Development Services, Matthew Todd, Principal Engineer

Subject: Notice of Intent to Award

For **RFP #06-0010,** pending City Council approval, the City recommends awarding a contract to **the following three consultants:**

DKS Associates
Fehr & Peers
Kimley-Horn

To inquire about the recommended award, please write to Development Services, Matthew Todd, Principal Engineer at mtodd@roseville.ca.us.

On-Call Transportation Impact Studies

RFP Released by City	2/23/2026
Deadline for Final Questions	2/27/2026
City Responses to Questions	3/6/2026
Proposal Submission Deadline	3/24/2026
Consultant Interviews	3/25/26 - 3/31/2026
Contract Negotiations	April
Contract Approval by City Council	May
Commencement of Services	7/1/2026

Department: Development Services
Date: Interviews No Conducted
RFP No. 06-0010
for
On-Call Transportation Impact Studies

Ranking	Company Name
1	Fehr & Peers
2	Kimley-Horn
3	DKS
4	Iteris
5	Dudek
6	W-Trans
7	LLG

The above ranking shows the vendor placement in terms of first place, second place, third place, etc. for selection of the contract award. Proposers are ranked using the following criteria: a) Quality of presentation b) Ability to meet the City's business goals c) Communication style

Instructions to end users: Delete this section before publishing the score sheet.

Ranking Process. Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation b) Ability to meet the City's business goals c) Communication style. Enter a "1" in the Ranking column beside the first place company, a "2" beside the second place company, etc.

Novus. Publish the completed score sheet in Novus as a "non-public" document.

Ranking Sheet. Upon a request pursuant to section 1.8 (Public Disclosure) of the City's RFP Policy document , a proposer is entitled to a ranking from any interview round. The ranking shall be prepared by City staff prior to notifying any proposers of the results.

Section 1.8 Public Disclosure. In accordance with the California Public Records Act, proposals submitted in response to a RFP, master averaged score sheets from the initial evaluation, and/or rankings from any interview shall be made available upon a public records request only after: (1) the proposal evaluation process is complete, (2) a contract has been negotiated, and (3) notice of intent to award has been made and/or the contract is placed on a City Council meeting agenda.

Department: Development Services
Date: 3/24/26
RFP No. 06-0010
for
On-Call Transportation Impact Studies

Submittal	Company	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors	Understanding of the service - proposed service plan
1	DKS	81	70
2	Dudek	70	55
3	Fehr & Peers	88	70
4	Iteris	67	60
5	Kimley-Horn	84	70
6	W-Trans	67	57
7	LLG	65	48

Instructions to end users: Delete this section before publishing the score sheet.

Novus. Publish the completed score sheet in Novus as a "non-public" document.

Evaluation Score Sheets. Upon a request pursuant to section 1.8 (Public Disclosure) of the City' the proposers during the evaluation panel's initial evaluation and the ranking of proposers fron evaluation panel). The master score sheet and ranking shall be prepared by City staff prior to n

Section 1.8 Public Disclosure. In accordance with the California Public Records Act, proposals s shall be made available upon a public records request only after: (1) the proposal evaluation pr placed on a City Council meeting agenda.

Proposed Project Plan	Proposed cost	Total
64	58	273
61	55	241
69	54	281
59	61	247
71	52	277
58	51	233
61	58	232

's RFP Policy document , a proposer is entitled to a master averaged score sheet that reflects the
n any interview (individual score sheets and/or notes are temporary and are not retained followi
otifying any proposers of the results.

submitted in response to a RFP, master averaged score sheets from the initial evaluation, and/or
rocess is complete, (2) a contract has been negotiated, and (3) notice of intent to award has been

averaged evaluation scores of
ng a determination of the

rankings from any interview
made and/or the contract is

1	Company	Criteria	Possible Points	Mark	Matt	
	DKS	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors	30	30	27	
		Understanding of the service - proposed service plan	25	25	23	
		Proposed Project Plan	25	23	20	
		Proposed cost	20	18	20	
		Total:	**100**	**96**	**90**	
				2		

2	Company	Criteria	Possible Points	Mark	Matt
	Dudek	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors	30	22	25
		Understanding of the service - proposed service plan	25	17	18
		Proposed Project Plan	25	20	23
		Proposed cost	20	17	19
		Total:	**100**	**76**	**85**

3	Company	Criteria	Possible Points	Mark	Matt
	Fehr & Peers	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors	30	30	30
		Understanding of the service - proposed service plan	25	25	21
		Proposed Project Plan	25	24	21
		Proposed cost	20	18	17
		Total:	**100**	**97**	**89**

4	Company	Criteria	Possible Points	Mark	Matt
	Iteris	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors	30	21	23
		Understanding of the service - proposed service plan	25	20	20
		Proposed Project Plan	25	19	20
		Proposed cost	20	20	23
		Total:	**100**	**80**	**86**

5	Company	Criteria		Mark	Matt	
	Kimley-Horn	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors		30	30	28
		Understanding of the service - proposed service plan		25	25	23
		Proposed Project Plan		25	25	23
		Proposed cost		20	15	18
			Total:	**100**	**95**	**92**

6	Company	Criteria		Mark	Matt	
	W-Trans	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors		30	22	25
		Understanding of the service - proposed service plan		25	17	20
		Proposed Project Plan		25	20	20
		Proposed cost		20	16	19
			Total:	**100**	**75**	**84**

7	Company	Criteria		Mark	Matt	
	LLG	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors		30	20	23
		Understanding of the service - proposed service plan		25	18	10
		Proposed Project Plan		25	20	23
		Proposed cost		20	19	21
			Total:	**100**	**77**	**77**

Jack	Total
24	81
22	70
21	64
20	58
87	273

Jack	Total
23	70
20	55
18	61
19	55
80	241

Jack	Total
28	88
24	70
24	69
19	54
95	281

Jack	Total
23	67
20	60
20	59
18	61
81	247

Jack	Total
26	84
22	70
23	71
19	52
90	277

Jack	Total
20	67
20	57
18	58
16	51
74	233

Jack	Total
22	65
20	48
18	61
18	58
78	232

The above ranking shows the vendor placement in terms of first place, second place, third place, e
criteria: a) Quality of presentation b) Ability to meet the City's business goals c) Communication

1	Company	Criteria	Possible Points	(Staff Name)	(Staff Name)
	DKS	Quality of Presentation	25		
		Ability to meet the City's business goals	50		
		Communication Style	25		
		Total:	**100**	**0**	**0**

2	Company	Criteria	Possible Points	(Staff Name)	(Staff Name)
	Dudek	Quality of Presentation	25		
		Ability to meet the City's business goals	50		
		Communication Style	25		
		Total:	**100**	**0**	**0**

3	Company	Criteria	Possible Points	(Staff Name)	(Staff Name)
	Fehr & Peers	Quality of Presentation	25		
		Ability to meet the City's business goals	50		
		Communication Style	25		
		Total:	**100**	**0**	**0**

4	Company	Criteria	Possible Points	(Staff Name)	(Staff Name)
	Iteris	Quality of Presentation	25		
		Ability to meet the City's business goals	50		
		Communication Style	25		
		Total:	**100**	**0**	**0**

5	Company	Criteria	Possible Points	(Staff Name)	(Staff Name)
	Kimley-Horn	Quality of Presentation	25		
		Ability to meet the City's business goals	50		
		Communication Style	25		

		Total:	**100**	**0**	**0**

6	**Company**	**Criteria**	**Possible Points**	**(Staff Name)**	**(Staff Name)**
	W-Trans	Quality of Presentation	25		
		Ability to meet the City's business goals	50		
		Communication Style	25		
		Total:	**100**	**0**	**0**

7	**Company**	**Criteria**	**Possible Points**	**(Staff Name)**	**(Staff Name)**
	LLG	Quality of Presentation	25		
		Ability to meet the City's business goals	50		
		Communication Style	25		
		Total:	**100**	**0**	**0**

tc. for selection of the contract award. Proposers are ranked using the following style

(Staff Name)	(Staff Name)	(Staff Name)	(Staff Name)	Total	
					0
					0
					0
0	0	0	0		0

(Staff Name)	(Staff Name)	(Staff Name)	(Staff Name)	Total	
					0
					0
					0
0	0	0	0		0

(Staff Name)	(Staff Name)	(Staff Name)	(Staff Name)	Total	
					0
					0
					0
0	0	0	0		0

(Staff Name)	(Staff Name)	(Staff Name)	(Staff Name)	Total	
					0
					0
					0
0	0	0	0		0

(Staff Name)	(Staff Name)	(Staff Name)	(Staff Name)	Total	
					0
					0
					0

0	**0**	**0**	**0**	0

(Staff Name)	(Staff Name)	(Staff Name)	(Staff Name)	Total	
					0
					0
					0
0	**0**	**0**	**0**		0

(Staff Name)	(Staff Name)	(Staff Name)	(Staff Name)	Total	
					0
					0
					0
0	**0**	**0**	**0**		0

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.42
File #: 0400-04-12-1 & 0400-07
Item ID: 2026-495

Title:	Sierra Vista Village JM-01 - Final Map and Subdivision Agreement
Contact:	Ed Winston 916-774-5432 ewinston@roseville.ca.us

SUMMARY

Staff recommends approval of the Sierra Vista Village JM-01 Subdivision Agreement with John Mourier Construction, Inc., and the final map. Review of the final map has been completed, and it is in compliance with the approved tentative map. This map will create 134 residential lots, a private street (Lot A), and one (1) remainder parcel. The actions requested have no fiscal impact to the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public right of way and public easements offered thereon; and
2. Adopt the attached resolution approving the Subdivision Agreement and authorizing the City Manager to execute the agreement on behalf of the City of Roseville.

BACKGROUND

The Development Services, Engineering section has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance, and all conditions of the tentative map have been met. This map will create 134 residential lots, 1 private street (Lot A), and 1 remainder lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Development of the Sierra Vista Village JM-01 residential subdivision was previously evaluated in the Sierra Vista Specific Plan EIR (certified May 5, 2020, SCH# 2008032115) and identified in the associated Sierra Vista Specific Plan. Construction of the Sierra Vista Village JM-01 residential subdivision is found to be within the scope of the project covered by the Sierra Vista Specific Plan EIR and is therefore exempt from CEQA pursuant to Section 15182. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including residential subdivisions. Because the project is consistent with the Sierra Vista Specific Plan EIR and Specific Plan, no new effects

would be expected to occur, and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented during the design and construction of the Sierra Vista Village JM-01 residential subdivision. Because the proposed project meets the requirements identified in the State CEQA Guidelines Section 15182, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Ed Winston, Associate Engineer

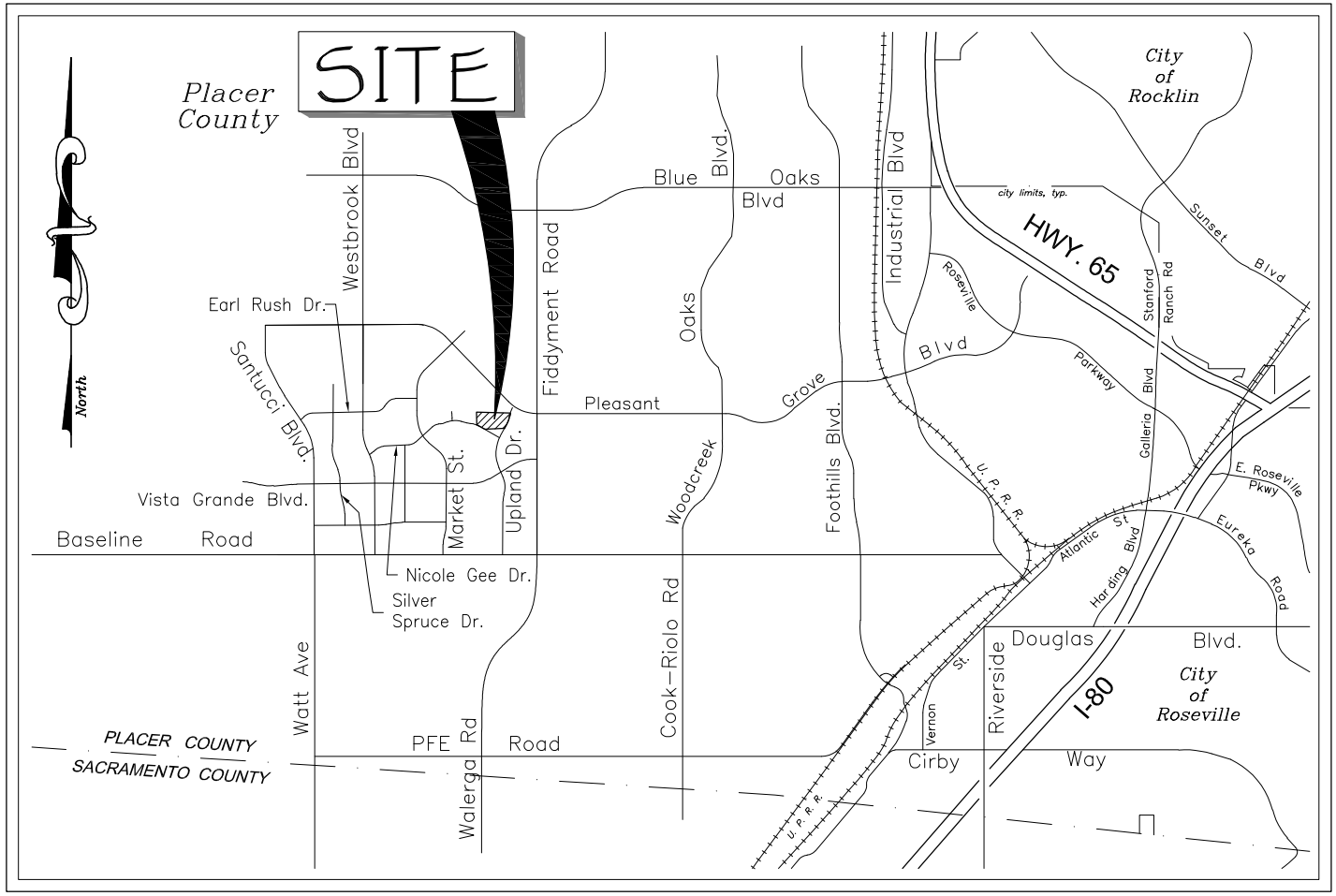
Mike Isom, Development Services Director

ATTACHMENTS:

1. Vicinity Map
2. Final Map
3. Resolution 26-197
4. Subdivision Agreement

REVIEWERS:

Ed Winston, Development Services Department - Engineering Division	Created/Initiated - 5/27/2026
Marc Stout, Development Services Department - Engineering Division	Approved - 5/28/2026
Mike Isom, Development Services Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/1/2026
Katrina Six, City Clerk Department	Approved - 6/1/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/1/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026



SIERRA VISTA VILLAGE JM-01

BOOK _____ OF MAPS, PAGE _____

PLAT OF

SIERRA VISTA VILLAGE JM-01

SUBDIVISION NO.: PL17-0204

ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "THE VILLAGES AT SIERRA VISTA" - 'DD' BM 26 AND ALL OF LOT 43 OF THE LARGE LOT FINAL MAP FOR "SIERRA VISTA - FEDERICO" - 'EE' BM 6

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2026

BAKER WILLIAMS ENGINEERING GROUP

SHEET 1 OF 9

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS PLAT OF "SIERRA VISTA VILLAGE JM-01" SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT 'A' AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE DRIVE, WAY, STREETS AND COURTS SHOWN HEREON AS (CABRILLO COVE DRIVE, PIPERS RAVINE WAY, PIPERS RAVINE COURT, DOREEN VALLEY STREET, MINER'S RIDGE WAY AND STANZA RIVER WAY) AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS LOT 'A' SHOWN HEREON AND DESIGNATED "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON), THE STREET SHOWN HEREON AS NICOLE GEE DRIVE.

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION

BY: _____
MARTIN Z. ZIEGLER
EXECUTIVE VICE PRESIDENT

BY: _____
HARRIET BALDERAS
CHIEF FINANCIAL OFFICER

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF PLACER

ON _____, 2026, BEFORE ME, _____ A NOTARY PUBLIC
(PRINT NAME AND TITLE OF OFFICER)

PERSONALLY APPEARED _____

_____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY PUBLIC PRINT NAME

MY COMMISSION NO. IS _____.

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION EXPIRES _____.

SURVEYOR'S STATEMENT:

THIS PLAT OF "SIERRA VISTA VILLAGE JM-01" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN MOURIER CONSTRUCTION, INC. IN MAY, 2023. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2027, THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE _____

_____
DAVID L. HUMPHREYS L.S. 5920
EXPIRES 12/31/2025

LICENSED LAND SURVEYOR
DAVID L. HUMPHREYS
No. 5920
EXPIRES
12/31/2026
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SIERRA VISTA VILLAGE JM-01" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED_____

_____
MARC STOUT R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2026

I HEREBY STATE THAT I AM SATISFIED THAT THIS PLAT OF "SIERRA VISTA VILLAGE JM-01" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED_____

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
EXP. 12/31/27
STATE OF CALIFORNIA

_____
TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2027

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF "SIERRA VISTA VILLAGE JM-01" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION, AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, THE RIGHTS OF WAY AND THE EMERGENCY VEHICLE ACCESS EASEMENT OFFERED HEREON FOR DEDICATION.

DATED_____

_____
CITY CLERK, CITY OF ROSEVILLE

BY:_____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT _____ MINUTES AFTER _____ O'CLOCK ___M. ON THE _____ DAY OF _____, 2026 AND RECORDED IN BOOK _____ OF MAPS, AT PAGE _____.

DOCUMENT NO. _____

_____
RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

FEE _____

BY:_____
DEPUTY

JOB NO. 22-06-026

SHEET 1 OF 9

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
(R)	RADIAL BEARING
S.F.	SQUARE FEET
○	DIMENSION POINT, NOTHING FOUND OR SET
◎	SET BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED L.S. 5920
⊗	FND 3/4" I.P. W/ BRASS DISC STAMPED "LS 7820" PER 'DD' MAPS 26
⊠	FND MONUMENT AS SHOWN HEREON
◉	FND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "L.S. 7944" PER 'EE' MAPS 6.
◉	FND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "L.S. 7820" PER 'DD' MAPS 26.
(1)	RECORD PER DD MAPS 26
(2)	RECORD PER EE MAPS 6
(3)	RECORD PER BB MAPS 42

NOTES:

1. THIS SUBDIVISION CONTAINS 25.984 ACRES MORE OR LESS, AND CONSISTS OF 134 SINGLE FAMILY LOTS NUMBERED 1 THOUGH 134, INCLUSIVE, ONE (1) PRIVATE STREET LOT LETTERED LOT 'A' AND A REMAINDER PARCEL.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E13171.013 DATED JANUARY 24, 2020. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT (FILE NUMBER 308-927)
4. 5/8" REBAR CAPPED "LS 5920" WILL BE SET AT ALL REAR LOT CORNERS AND AT ALL ANGLE POINTS IN THE PROPERTY LINE. IN THE EVENT OF A CONFLICT WITH A RETAINING OR SOUNDWALL, A 3.00 FOOT WITNESS CORNER SHALL BE SET ON LINE.
5. ALL FRONT LOT CORNERS SHALL BE MARKED WITH A 1" BRASS DISC STAMPED "LS 5920" AT A 1.0 FOOT PROJECTION OF THE PROPERTY LINE INTO THE SIDEWALK OR A 0.5' FOOT PROJECTION INTO THE CURB WHEN NO SIDEWALK IS PRESENT.
6. LOT 'A' SHALL BE GRANTED IN FEE TO THE VILLAGES AT SIERRA VISTA LOT 4 COMMUNITY ASSOCIATION.
7. LOT 'A' IS A PRIVATE STREET FOR THE MUTUAL BENEFIT OF THOSE LOTS SHOWN HEREON AND NUMBERED 1 THROUGH 134, INCLUSIVE. STREET OWNERSHIP AND MAINTENANCE INCLUDING STREET LIGHTS, LOT DRAINAGE SYSTEMS AND SURFACE DRAINAGE SYSTEMS ARE PRIVATE AND THE RESPONSIBILITY OF THE VILLAGES AT SIERRA VISTA LOT 4 COMMUNITY ASSOCIATION.
8. "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES AT SIERRA VISTA", RECORDED AS INSTRUMENT NO. 2026-_____, OFFICIAL RECORDS OF PLACER COUNTY, AFFECTS THESE LOTS.

PLAT OF

SIERRA VISTA VILLAGE JM-01

SUBDIVISION NO.: PL17-0204

ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "THE VILLAGES AT SIERRA VISTA" - 'DD' BM 26 AND ALL OF LOT 43 OF THE LARGE LOT FINAL MAP FOR "SIERRA VISTA - FEDERICO" - 'EE' BM 6
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

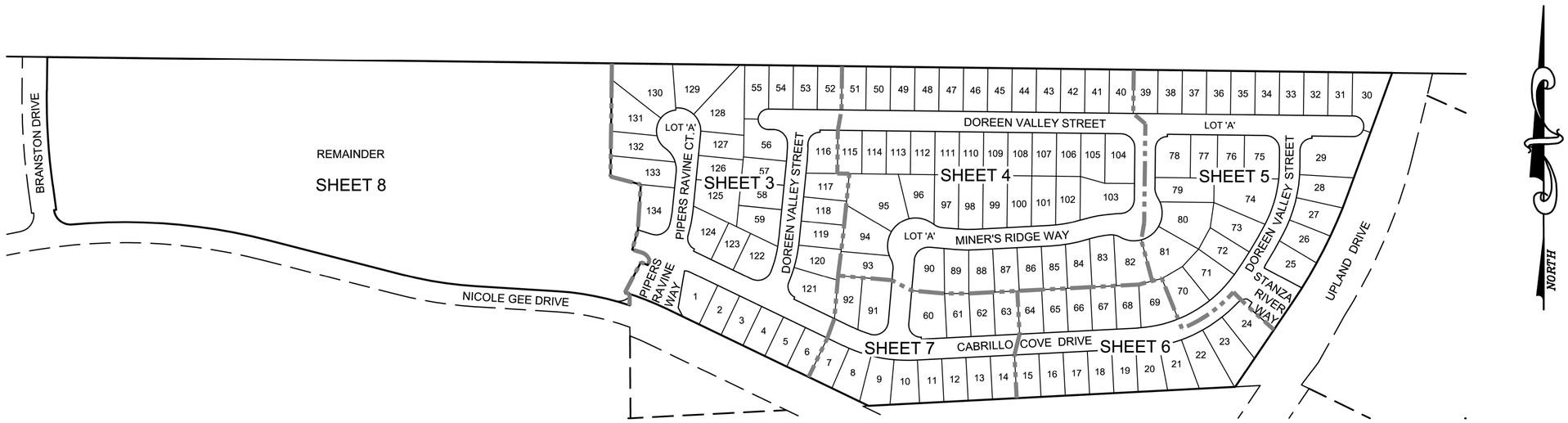
JUNE 2026 SCALE: 1"=100'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 2 OF 9

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE OF NICOLE GEE DRIVE, BEING N 64°21'05" W AND ESTABLISHED BY MONUMENTS FOUND AS SHOWN HEREON PER 'DD' MAPS 26.



SHEET INDEX

JOB NO. 22-06-026

BOOK ____ OF MAPS, PAGE ____

PLAT OF

SIERRA VISTA VILLAGE JM-01

SUBDIVISION NO.: PL17-0204

ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "THE VILLAGES AT SIERRA VISTA" - 'DD' BM 26 AND ALL OF LOT 43 OF THE LARGE LOT FINAL MAP FOR "SIERRA VISTA - FEDERICO" - 'EE' BM 6

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

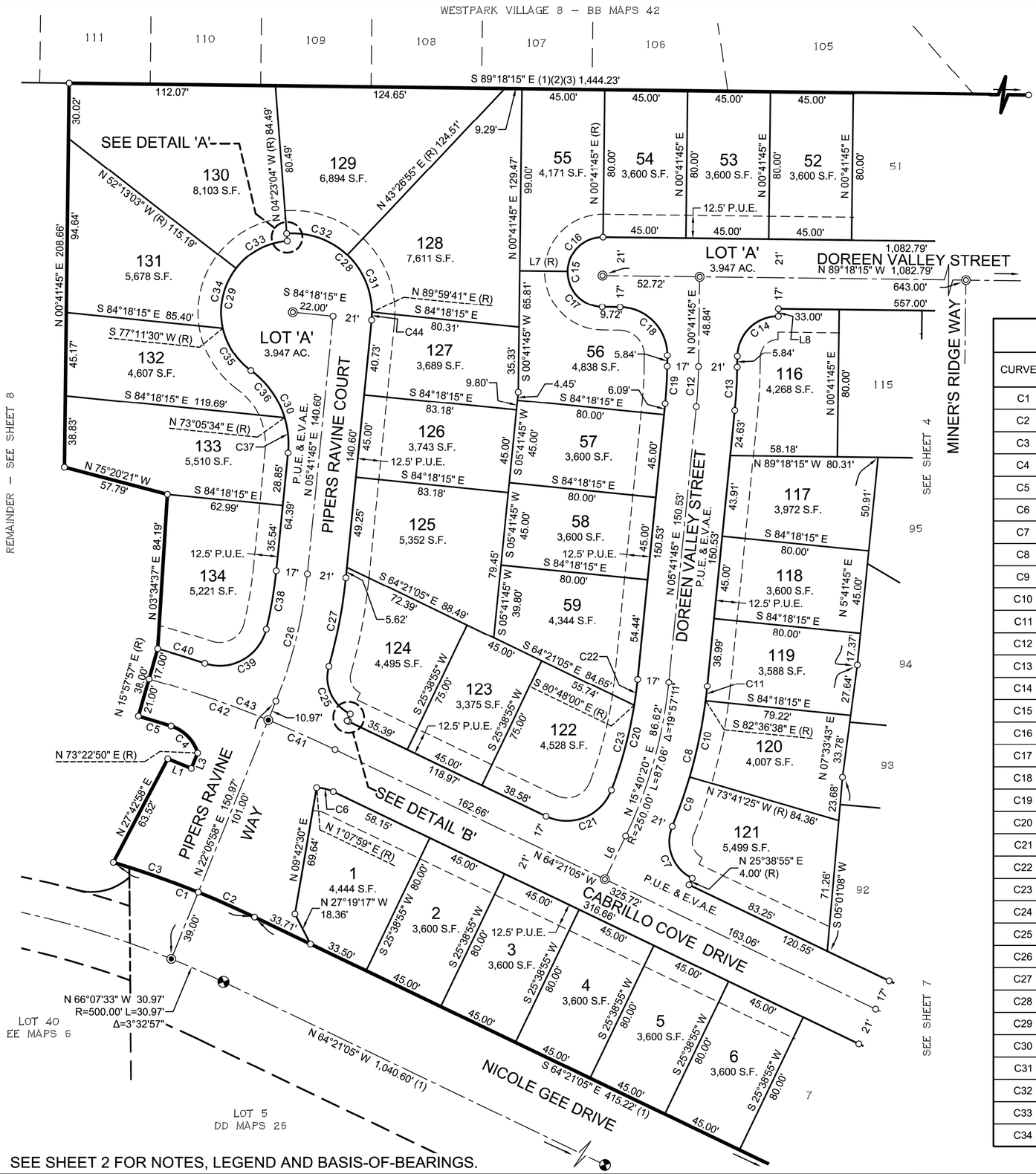
JUNE 2026 SCALE: 1"=40'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 3 OF 9

40' 0' 40' 80' 120'

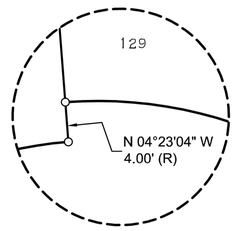
GRAPHIC SCALE: 1"=40'



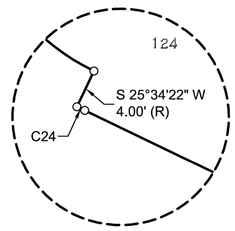
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	82.33'	539.00'	8°45'05"	N 68°43'37" W	82.25'
C2	33.39'	539.00'	3°32'57"	N 66°07'33" W	33.38'
C3	48.94'	539.00'	5°12'07"	N 70°30'06" W	48.92'
C4	21.39'	22.00'	55°42'01"	N 44°28'10" W	20.56'
C5	18.52'	619.00'	1°42'52"	N 73°10'37" W	18.52'
C6	9.41'	22.00'	24°30'56"	N 76°36'33" W	9.34'
C7	33.28'	22.00'	86°40'43"	S 21°00'43" E	30.20'
C8	78.66'	271.00'	16°37'53"	N 14°00'41" E	78.39'
C9	28.46'	271.00'	6°01'02"	N 19°19'07" E	28.45'
C10	42.19'	271.00'	8°55'13"	N 11°50'59" E	42.15'
C11	8.01'	271.00'	1°41'38"	N 6°32'34" E	8.01'
C12	21.82'	250.00'	5°00'00"	N 3°11'45" E	21.81'
C13	23.65'	271.00'	5°00'00"	N 3°11'45" E	23.64'
C14	34.56'	22.00'	90°00'00"	S 45°41'45" W	31.11'
C15	59.69'	19.00'	180°00'00"	S 0°41'45" W	38.00'
C16	29.85'	19.00'	90°00'00"	S 45°41'45" W	26.87'
C17	29.85'	19.00'	90°00'00"	S 44°18'15" E	26.87'
C18	40.84'	26.00'	90°00'00"	N 44°18'15" W	36.77'
C19	20.33'	233.00'	5°00'00"	N 3°11'45" E	20.33'
C20	62.01'	233.00'	15°14'56"	N 13°19'13" E	61.83'
C21	42.98'	26.00'	94°42'15"	N 68°17'48" E	38.25'
C22	14.25'	233.00'	3°30'15"	N 7°26'52" E	14.25'
C23	47.76'	233.00'	11°44'41"	N 15°04'20" E	47.68'
C24	0.87'	657.00'	0°04'33"	N 64°23'21" W	0.87'
C25	30.91'	22.00'	80°29'47"	S 24°10'44" E	28.43'
C26	71.57'	250.00'	16°24'13"	N 13°53'51" E	71.33'
C27	49.07'	271.00'	10°22'25"	N 10°52'57" E	49.00'
C28	75.11'	43.00'	100°04'49"	N 44°20'40" W	65.92'
C29	95.24'	39.00'	139°55'11"	S 15°39'20" W	73.28'
C30	51.31'	49.00'	60°00'00"	N 24°18'15" W	49.00'
C31	34.93'	43.00'	46°32'46"	N 23°16'42" W	33.98'
C32	35.90'	43.00'	47°49'59"	N 70°28'04" W	34.86'
C33	32.56'	39.00'	47°49'59"	S 61°41'57" W	31.62'
C34	34.44'	39.00'	50°35'27"	S 12°29'14" W	33.33'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C35	28.25'	39.00'	41°29'46"	S 33°33'23" E	27.63'
C36	31.98'	49.00'	37°23'50"	N 35°36'21" W	31.42'
C37	19.33'	49.00'	22°36'10"	N 5°36'21" W	19.21'
C38	32.21'	233.00'	7°55'18"	N 9°39'24" E	32.19'
C39	42.97'	26.00'	94°40'56"	N 60°57'30" E	38.24'
C40	26.76'	657.00'	2°20'01"	N 72°52'02" W	26.76'
C41	39.65'	640.00'	3°32'57"	N 66°07'33" W	39.64'
C42	68.51'	640.00'	6°08'01"	N 70°58'02" W	68.48'
C43	108.16'	640.00'	9°40'58"	N 69°11'34" W	108.03'
C44	4.28'	43.00'	5°42'03"	N 2°50'43" E	4.28'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 67°54'02" E	13.82'
L3	N 22°05'58" E	8.99'
L6	S 25°38'55" W	26.02'
L7	N 89°18'15" W	26.00'
L8	N 00°41'45" E	4.00'



DETAIL 'A'
SCALE: 1"=10'

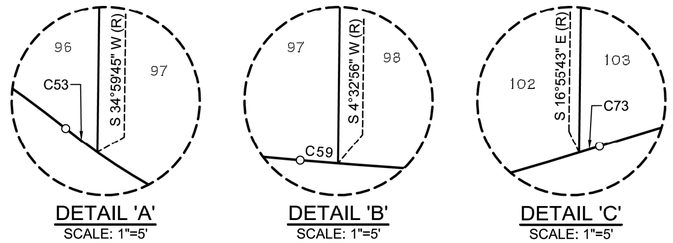


DETAIL 'B'
SCALE: 1"=10'

JOB NO. 22-06-026

SHEET 3 OF 9

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C79	12.43'	32.00'	22°14'51"	N 70°58'06" W	12.35'
C80	40.87'	52.00'	45°01'37"	S 82°21'29" E	39.82'
C81	40.84'	26.00'	90°00'00"	N 44°18'15" W	36.77'
C82	138.87'	52.00'	153°01'01"	N 43°38'49" E	101.13'
C83	18.74'	32.00'	33°33'26"	S 16°04'59" E	18.48'
C84	34.56'	22.00'	90°00'00"	S 45°41'45" W	31.11'



PLAT OF

SIERRA VISTA VILLAGE JM-01

SUBDIVISION NO.: PL17-0204

ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "THE VILLAGES AT SIERRA VISTA" - 'DD' BM 26 AND ALL OF LOT 43 OF THE LARGE LOT FINAL MAP FOR "SIERRA VISTA - FEDERICO" - 'EE' BM 6 LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

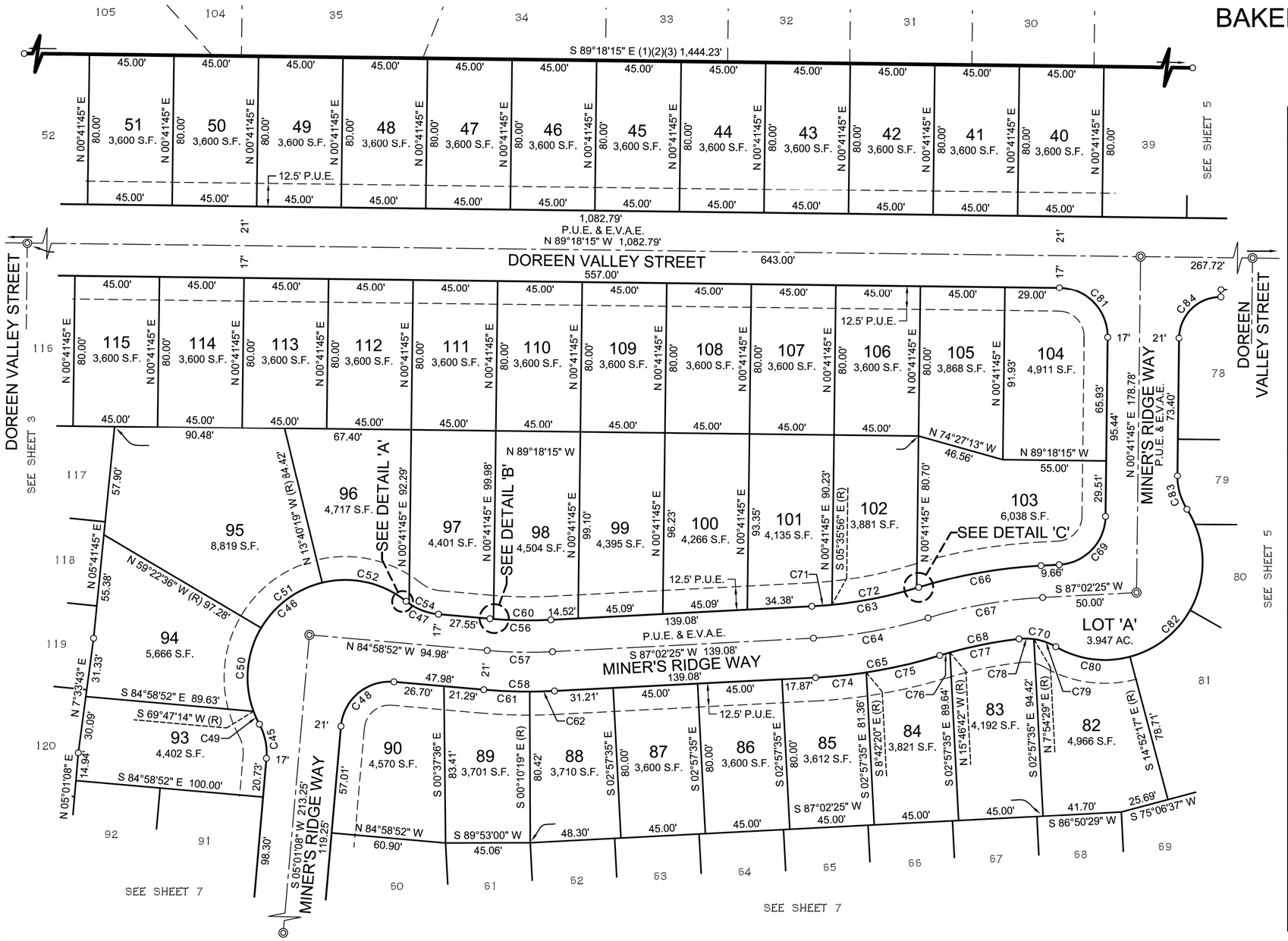
JUNE 2026 SCALE: 1"=40'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 4 OF 9

40' 0' 40' 80' 120'

GRAPHIC SCALE: 1"=40'



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C45	18.74'	32.00'	33°33'26"	N 11°45'35" W	18.48'
C46	142.59'	52.00'	157°06'53"	S 50°01'08" W	101.93'
C47	18.74'	32.00'	33°33'26"	S 68°12'08" E	18.48'
C48	40.84'	26.00'	90°00'00"	S 50°01'08" W	36.77'
C49	7.56'	52.00'	8°19'32"	S 24°22'32" E	7.55'
C50	46.14'	52.00'	50°50'10"	S 5°12'19" W	44.64'
C51	41.48'	52.00'	45°42'17"	S 53°28'32" W	40.39'
C52	47.42'	52.00'	52°14'54"	N 77°32'52" W	45.79'
C53	2.00'	32.00'	3°34'50"	S 53°12'50" E	2.00'
C54	16.74'	32.00'	29°58'37"	S 69°59'33" E	16.55'
C56	32.45'	233.00'	7°58'44"	S 88°58'13" E	32.42'
C57	34.81'	250.00'	7°58'44"	S 88°58'13" E	34.79'
C58	37.74'	271.00'	7°58'44"	S 88°58'13" E	37.71'
C59	1.91'	233.00'	0°28'12"	S 85°12'58" E	1.91'
C60	30.54'	233.00'	7°30'32"	S 89°12'20" E	30.51'
C61	24.55'	271.00'	5°11'27"	S 87°34'35" E	24.54'
C62	13.19'	271.00'	2°47'16"	N 88°26'03" E	13.19'
C63	57.88'	233.00'	14°14'01"	N 79°55'24" E	57.73'
C64	62.11'	250.00'	14°14'01"	N 79°55'24" E	61.95'
C65	67.32'	271.00'	14°14'01"	N 79°55'24" E	67.15'
C66	66.33'	267.00'	14°14'01"	S 79°55'24" W	66.16'
C67	62.11'	250.00'	14°14'01"	S 79°55'24" W	61.95'
C68	43.12'	229.00'	10°47'17"	S 78°12'02" W	43.05'
C69	39.18'	26.00'	86°20'40"	N 43°52'05" E	35.58'
C70	20.42'	32.00'	36°33'39"	N 78°07'30" W	20.07'
C71	10.73'	233.00'	2°38'21"	N 85°43'14" E	10.73'
C72	46.07'	233.00'	11°19'47"	N 78°44'10" E	46.00'
C73	1.08'	233.00'	0°15'53"	N 72°56'20" E	1.08'
C74	27.18'	271.00'	5°44'45"	N 84°10'02" E	27.17'
C75	40.15'	271.00'	8°29'16"	N 77°03'02" E	40.11'
C76	5.66'	229.00'	1°24'54"	S 73°30'51" W	5.66'
C77	37.46'	229.00'	9°22'22"	S 78°54'29" W	37.42'
C78	7.99'	32.00'	14°18'48"	N 89°14'56" W	7.97'

SEE UPPER LEFT OF THIS SHEET FOR CONTINUATION OF CURVE TABLE.

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS.

North

JOB NO. 22-06-026

PLAT OF

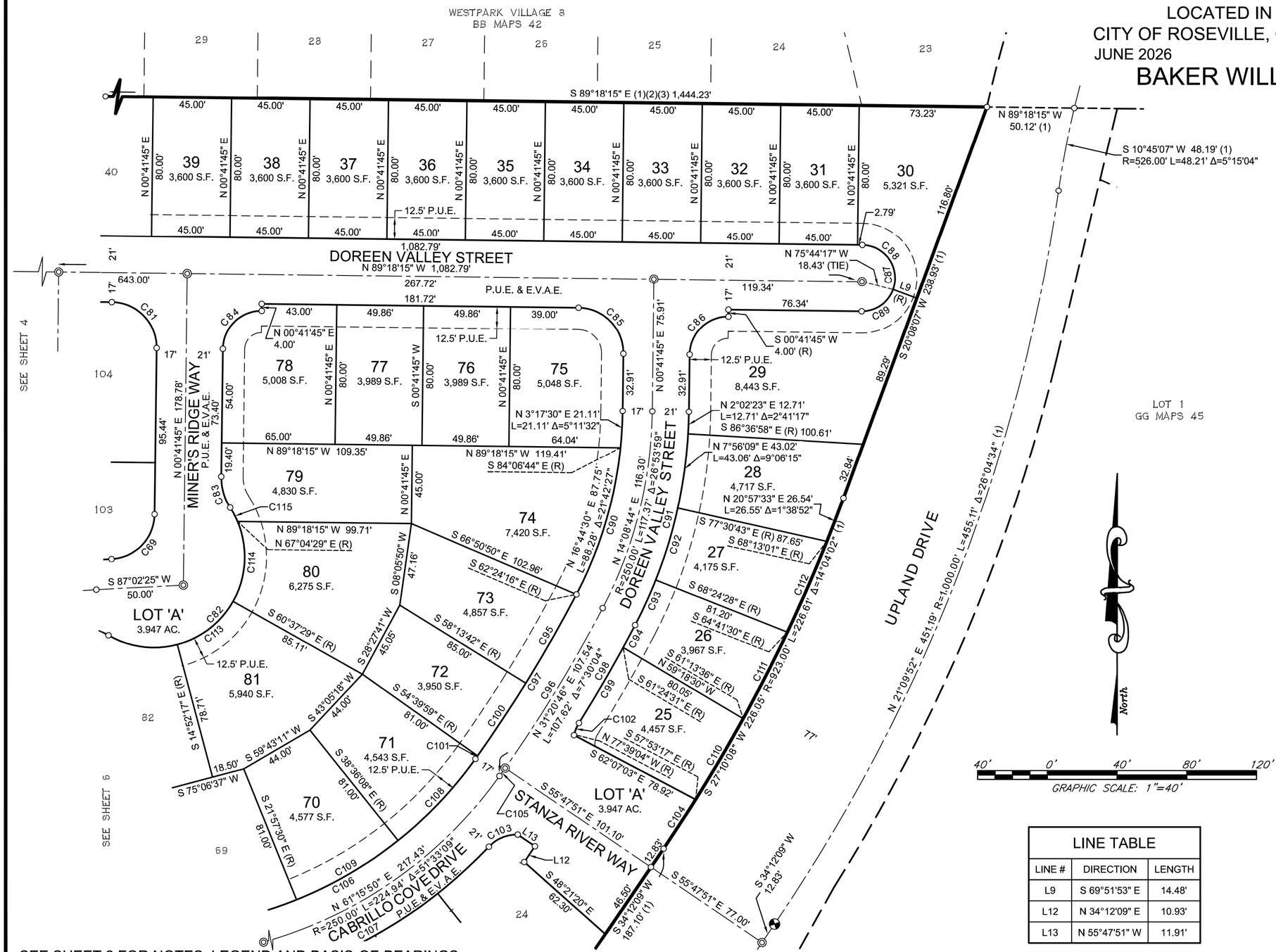
SIERRA VISTA VILLAGE JM-01

SUBDIVISION NO.: PL17-0204

ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "THE VILLAGES AT SIERRA VISTA" - 'DD' BM 26 AND ALL OF LOT 43 OF THE LARGE LOT FINAL MAP FOR "SIERRA VISTA - FEDERICO" - 'EE' BM 6 LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M. CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2026 SCALE: 1"=40'

BAKER WILLIAMS ENGINEERING GROUP



LINE TABLE		
LINE #	DIRECTION	LENGTH
L9	S 69°51'53" E	14.48'
L12	N 34°12'09" E	10.93'
L13	N 55°47'51" W	11.91'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C69	39.18'	26.00'	86°20'40"	N 43°52'05" E	35.58'
C81	40.84'	26.00'	90°00'00"	N 44°18'15" W	36.77'
C82	138.87'	52.00'	153°01'01"	N 43°38'49" E	101.13'
C83	18.74'	32.00'	33°33'26"	S 16°04'59" E	18.48'
C84	34.56'	22.00'	90°00'00"	S 45°41'45" W	31.11'
C85	40.84'	26.00'	90°00'00"	N 44°18'15" W	36.77'
C86	34.56'	22.00'	90°00'00"	S 45°41'45" W	31.11'
C87	59.69'	19.00'	180°00'00"	N 0°41'45" E	38.00'
C88	36.29'	19.00'	109°26'22"	N 34°35'04" W	31.02'
C89	23.40'	19.00'	70°33'38"	N 55°24'56" E	21.95'
C90	109.39'	233.00'	26°53'59"	N 14°08'44" E	108.39'
C91	127.23'	271.00'	26°53'59"	N 14°08'44" E	126.07'
C92	43.06'	271.00'	9°06'15"	N 17°02'24" E	43.02'
C93	28.39'	271.00'	6°00'12"	N 24°35'38" E	28.38'
C94	14.65'	843.00'	0°59'45"	N 28°05'36" E	14.65'
C95	58.68'	805.00'	4°10'35"	N 29°41'01" E	58.66'
C96	113.23'	822.00'	7°53'32"	N 31°32'29" E	113.14'
C97	110.88'	805.00'	7°53'32"	N 31°32'29" E	110.80'
C98	64.87'	843.00'	4°24'33"	N 29°48'00" E	64.86'
C99	50.22'	843.00'	3°24'48"	N 30°17'53" E	50.21'
C100	50.04'	805.00'	3°33'42"	N 33°33'09" E	50.03'
C101	2.16'	805.00'	0°09'15"	N 35°24'38" E	2.16'
C102	7.55'	22.00'	19°39'21"	S 22°10'36" W	7.51'
C103	18.50'	22.00'	48°10'46"	S 67°19'29" W	17.96'
C104	33.68'	923.00'	2°05'26"	N 33°09'26" E	33.67'
C105	5.61'	822.00'	0°23'27"	N 35°17'32" E	5.61'
C106	209.64'	233.00'	51°33'09"	N 61°15'50" E	202.64'
C107	207.19'	271.00'	43°48'19"	N 65°08'15" E	202.18'
C108	64.70'	233.00'	15°54'37"	N 43°26'34" E	64.49'
C109	67.69'	233.00'	16°38'39"	N 59°43'11" E	67.45'
C110	53.78'	923.00'	3°20'18"	N 30°26'34" E	53.77'
C111	55.82'	923.00'	3°27'55"	N 27°02'27" E	55.81'
C112	56.79'	923.00'	3°31'31"	N 23°32'44" E	56.78'
C113	41.52'	52.00'	45°45'12"	N 52°15'07" E	40.43'
C114	47.47'	52.00'	52°18'02"	N 3°13'30" E	45.84'
C115	9.02'	52.00'	9°56'11"	N 27°53'36" W	9.01'

JOB NO. 22-06-026

PLAT OF

SIERRA VISTA VILLAGE JM-01

SUBDIVISION NO.: PL17-0204

ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "THE VILLAGES AT SIERRA VISTA" - 'DD' BM 26 AND ALL OF LOT 43 OF THE LARGE LOT FINAL MAP FOR "SIERRA VISTA - FEDERICO" - 'EE' BM 6

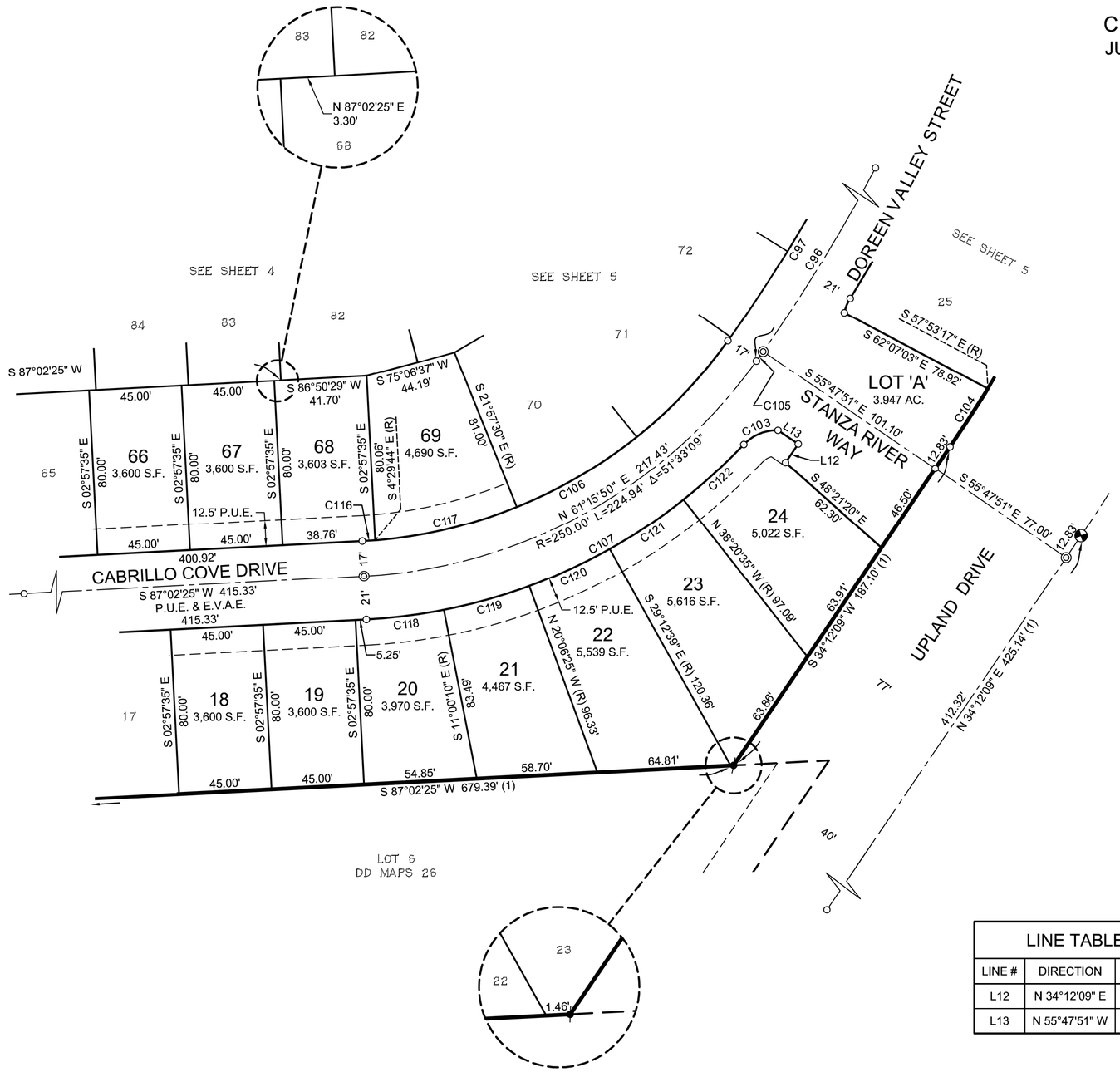
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2026 SCALE: 1"=40'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 6 OF 9



LINE TABLE		
LINE #	DIRECTION	LENGTH
L12	N 34°12'09" E	10.93'
L13	N 55°47'51" W	11.91'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C96	113.23'	822.00'	7°53'32"	N 31°32'29" E	113.14'
C97	110.88'	805.00'	7°53'32"	N 31°32'29" E	110.80'
C103	18.50'	22.00'	48°10'46"	S 67°19'29" W	17.96'
C104	33.68'	923.00'	2°05'26"	N 33°09'26" E	33.67'
C105	5.61'	822.00'	0°23'27"	N 35°17'32" E	5.61'
C106	209.64'	233.00'	51°33'09"	N 61°15'50" E	202.64'
C107	207.19'	271.00'	43°48'19"	N 65°08'15" E	202.18'
C116	6.24'	233.00'	1°32'08"	N 86°16'21" E	6.24'
C117	71.01'	233.00'	17°27'46"	N 76°46'23" E	70.74'
C118	38.04'	271.00'	8°02'34"	N 83°01'07" E	38.01'
C119	43.06'	271.00'	9°06'15"	N 74°26'43" E	43.02'
C120	43.06'	271.00'	9°06'15"	N 65°20'28" E	43.02'
C121	43.19'	271.00'	9°07'56"	N 56°13'23" E	43.15'
C122	39.83'	271.00'	8°25'19"	N 47°26'45" E	39.80'

JOB NO. 22-06-026

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS.

PLAT OF

SIERRA VISTA VILLAGE JM-01

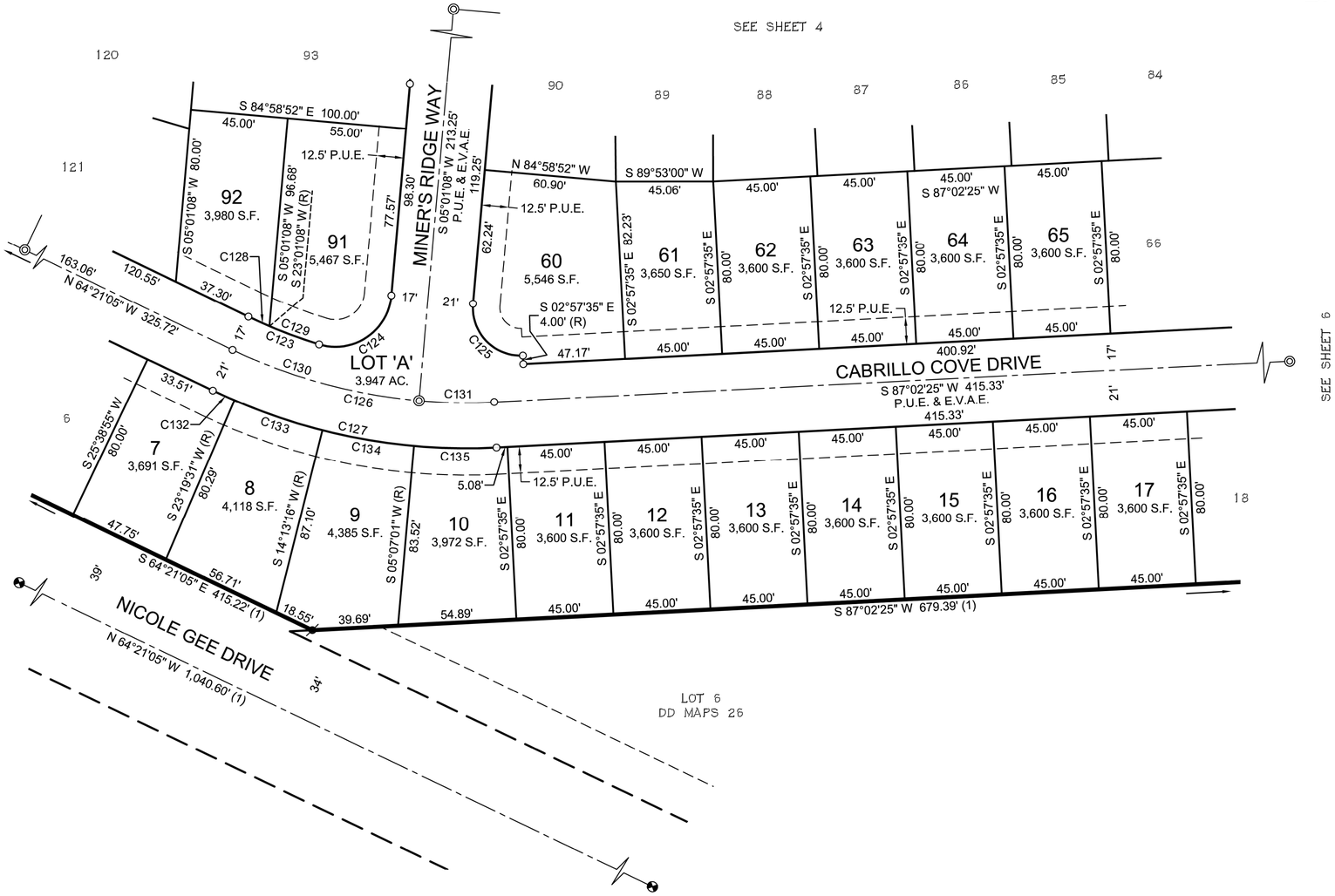
SUBDIVISION NO.: PL17-0204

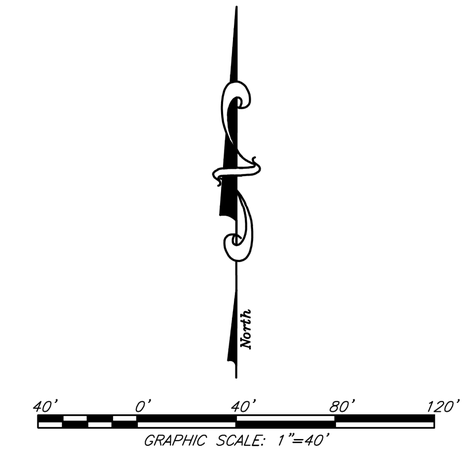
ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "THE VILLAGES AT SIERRA VISTA" - 'DD' BM 26 AND ALL OF LOT 43 OF THE LARGE LOT FINAL MAP FOR "SIERRA VISTA - FEDERICO" - 'EE' BM 6
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2026 SCALE: 1"=40'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 7 OF 9





CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C123	35.14'	233.00'	8°38'25"	S 68°40'17" E	35.10'
C124	46.28'	26.00'	101°59'22"	N 56°00'49" E	40.41'
C125	37.62'	22.00'	97°58'44"	S 43°58'13" E	33.20'
C126	124.83'	250.00'	28°36'31"	S 78°39'20" E	123.54'
C127	135.31'	271.00'	28°36'31"	S 78°39'20" E	133.91'
C128	10.69'	233.00'	2°37'48"	S 65°39'59" E	10.69'
C129	24.44'	233.00'	6°00'38"	S 69°59'11" E	24.43'
C130	90.01'	250.00'	20°37'47"	S 74°39'58" E	89.53'
C131	34.81'	250.00'	7°58'44"	S 88°58'13" E	34.79'
C132	10.99'	271.00'	2°19'24"	S 65°30'47" E	10.99'
C133	43.06'	271.00'	9°06'15"	S 71°13'37" E	43.02'
C134	43.06'	271.00'	9°06'15"	S 80°19'52" E	43.02'
C135	38.20'	271.00'	8°04'36"	S 88°55'17" E	38.17'

JOB NO. 22-06-026

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS.

PLAT OF

SIERRA VISTA VILLAGE JM-01

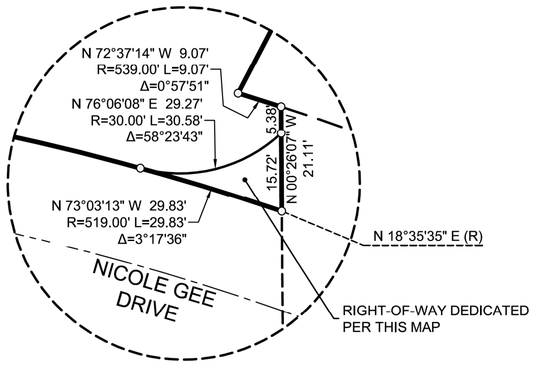
SUBDIVISION NO.: PL17-0204

ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "THE VILLAGES AT SIERRA VISTA" - 'DD' BM 26 AND ALL OF LOT 43 OF THE LARGE LOT FINAL MAP FOR "SIERRA VISTA - FEDERICO" - 'EE' BM 6 LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2026 SCALE: 1"=60'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 8 OF 9



DETAIL 'A'
SCALE: 1" = 20'

NORTH

60' 0' 60' 120' 180'
GRAPHIC SCALE: 1"=60'

FOUND 3/4" IRON PIPE WITH PLUG STAMPED "LS 7944" PER (2)

WESTPARK VILLAGE 10 BB MAPS 80

WESTPARK VILLAGE 8 – BB MAPS 42

5 LOT 'E' 121 120 119 118 117 116 115 114 113 112 111 110

N 89°18'15" W (1)(2)(3) 1,045.01'

23.00'

S 00°41'43" W 62.28' (2)

12.5' P.U.E. PER (2)

BRANSTON DRIVE

S 3°33'38" E 178.11' (2)
R=1,200.00' L=178.27' Δ=8°30'42"

S 3°33'38" E 174.69' (2)
R=1,177.00' L=174.85' Δ=8°30'42"

23' 23'

S 07°48'59" E 95.49' (2)

S 07°48'59" E 46.63' (2)

S 82°11'01" W 4.00' (2)

S 51°30'49" E 42.83' (2)
R=31.00' L=47.29'
Δ=87°23'41"

S 85°25'10" E 363.60' R=1,069.00' L=365.38' Δ=19°35'00" (2)

N 86°43'20" W 404.09' L=406.63' Δ=22°11'19" (2)

S 87°28'20" W 610.47' R=1,050.00' L=619.41' Δ=33°47'59" (2)

30.0' DRAINAGE EASEMENT PER 2006-0122389

20.0' PEDESTRIAN EASEMENT PER (2)

12.5' P.U.E. PER (2)

19°19'

S 75°37'40" E 256.37' (2)

N 75°37'40" W 256.37' (2)

NICOLE GEE DRIVE

S 81°01'32" E 137.53' (2)
R=731.00' L=137.73' Δ=10°47'43"

S 81°01'32" E 141.10' (2)
R=750.00' L=141.31' Δ=10°47'43"

S 86°25'23" E 152.38' (2)

N 86°25'23" W 152.38' (2)

N 75°23'14" W 191.42' (2)
R=500.00' L=192.61' Δ=22°04'18"

REMAINDER
8.907 ACRES

LOT 40
EE MAPS 6

N 00°41'45" E 208.66'

130 131 132 133 134

N 75°20'21" W 57.79'

N 03°34'37" E 84.19'

N 15°57'57" E 38.00'

N 73°10'37" W 18.52'
R=619.00' L=18.52' Δ=1°42'52"

N 44°28'10" W 20.56'
R=22.00' L=21.39' Δ=55°42'01"

S 78°54'54" E 135.63' (2)
R=519.00' L=136.02' Δ=15°00'58"

N 27°42'59" E 63.52'

N 73°22'50" E (R)

N 22°05'58" E 8.99'

S 67°54'02" E 13.82'

N 72°37'14" W 9.07'
R=539.00' L=9.07'
Δ=0°57'51"

N 00°26'07" W 21.11'

SEE DETAIL 'A'

SEE SHEET 3

JOB NO. 22-06-026

SHEET 8 OF 9

PLAT OF

SIERRA VISTA VILLAGE JM-01

SUBDIVISION NO.: PL17-0204

ALL OF LOT 4 OF THE LARGE LOT FINAL MAP OF "THE VILLAGES AT SIERRA VISTA" - 'DD' BM 26 AND ALL OF LOT 43 OF THE LARGE LOT FINAL MAP FOR "SIERRA VISTA - FEDERICO" - 'EE' BM 6

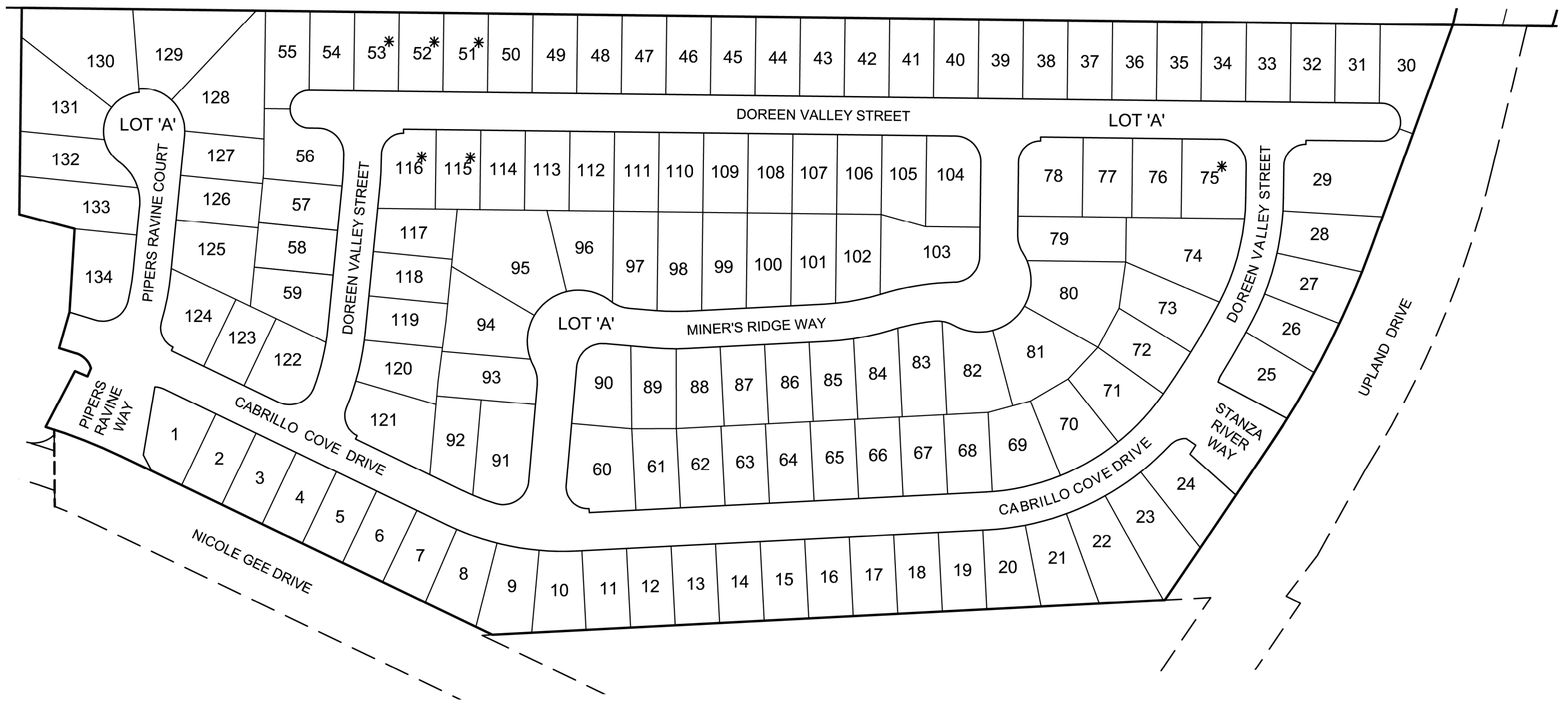
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2026 SCALE: 1"=100'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 9 OF 9



Legend:

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON THE SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE HOMEOWNER.

Informational Sheet Only

THIS SHEET CONTAINS ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED HEREON SHALL BE FITTED WITH A SEWER BACKFLOW VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING, OR ITS CONTENTS, DUE TO THE FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

JOB NO. 22-06-026

RESOLUTION NO. 26-197

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Subdivision Agreement for the Sierra Vista Village JM-01 Subdivision, by and between the City of Roseville and John Mourier Construction, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Subdivision Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Sierra Vista Village JM-01 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and John Mourier Construction, Inc, a California corporation, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Sierra Vista Village JM-01 Subdivision" (Subdivision no. PL17-204; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 9th day of January, 2020, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Baker Williams Engineering Group, dated March , 2025 and approved by the City Engineer and including any changes or

alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2026, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-

way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $ 5,891,973 . One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY.

SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or

exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $3,000,000 aggregate Personal Injury: $2,000,000 per occurrence $3,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Workers' Compensation	Statutory

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual

liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be

determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD as required

by the applicable Development Agreement or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Ryan Biziewski
John Mourier Construction, Inc.
1430 Blue Oaks Boulevard
Roseville, CA 95747

Either party may amend its address by giving written notice to the other.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. ____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

John Mourier Construction, Inc.,
a California corporation

BY: _____
Print name: Martin Z. Ziegler
Title: Executive Vice President

and

BY: _____
Print name: Rod Yamanaka
Title: CFO

(NOTARIZATION REQUIRED)

[B:\City Attorney\agreement\form agreements\subdivision agmt.docx; 6/6/2023]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On April 14, 2025 before me, Karen Headley, a notary public,
Date *Here Insert Name and Title of the Officer*

personally appeared Martin Z. Ziegler and Rod Yamanaka
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KAREN HEADLEY
Notary Public - California
Placer County
Commission # 2417334
My Comm. Expires Oct 16, 2026

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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City Council Communication

Meeting Date: 6/17/2026
Item #: VII.43
File #: 0400-04-12-1 & 0400-07
Item ID: 2026-497

Title:	Sierra Vista Village FD-07 - Final Map and Subdivision Agreement
Contact:	Jeff Hendrix 916-774-5463 jhendrix@roseville.ca.us

SUMMARY

Staff recommends approving the Sierra Vista Village FD-07 Subdivision Agreement with John Mourier Construction, Inc., and the final map. Review of the final map has been completed, and it is in compliance with the approved tentative map. This map will create 58 residential lots, a private street (Lot A), one (1) public landscape lot (Lot B), and two (2) public drainage lots (Lots C and D). The actions requested have no fiscal impact to the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public easements offered thereon, and accept subject to improvement, Lots B, C, and D and the rights of way offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City of Roseville.

BACKGROUND

The Development Services, Engineering section has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance, and all conditions of the tentative map have been met. This map will create 58 residential lots, 1 private street (Lot A), 1 public landscape lot, and 2 public drainage lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Development of the Sierra Vista Village FD-07 residential subdivision was previously evaluated in the Sierra Vista Specific Plan EIR (certified May 5, 2020, SCH# 2008032115) and identified in the associated Sierra Vista Specific Plan. Construction of the Sierra Vista Village FD-07 residential subdivision is found to be within the scope of the project covered by the Sierra Vista Specific Plan EIR and is therefore exempt

from CEQA pursuant to Section 15182. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including residential subdivisions. Because the project is consistent with the Sierra Vista Specific Plan EIR and Specific Plan, no new effects would be expected to occur, and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented during the design and construction of the Sierra Vista Village FD-07 residential subdivision. Because the proposed project meets the requirements identified in the State CEQA Guidelines Section 15182, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Jeff Hendrix, Associate Engineer

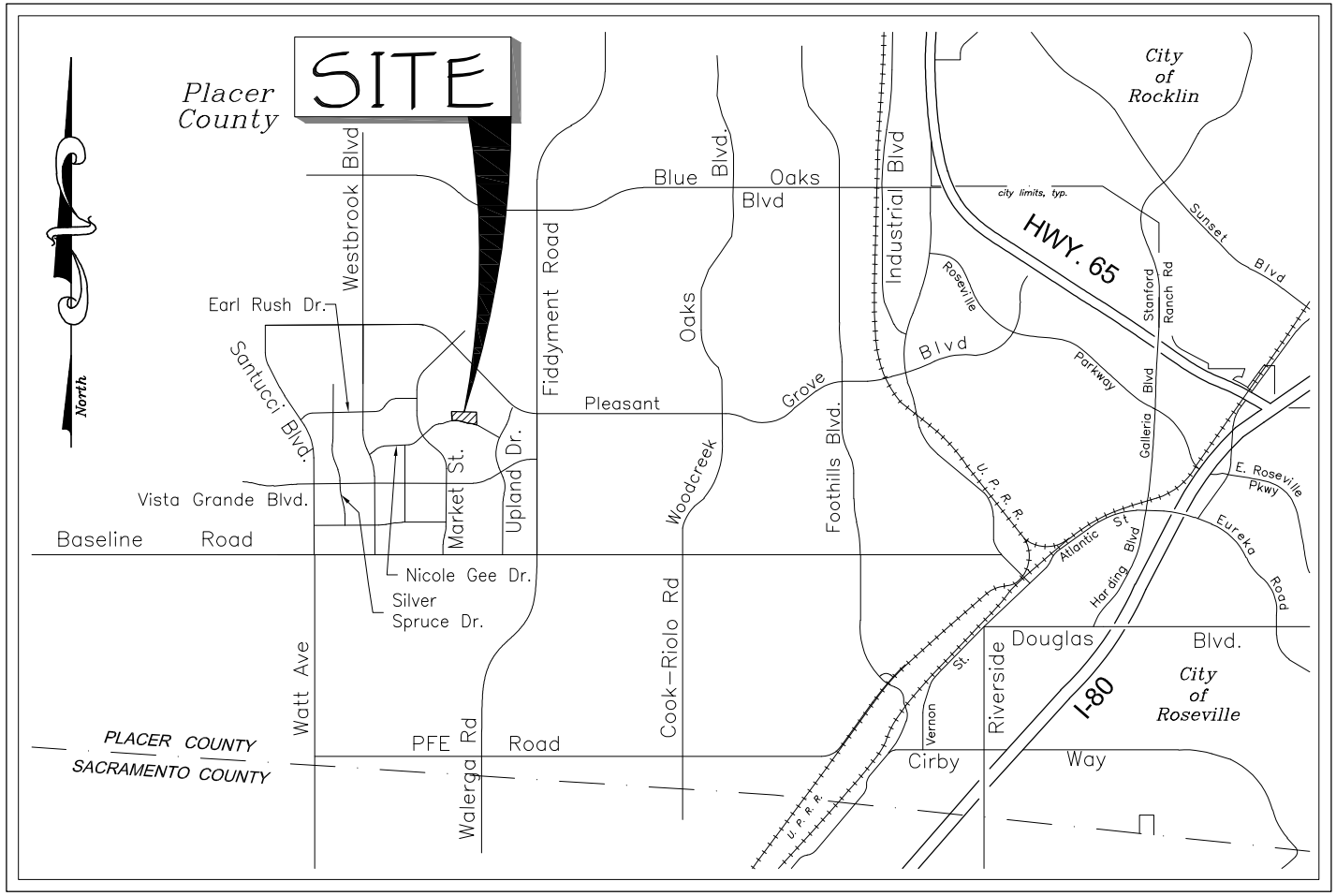
Mike Isom, Development Services Director

ATTACHMENTS:

1. Vicinity Map
2. Resolution 26-232
3. Subdivision Agreement

REVIEWERS:

Jeff Hendrix, Development Services Department - Engineering Division	Created/Initiated - 5/27/2026
Marc Stout, Development Services Department - Engineering Division	Approved - 5/28/2026
Mike Isom, Development Services Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026



SIERRA VISTA VILLAGE FD-07

RESOLUTION NO. 26-232

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Subdivision Agreement for the Sierra Vista Village FD-07 Subdivision, by and between the City of Roseville and John Mourier Construction, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Subdivision Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Sierra Vista Village FD-07 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and John Mourier Construction, Inc., a California corporation, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Sierra Vista Village FD-07 Subdivision" (Subdivision no. PL17-0204; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 9th day of January, 2020, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Baker Williams Engineering Group, dated _____ and approved by the City Engineer and including any changes or

alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2026, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-

way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $ 3,097,955 . One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY.

SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or

exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $3,000,000 aggregate Personal Injury: $2,000,000 per occurrence $3,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Workers' Compensation	Statutory

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual

liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be

determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD as required

by the applicable Development Agreement or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Ryan Biziewski
John Mourier Construction, Inc
1430 Blue Oaks Boulevard, Ste. 190
Roseville, CA 95747

Either party may amend its address by giving written notice to the other.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. ____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

John Mourier Construction, Inc.,
a California corporation

BY:_____
Print name: Martin Z. Ziegler
Title: Executive Vice President

and

BY:_____
Print name: Rod Yamanaka
Title: CFO

(NOTARIZATION REQUIRED)

[B:\City Attorney\agreement\form agreements\subdivision agmt.docx; 6/6/2023]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On April 14, 2025 before me, Karen Headley, a notary public,
Date *Here Insert Name and Title of the Officer*

personally appeared Martin Z. Ziegler and Rod Yamanaka
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KAREN HEADLEY
Notary Public - California
Placer County
Commission # 2417334
My Comm. Expires Oct 16, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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City Council Communication

Meeting Date: 6/17/2026
Item #: VII.44
File #: 0800-06
Item ID: 2026-482

Title:	On-Call Building Plan Review and Inspection Services - On-Call Professional Services Agreement
Contact:	Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

SUMMARY

Staff recommends approval of five (5) professional services agreements with (1) 4LEAF, Inc., (2) BPR Consulting Group LLC, (3) Bureau Veritas North America, Inc., (4) TRB and Associates, Inc., and (5) Urban37, Inc., for on-call building plan review and inspection services. The agreements include an annual not-to-exceed limit of $350,000 per contract for 4LEAF, BPR Consulting, TRB and Associates, and Urban37, and an annual not-to-exceed limit of $750,000 for Bureau Veritas due to anticipated increased workload and specialized project support. Funding is included in the Development Services Department's Contracted Building Plan Review operating budget and is fully recoverable through permit fee revenue. Staff also recommends authorization for the City Manager to execute future amendments to extend the agreements for up to four (4) additional one-year renewal terms on behalf of the City.

RECOMMENDATION

Staff recommends that the City Council adopt five (5) resolutions to approve On-Call Professional Services Agreements with (1) 4LEAF, Inc., (2) BPR Consulting Group LLC, (3) Bureau Veritas North America, Inc., (4) TRB and Associates, Inc., and (5) Urban37, Inc., for on-call building plan review and inspection services and authorize the City Manager to execute the agreements on behalf of the City of Roseville.

Staff additionally requests authority for the City Manager or his designee to execute up to four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with these consultants is not in the best interest of the City.

BACKGROUND

The Development Services Department is responsible for performing plan review and inspection services for all residential and commercial building construction within the City. During periods of significant development activity, the Department utilizes qualified consulting firms to supplement internal staffing resources to maintain targeted turnaround times and customer service levels. The Department also relies on contract inspectors during periods of prolonged vacancies, peak demand, and for specialized plan review and inspection services associated with complex development projects, or where specialized licenses or expertise are required.

Staff continues to rely on contracted services for plan review and specialized inspections related to the ongoing Bosch Semiconductor Facility project. Additionally, contracted services are used to maintain continuity of review for large or complex commercial structures within the City, including the Westfield Galleria. The use of qualified consultants strengthens the Department's ability to respond to fluctuating workloads while maintaining a high level of customer service.

To support these needs, the City issued a competitive Request for Proposals (RFP) for on-call building plan review and inspection services on February 19, 2026. Twelve (12) firms submitted proposals in response to the RFP, and eight (8) firms were selected for interviews based on the initial evaluation and ranking process. Following interviews and final evaluations, five (5) firms consisting of (1) 4LEAF, Inc., (2) BPR Consulting Group, (3) Bureau Veritas North America, Inc., (4) TRB and Associates, Inc., and (5) Urban37, Inc. ranked highest based on experience and qualifications, service approach, and cost.

Consistent with best and past practices, five (5) separate firms will be engaged to reduce potential conflicts of interest that may arise from existing or future contractual relationships with private entities. To ensure consistency and maintain the City's customer service expectations, staff will regularly coordinate and meet with the consultant firms throughout the duration of the contracts.

If approved, the initial terms of the agreements will commence on July 1, 2026, and expire on June 30, 2027. The agreements authorize the City Manager to extend each agreement in one-year increments for up to an additional four (4) years. All costs associated with on-call building plan review and inspection services are fully recoverable through permit fee revenue and will have no net impact on the General Fund.

FISCAL IMPACT

The contracts with 4LEAF, Inc., BPR Consulting Group, TRB and Associates, Inc., and Urban37, Inc. shall not exceed $350,000 per fiscal year for each agreement. To support continuity of services and the increased workload associated with the ongoing Bosch Semiconductor Facility project and specialized plan review and inspection services, including services related to the Westfield Galleria, the contract with Bureau Veritas North America, Inc., shall not exceed $750,000 per fiscal year unless otherwise approved by the City Council through a future contract amendment.

Funding for these professional services is included in the Development Services Department's annual operating budget. All costs associated with on-call building plan review and inspection services are fully recoverable through permit fee revenue generated by development activity, resulting in no net fiscal impact on the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Stacie Marchetti, Management Analyst

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 26-210
2. 4LEAF FY27 PSA
3. Resolution 26-211
4. BPR FY27 PSA
5. Resolution 26-212
6. Bureau Veritas FY27 PSA
7. Resolution 23-213
8. TRB FY27 PSA
9. Resolution 26-214
10. Urban37 FY27 PSA
11. Intent to Award Notification RFP 06-0009
12. Master Averaged Score Sheet
13. Interview ranking Sheet
14. Proposal Ranking Sheet

REVIEWERS:

Cheri McGrath, Development Services Department - Business Services Division	Created/Initiated - 5/26/2026
Joe Allen, Development Services Department - Business Services Division	Approved - 5/27/2026
Mike Isom, Development Services Department	Approved - 5/27/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

RESOLUTION NO. 26-210

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND 4LEAF, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an On-Call Professional Services Agreement for Building Plan Review and Inspection Services, by and between the City of Roseville and 4LEAF, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Building Plan Review and Inspection Services

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and 4LEAF, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 06-0009 for professional services consisting of on-call building plan review and inspection services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated March 24, 2026, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional building plan review and inspection services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2027. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed three hundred fifty thousand dollars ($350,000) for the initial term. Total compensation for optional renewal years of this Agreement shall not exceed three hundred fifty thousand dollars ($350,000). Total compensation for the initial term and all optional renewal years shall not exceed one million, seven hundred fifty thousand dollars ($1,750,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

12. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

13. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

14. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or

similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

16. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

18. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this

Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

19. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

23. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Development Services Department Attn: Mike Isom 311 Vernon Street Roseville, CA 95678	4LEAF, Inc. Attn: Joe Nicolas 8896 N. Winding Way Fair Oaks, CA 95628

Either party may amend its address for notice by giving notice to the other party in writing.

24. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Mike Isom Digitally signed by Mike Isom Date: 2026.05.20 15:37:46 -07'00' _____
MIKE ISOM
Development Services Director

4LEAF, INC., a California corporation

BY: _____
its: President

and

BY: _____
its: Chief Financial Officer

EXHIBIT "A"

TAB E: SERVICE PLAN

4LEAF has extensive knowledge and staff experience in all the scopes of services requested by the City. Due to our experience performing these services for many municipalities *(including the City itself)*, 4LEAF has the knowledge and personnel to successfully work on the City's project endeavors. We have thoroughly read the City's RFP and understand the scopes needed, the contract terms, and current procedures.

Building Plan Review Services

4LEAF will provide Plan Review for any type of structure to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. The types of structures we provide these services for include Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, Industrial, and ***HCAI/OSHPD-3 facilities***.

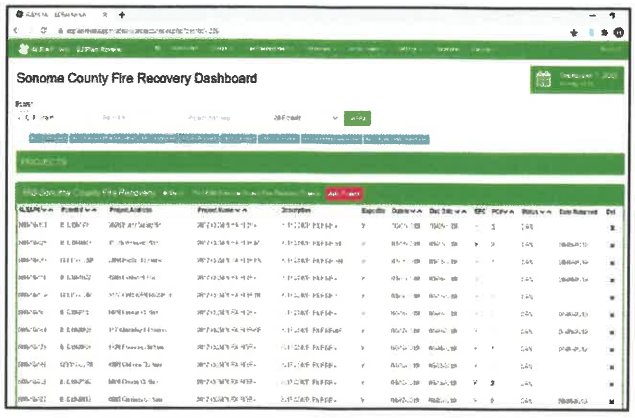
Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data.
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25.
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage.
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability.
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations, and masonry.
- Providing additional plan review services as requested by the City.
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and.
- Supplying all plan review staff with all code books and other basic professional references.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users to visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.



Plan Review QA/QC Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner, and a turnaround time will be established. We will log each application into our database the same day the plans are received to ensure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City's processing requirements and return them to the City, along with our letter of completion.

Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews. **However, these timeframes are negotiable based on your needs.** 4LEAF also provides Fire Plan Review services.

Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

**Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.*

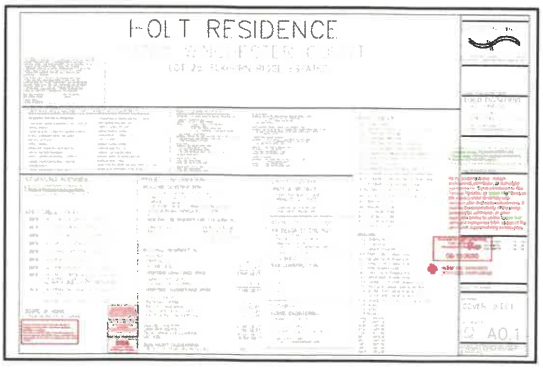
In addition, 4LEAF will communicate directly with design professionals for each set of plans that is reviewed so that **all residential alteration projects, ADUs, commercial alterations, and tenant improvement projects are approved within no more than two rounds of plan review.**

On- and Off-Site Review

4LEAF can supply Registered Professional Plan Review personnel to the City to work on-site performing reviews for residential addition and alteration projects, up to two days a week, as needed. The staff provided will have experience working on-site at municipal permit counters and will seamlessly integrate with City staff.

Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.



Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs their function

of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency, and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line™ approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.



Additional Technologies

Having served more than 500 jurisdictions, 4LEAF and our staff are knowledgeable and have experience in working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. **Our team is exceptionally familiar with the City's choice of software, *DigEplan*, and will have no trouble utilizing this tool.** Additionally, 4LEAF has experience with other tracking technologies including, but not limited to:

DigEplan™

e-PlanSoft™ CRW SYSTEMS ProjectDox eTRAKIT Online Permitting System Accela esri

Building Inspection Services

4LEAF has a team of more than 200 ICC Certified Building Inspectors, HCAI (OSHPD)/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to working in the Roseville area who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest on-call database of qualified inspectors of varied qualifications for as-needed requests from our clients. 4LEAF utilizes this service for more than 400 municipalities, and we have included a snapshot of our inspection database below for your review. Inspectors vary from current, full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current

code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same day or within one business day**—simply call, email, or text our assigned Management team for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.



Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, including the North Bay, Peninsula/South Bay, East Bay, Sacramento Valley, Central Coast, and Central Valley.

Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer-funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful for fast-paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

Project Inspection Services

4LEAF is a local firm with the depth of resources to handle any inspection request. Our firm has been managing and performing inspection work since our inception in 1999 and has performed inspection assignments ranging from $100,000 to $6 Billion. 4LEAF desires to work with City Project Managers to deliver projects along during the construction phase to save the City time and money when applicable. 4LEAF has a proven track record of

working in compliance with all regulations set forth by our clients and has completed numerous projects under budget.

Craig Tole, our Executive Manager, will meet with the City's designated Project Manager to discuss the nature and proposed scope of services required and the project schedule. Craig will assign the appropriate inspector to the project and then establish a schedule for completing the work at the time specified and provide you with the total compensation for the services requested. 4LEAF plans to:

- Provide the City with **highly qualified, experienced professionals** necessary for this project. The proposed personnel will be appropriately registered, certified, or have a license and can effectively collaborate with the City's Project Managers, design team, and contractors.
- Bring **innovative technology** that will enhance our open lines of communication with the City and design team that will interface with the City's technology systems and software platforms.
- Make our team available during the **Construction Document** and **Construction Administration** phases of the project which will expedite issues that may arise.
- Have a well-planned approach throughout the Pre-Construction Phase, Construction Phase, and Closeout Phase to ensure we begin the preparations to close the project out from the day we begin.

The 4LEAF team will make on-site inspections to check the quality and quantity of the work performed by all trades and guard against defects and deficiencies in the work by the Contractor. As necessary, the 4LEAF team will inspect construction means, methods, techniques and sequences to evaluate the Contractor's compliance with the intent of the construction documents and recommend necessary remedial action to the Contractor as required.

The following represents the normal responsibilities associated with providing construction inspection during the construction phase of a project. The actual services are tailored to meet the specific needs of each project:

- Provide daily inspection and documentation of job-related activities.
- Monitor and document Contractor's work for adherence to contract plans and specifications.
- Prepare and maintain thorough daily inspection reports.
- Provide continual review of plans and specifications.
- Coordinate schedules for testing and surveying.
- Document information related to manpower, equipment, & time for extra or force account work.
- Attend all necessary meetings.
- Provide accurate measured quantities and review pay estimates submitted by contractor.
- Provide pictorial and/or video logbook of construction activities and maintain separate "as-builts".
- Report all discrepancies requiring corrective actions to the construction manager and/or owner.
- Meet with contractor to review proposed work and schedule inspection.
- Develop "Punch List" items and follow-up with corrective measures.

Projects requiring HCAI, DSA, ICC, Etc.

4LEAF maintains an updated database complete with each Inspectors' skill sets, certifications, project history, continuing education, etc. 4LEAF's Project Manager will work closely to identify the right inspector for each

assignment/task. 4LEAF has a proven track record of providing Inspectors for daily assignments or specialty assignments. This includes staff augmentation and project staff augmentation roles.

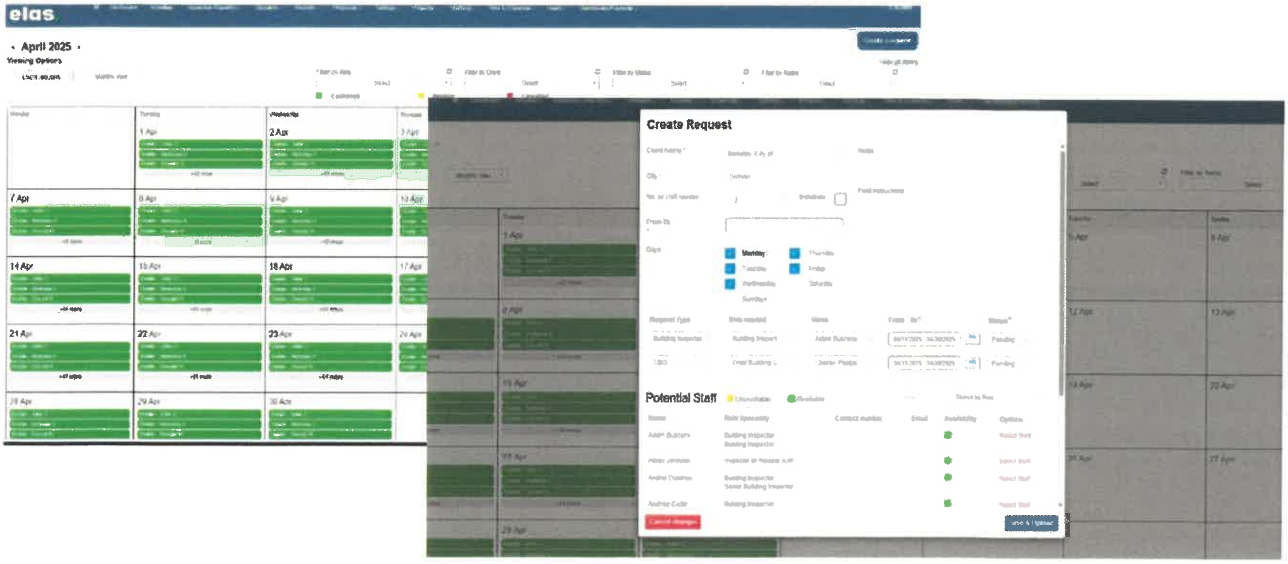
Inspection of Mechanical, Electrical, Plumbing, and Structural Systems

4LEAF will ensure that personnel inspecting Mechanical, Electrical, and Plumbing Structural Systems will have the proper qualifications, certifications, and experience prior to assignment. Our staff will be routinely checking the structural systems simultaneously with general mechanical, electrical, and plumbing code provisions to ensure that there is no delay in the overall project schedule.

Inspection Technology

4LEAF has extensive experience working with various inspection reporting technologies, including **elas.™** and GoFormz which 4LEAF used this for all scopes of the Apple 2 Campus **(~$8 Billion)**, and for the Encore Boston Harbor Casino **(~$2.6 Billion)**, San Mateo County Project Development Unit **(~$1.1 Billion)**, and at San Jose State University **(~$1 Billion)**. Innovative technology allows every piece of information collected on a project to be accessible by all staff as every inspection report is stored securely and safely in the cloud. The information can be accessed through a user's web account where any inspection report can be viewed, and reports can be run using stored project data. With inspection technology, 4LEAF inspectors are able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to reports to show the items inspected. By means of an iPad, inspectors sign reports using a mobile signature block and attached pictures of the item inspected that were taken using the iPad.

elas.™ Page View



Certified Access Specialist (CASp)



4LEAF has 14 Certified Access Specialists on staff. We have performed CASp inspections, plan review projects, and have consulted on numerous construction projects for accessibility questions and advice. Our team members are results- and detail-oriented and uphold the values of our company. Our team of expert personnel includes but is not limited to:

Personnel	CASp Number	Expiration
Steve Arnold, CBO	CASp #215	6/23/2028
Howard Conroy, CBO	CASp #429	7/31/2027
Martin Cooper, CBO	CASp #128	9/17/2027
Brian Fenty, CBO	CASp #781	8/4/2026
Timothy Griffith, CBO	CASp #1007	11/28/2027
Robert Hall	CASp #723	8/15/2028
Brent Hipsher, CBO	CASp #422	4/12/2027
Rouhi El-Rabaa, PE	CASp #973	7/30/2027
Mike Kelly	CASp #715	8/15/2028
Michael Loomis, CBO	CASp #099	9/14/2027
Steven Raney, CBO	CASp #519	12/10/2028
Steve Kim, PE	CASp #982	8/4/2027
Don Salts, CBO	CASp #669	4/4/2028
Jay Shih, PE, CBO	CASp #683	4/7/2028

EXHIBIT “B”

4LEAF, INC.

QUALIFICATIONS TO PROVIDE

BUILDING PLAN REVIEW AND INSPECTION SERVICES RFP 06-0009

TO THE

CITY OF ROSEVILLE



TAB F

COST PROPOSAL

TAB F: COST PROPOSAL

2026-2027 FEE SCHEDULE & BASIS OF CHARGES

For the City of Roseville

All Rates are Subject to Basis of Charges

Plan Check Package A
Complete commercial plan review for private development projects including CBC, CMC, CPC, CEC, CEC Part 6 of the California Building Standards Code, CGBSC, and CFC, applicable Roseville Municipal Code and Roseville Fire Department Standards.

65%

Plan Check Package B
Complete commercial plan review for City projects including CBC, CMC, CPC, CEC, CEC Part 6 of the California Building Standards Code, CGBSC, and CFC, applicable Roseville Municipal Code, Roseville Fire Department Standards, and Americans with Disabilities Act (ADA).

65%

Plan Check Package C
Complete residential plan review including CBC and /or CRC, CMC, CPC, CBC, CEC Part 6 of the California Building Standards Code, CGBSC, and CFC, applicable Roseville Municipal Code and Roseville Fire Department Standards.

75%

Plan Check Package D
Complete commercial fire system plan review including CFC, applicable Roseville Municipal Code and Roseville Fire Department Standards.

65%

Plan Check Package E
Additional plan review services, including revisions and deferred submittals, at an hourly rate of $158/hour.

Plan Check Package F
Expedited plan review of the tasks outlined above. For Package A, Package B, Package C, and Package D, cost is to be the percentage of the plan check fee to the City as designated in the applicable package and $158/hour. For Package E, the cost is $237.

4LEAF will perform one plan check and up to two subsequent rechecks (for a total of three plan review iterations) as part of the fee paid by the City.

4LEAF is willing to extend the terms of the proposal through an additional fiscal year as indicated under "Terms" in Sample Contract.

Fee Structure for Personnel

Rates negotiated based on skill set of the inspector's certifications/experience.

Building

Chief Building Official	$199/hour
Structural Plan Review Engineer	$190/hour
Non-Structural Plans Examiner	$163/hour
Certified Access Specialist (CASp) Inspector	$206/hour
Certified Access Specialist (CASp) Plans Examiner	$206/hour
Senior Combination Building Inspector (Building Inspector III)	$168/hour
Commercial Building Inspector (Building Inspector II)	$146/hour
Residential Building Inspector (Building Inspector I)	$138/hour
Permit Manager	$121/hour
Senior Permit Technician	$114/hour
Permit Technician	$97/hour
Clerk/Administrator	$84/hour
Supervising Inspector of Record	$205/hour
Inspector of Record	$185/hour
HCAI/DSA Inspector of Record	$205/hour
Firestopping Inspector	$200/hour

Code Enforcement

Code Enforcement Director	$197/hour
Code Enforcement Manager	$164/hour
Senior Code Enforcement Officer	$144/hour
Code Enforcement Officer II	$124/hour
Code Enforcement Officer I	$107/hour
Code Enforcement Technician	$94/hour
Housing Inspector	$104/hour
Remote Hearing Officer	$297/hour
Onsite Hearing Officer	$397/hour

Fire

Fire Protection Engineer (FPE)	$274/hour
Fire Prevention Officer	$157/hour
Fire Plans Examiner	$174/hour
Fire Inspector II	$147/hour
Fire Inspector I	$127/hour

Planning

Housing Policy Director	$274/hour
Planning Director	$224/hour

Principal/Planning Manager	$194/hour
Senior Planner	$174/hour
Associate Planner	$147/hour
Assistant Planner	$134/hour
Planning Technician	$114/hour

Project Management

Project Manager	$180/hour
Principal-in-Charge	$250/hour

Construction Management, Engineering, Construction Inspection

Civil Plan Review (Grading, Improvement Plans)	$224/hour
Traffic Engineer	$274/hour
Senior Construction Manager	$247/hour
Construction Manager	$224/hour
Certified Access Specialist (CASp) Inspector	$247/hour
Certified Access Specialist (CASp) Plans Examiner	$274/hour
Construction (Public Works) Inspector**	$227/hour
Construction (Public Works) Inspector (Non-Prevailing Wage)	$197/hour
Construction (Public Works) Inspector Apprentice**	$147/hour

**denotes prevailing wage category

General

Principal-in-Charge	$347/hour
4LEAF Project Manager	$247/hour
Vehicle required for project - 4-wheel drive (monthly)	$2500/month
Vehicle required for project - 4-wheel drive (daily)	$165/day
Vehicle required for project - 2-wheel drive (monthly)	$1500/month
Vehicle required for project - 2-wheel drive (daily)	$125/day
Project site transport, where required (gator)	$1800/month
Field Representative requiring special enhancement	$274/hour
Prevailing Wage filing	$274/filing
Project Administration specialized billing	$144/hour
elas/GoFormz	$50/user/month

BASIS OF CHARGES

- Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables, basic PPE (project specific PPR will be charged at cost plus 20%).
- All invoices will be submitted monthly.
- All invoices will be charged a 5% administrative fee.
- Approved expenses such as flights/ferry/hotels/etc. as well as subconsultants will be charged at cost plus 20%

- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Inspection services canceled less than 24 hours of requested time of service will be subject to a two (2) hour minimum charge.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the Jurisdiction.
- Most plan reviews will be reviewed in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review perce ntage.
- 4LEAF assumes that these rates reflect the FY2026-2027 contract period. There will be a 5% escalation for FY2027-2028, FY2028-2029, etc.
    - Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM) ..... 1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)..... 1.125 x hourly rate*
    - *Overtime (over 8-hour M-F or Saturdays) ..... 1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8-hour Sun)..... 2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)..... 3 x hourly rate*
- Overtime will only be billed with prior authorization of the client unless required by governing documents.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of project work or assignment will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client directed tasks or requirements. Client will allow 4LEAF staff the opportunity to take their entitled rest and meal breaks during each work shift as required by law.

BASIS OF CHARGES – PREVAILING WAGE

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR at cost, plus multiplier, and profit.
- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an

authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector.

RESOLUTION NO. 26-211

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BPR CONSULTING GROUP LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an On-Call Professional Services Agreement for Building Plan Review and Inspection Services, by and between the City of Roseville and BPR Consulting Group LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Building Plan Review and Inspection Services

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and BPR Consulting Group LLC, a California limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 06-0009 for professional services consisting of on-call building plan review and inspection services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated March 24, 2026, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional building plan review and inspection services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2027. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed three hundred fifty thousand dollars ($350,000) for the initial term. Total compensation for optional renewal years of this Agreement shall not exceed three hundred fifty thousand dollars ($350,000). Total compensation for the initial term and all optional renewal years shall not exceed one million, seven hundred fifty thousand dollars ($1,750,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

12. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

13. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

14. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or

similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

16. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

18. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this

Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

19. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

23. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Development Services Department Attn: Mike Isom 311 Vernon Street Roseville, CA 95678	BPR Consulting Group Attn: Ron Beehler 2130 Professional Drive, Suite 150 Roseville, CA 95661

Either party may amend its address for notice by giving notice to the other party in writing.

24. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Mike Isom Digitally signed by Mike Isom Date: 2026.05.20 15:58:20 -07'00'
MIKE ISOM
Development Services Director

BPR CONSULTING GROUP, LLC,
a California limited liability company

BY: Wm. T. (Bill) Rodgers Digitally signed by Wm. T. (Bill) Rodgers DN: C=US, E=brodgers@bpr-grp.com, O="BPR Consulting Group, LLC", CN=Wm. T. (Bill) Rodgers Location: Roseville, CA Reason: I agree to the terms defined by the placement of my signature on this document Contact Info: 916.662.0665 Date: 2026.05.20 09:47:06-07'00'
its: President

and

BY: Debbie Thorson Digitally signed by Debbie Thorson Date: 2026.05.20 13:13:50 -06'00'
its: Chief Financial Officer

EXHIBIT “A”

SERVICE UNDERSTANDING



BPR Consulting Group's staff members have provided services to the City of Roseville for many years, and we have assisted the City to develop policies and standards, and other service enhancements. Our staff has developed excellent working relationships with City staff. Additionally, BPR staff are experienced working with many of the City's largest developers and builders.

General Approach / Scope of Work

BPR Consulting Group understands the scope of services requested by the City and we are prepared to complete these services as required by the City.

- **Primary Point of Contact:** The City's single point of contact will be Bill Rodgers. Bill has worked closely with the City on a wide range of projects for many years. His contact information is as follows:

  Bill Rodgers, SE
  2130 Professional Drive
  Suite #150
  Roseville, CA 95661
  916.662.0665 | brodgers@bpr-grp.com

- **Response Times:** BPR staff will respond to requests for services and project questions from City staff within one business day.
- **Electronic document review:** BPR staff will perform plan check reviews on the City's electronic document review system (DigEplan), and will status our work in Accela in accordance with City instructions.
- **Communication with Applicants:** BPR staff understand the importance of professional, respectful communications. We understand that we represent the City to applicants while conducting our work. Our team will communicate directly with applicants and other applicable City and County departments through the plan review and/or inspection process.
- **City's permitting system:** BPR staff will update workflow status and enter review charges in the City's Accela permitting system. Approved hourly charges will be entered into Accela for City review and approval prior to updating workflow status.
- **Plan review timeframes:** BPR is committed to completing plan review services within a timeframe that meets or exceeds the City's requirements. As described in the City's RFP, we understand the first review is to be performed within 13 business days and any subsequent review (resubmittal, revision or deferred

submittal) within 8 business days. If for any reason we aren unable to meet the designated timeframes, we will notify the applicant and the City of when to expect completion.

- **Expedited plan review:** Upon notification of the need for expedited plan review, BPR will confirm our ability to provide the expedited services and establish a schedule with the applicant, while conveying that information to the City. As outlined in the RFP, we understand the first review is to be performed within 6 business days and any subsequent review (resubmittals), within 6 business days.
- **Third-party plan review services:** BPR is ready and able to provide third-party plan review services upon request from the City.
- **Field inspection services:** We have proposed a team of building inspectors who are able to provide comprehensive building inspection services on an as-needed basis.
- **Weekly Status Reports:** We will provide the City with weekly status reports on call City plan review projects in progress.
- **Availability to meet with City staff:** BPR project management and staff are always available to meet with City staff, either in-person or virtually, on an as-needed basis and/or on a regularly scheduled basis. Our team will attend quarterly coordination meeting at the City's Civic Center as requested at no additional charge to the City. Our staff will also attend intermittent, project-specific meetings at the City of Roseville Civic Center at the request of the City.
- **Minimum Qualifications:** BPR project staff will meet or exceed the City's minimum qualifications for each service type. The staff we have proposed to provide these services are either registered design professionals or hold current ICC certifications in the disciplines for which they are proposed. Updated resumes for staff members and a updated organizational chart will be provided to the City on an annual basis as requested.
- **Plan Review Consultants Standards:** BPR staff will follow the the City's Plan Review Consultant Standards, Policy number 1.6 as showin in Attachement F of the RFP, when providing plan review services for the City of Roseville.
- **Applicable Codes:** BPR staff will review plans and/or inspect for compliance with California Building Code (CBC), California Residential Code (CRC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical Code (CEC), California Energy Code (CEC Part 6 of the California Building Standards Code), California Green Building Standards Code (CGBSC), California Fire Code (CFC), applicable municipal codes and standards as adopted and amended by the City of Roseville.
- **Plan Review / Inspection Approval:** BPR plans examiners will not recommend plan review approval to the City until all code compliance issues are resolved and all City requirements for permit issuance are satisfied. Similiarly, BPR inspectors will not recommend inspection approval to the City until all code compliance issues are resolved.
- **Plan Review Services:** BPR will perform services, including complete plan review, administration and transportation of documents to and from the City Permit Center within the aggeed upon time frames established by the City.
- **BPR Staff:** BPR will furnish assigned staff with all necessary materials, resources and training to provide plan review and/or inspection services to the City. All staff assigned to provide services to the City will be

professionally qualified to plan review and/or inspection services. Our staff will posses the following minimum qualifications:

1. ICC Plans Examiner Certification
2. ICC Building Inspection Certification
3. Professional Architect or Engineering License
4. CASp Certification
5. A valid California Driver's License

- **Invoicing:** BPR will provide monthly invoices that are itemized by technical discipline and will match charges identified in the City's permitting system. BPR will notify the City if the charges deviate from amounts specified in the City's permitting system prior to the time of approval.
- **Additional Consulting Services:** BPR is prepared to provide miscellaneous technical consulting that falls outside the scope of services at the City's request on an as-needed basis. Such services will be provided at an agreed-upon hourly rate. See Section F for additional information.
- **Issues or Challenges:** BPR has not identified any issues or challenges that would prevent the achievement of the City's stated goals.
- **Unique Approaches and Strengths:** All of our staff maintain appropriate certifications or professional licenses for the services they provide. We ensure our staff is properly trained and require ongoing training for our staff equal or greater than that required by California Health and Safety Code Section 18949.29. We continually encourage our staff to obtain additional certifications and support ongoing training and education for our staff.
- **Code Quiz:** BPR's proposed Principal-in-Charge, Ron Beehler, has authored the well-received monthly Code Quiz for over eight years for multiple California ICC Chapters. The Code Quiz has become an education component of monthly ICC Chapter meetings throughout California. BPR is now the sponsor of the Code Quiz and uses the quiz as an internal training element for our staff. Current year Code Quizzes may be found on our website, http://www.bpr-grp.com/code-quiz.

We propose to provide the City the with the following:

- **Customer service.** Our founders and the staff working under their direction have always provided high levels of customer service to the City and its customers. BPR Consulting Group commits to continue this high level of service.
- **Budget-conscious approach and implementation.** Our services are provided in a cost-effective manner and will be adjusted to remain within the City's budget constraints. We will monitor and evaluate our areas of responsibility and make recommendations for additional cost savings to the City where possible.
- **Tailored, City-specific services.** We deliver skilled and thorough plan review and inspection services for assurance of compliance with the City's adopted codes and ordinances. The City can expect a high-level of technical assistance to architects, engineers, contractors and most importantly homeowners. Our staff of experienced engineers, architects and inspectors possess the ability to provide code assistance through the plan checking and inspection process to help your community develop cost-effective projects that comply with the City's Municipal Code and the California Building Standards Codes.

- **Timely turnaround service.** BPR staff is committed to meeting or exceeding our proposed turnaround times, and has a demonstrated history of doing so.
- **Effective coordination with other City Departments.** We have a history of promoting collaboration and coordination with all project stakeholders, whether internal departments or external design teams/applicants, etc.
- **A wealth of code knowledge and building industry experience.** Our staff is licensed and certified, and collectively possess nearly 200 years of experience in the building safety industry.
- **Ability to adjust service levels to meet your needs.** We are skilled at assessing time commitments, developing accurate work plans, and applying dedicated, professional personnel. We have the ability to scale our staffing to suit City's workload.
- **Local presence and attention to the City of Roseville.** We are locally-owned and operated. Our local presence and availability ensures a consistent level of service and the ability to respond immediately to the needs of the City of Roseville.



SERVICE PLAN

We understand that the Building Division of the City of Roseville desires to contract with a professional consultant to provide building plan review and inspection services for a broad range of projects, from residential to commercial projects. These services include a thorough review of building plans/construction documents to ensure compliance with City Municipal Code and State of California Building Standard Code requirements, as well as thorough field inspections to ensure conformance with the approved plans and applicable codes. BPR Consulting Group has the experience and the qualifications to provide these services. Staff proposed to provide the requested services are experienced, qualified and appropriately licensed; details can be found in ***Tab C*** of this proposal. We will not be utilizing any sub-consultants to provide the requested services.

QUALITY CONTROL AND QUALITY ASSURANCE

Upon award of a contract, our proposed Project Manager will schedule a meeting with the City's representative to familiarize the team with the City's plan review and inspection requests and performance processes, methods and style. BPR's staff of inspectors are experienced in working with multiple jurisdictions, learning and adjusting quickly so that they become an extension of your staff. We utilize a comprehensive "New Client Checklist" that documents specific requirements of each community we serve. Upon selection and before commencement of services, we schedule a meeting with our new clients to review specific inspections requirements and systems utilized by your building department so our services can be integrated in a seamless manner.

BPR will select appropriately qualified, customer-focused inspectors with applicable experience and specific code knowledge based on the types of projects assigned for inspection and the level of inspector being requested. All BPR inspectors are ICC certified, with many maintaining CASp certification. In addition, BPR employs OSHPD certified inspectors available for inspection of OSHPD designated facilities. Qualified inspectors with the appropriate experience, certifications and proficiency will be assigned as appropriate. Qualified inspectors with appropriate knowledge and experience with residential and commercial buildings of all construction types will be assigned as appropriate.

Assigned staff will perform assigned inspections to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building codes. When necessary for large or fast-track projects, multiple inspectors are available.

Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green, and Fire Codes. Projects will also be inspected for conformance with the accessibility, noise and energy conservation requirements as mandated by the State of California's Title 24, applicable ordinances and NPDES requirements as assigned. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and

help resolve issues quickly and efficiently. As necessary, inspectors will perform follow-up inspections to verify correction notices. Our inspection staff easily integrate into client organizations, consistently implementing policies and procedures and remaining transparent to the jurisdiction's applicants and customers.

We understand that personality and customer service is crucial to on-the-job success, therefore, we will select building inspectors who are customer service-oriented and skilled in dealing with people both at the public counter and in the field. All building inspection personnel assigned will be ICC certified as required and have the knowledge and ability to update the City's permitting database on a daily basis with inspection results.



Utilizing well qualified and experienced building and fire inspectors reduces the potential for critical code related items not being thoroughly verified during the inspection process. Late calls on critical code related issues or identification of deviations from the approved plans late in the inspection process can result in avoidable project delays. We meet with our inspection team on a weekly basis to discuss inspection-related code provisions and more importantly, inspection issues that can become problematic. We believe that through utilization of experienced, well-qualified inspection staff, and providing ongoing training for our inspection staff many common inspection-related issues can be avoided. BPR's experienced and well qualified ICC/CASp certified inspectors have performed building and fire inspection services on a wide variety of construction projects including master planned developments, single-family production, custom homes, commercial, manufacturing, institutional, assembly, essential service, industrial projects, and historically designated buildings. BPR's inspectors will inspect projects to verify conformance with approved project drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for size, setbacks, heights, and other applicable requirements. At the completion of inspections, BPR's inspectors will accurately update database information and complete necessary forms and documents as required to provide seamless service.

BPR will utilize appropriately qualified inspectors with applicable experience and specific code knowledge based on the types of projects assigned for inspection. Inspection personnel will have the ability to read, understand and interpret construction plans, truss drawings and calculations, fire sprinkler plans, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, permit applicants, homeowners and agency staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building and fire standards.

Maximum Proposed Turnaround Times for Building Plan Check

We are committed to meeting or exceeding the City's required plan check timeframes. We consistently complete plan reviews within required timeframes for both commercial and residential projects as our standard business practice. We strive to accommodate any turnaround schedule desired by the City. Multi-disciplinary plan reviews are typically performed in our offices, but we are available for onsite work when required, upon the City's request.

We propose the following turn-around times for initial checks and re-checks:

Project Type	Maximum Turn-Around Time (Business Days)	
	Initial Submittal	Backcheck Reviews
Residential (Single Family)		
New Construction	10	5
Addition	10	5
Remodel	10	5
Residential Solar	3	3
Non-Residential		
New Construction	10	5
Addition	10	5
Remodel, Tenant Improvement	10	5
Large, Complex Commercial or Residential Multi-Family Projects	Turnaround times negotiated on a project-by-project basis	

Expedited plan review will be provided within the six (6) working day time frames established by the City of Roseville.



EXHIBIT “B”

COST PROPOSAL

Building and Fire Plan Review – Fees

For building and fire plan review services, we agree to the City's proposed breakdown of costs as follows:

Package A: **Complete commercial plan review for private development projects** including CBC, CMC, CPC, CEC, CEC Part 6 of the California Building Standards Code, CGBSC, and CFC, applicable Roseville Municipal Code and Roseville Fire Department Standards. Cost is to be ***65 percent of the plan review fee paid to the City*** for each project. This fee shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in *Package E*.

Package B: **Complete commercial plan review for City projects** including CBC, CMC, CPC, CEC, CEC Part 6 of the California Building Standards Code, CGBSC, and CFC, applicable Roseville Municipal Code, Roseville Fire Department Standards, and Americans with Disabilities Act (ADA). Cost is to be ***65 percent of the plan review fee paid to the City*** for each project. This fee shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in *Package E*.

Package C: **Complete residential plan review** including CBC and/or CRC, CMC, CPC, CBC, CEC Part 6 of the California Building Standards Code, CGBSC, CFC (California Building Standards Commission), applicable Roseville Municipal Code and Roseville Fire Department Standards. Cost is to be ***75 percent of the plan review fee paid to the City*** for each project. This fee shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in *Package E*.

Package D: **Complete commercial fire system plan review** including CFC, applicable Roseville Municipal Code and Roseville Fire Department Standards. Cost is to be ***65 percent of the plan review fee paid to the City*** for each project. This fee shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in *Package E*.

Package E: **Additional plan review services**, including revisions and deferred submittals, shall be provided at a ***rate of $150/hour***.

Package F: **Expedited plan review** of the tasks outlined above. For **Package A**, **Package B**, **Package C** and **Package D**, cost is to be ***the percentage of the plan check fee paid to the City as designated in the applicable package and $150/hour***. For **Package E**, cost is to be ***$225/hour***.

Other:

For special projects, projects that are out-of-the-ordinary and require special considerations, miscellaneous technical consultation serviced, or long-term in-house support services, we propose to negotiate a mutually

agreeable fee based on the specific project, considering the special circumstances involved and the experience of the staff required to provide the requested services.

Notes:

- BPR will not charge for mileage, shipping costs or courier fees for plan pick-up and delivery.
- Per City approval, cost for partial reviews such as structural-only, foundation-only, electrical-only, preliminary reviews, etc., will be the hourly rate specified in *Package E*.
- Review of deferred submittals (defined by CBC 107.3.4.2) submitted after a project has been approved will be billed using the hourly rate specified in *Package E*.
- Review of revisions to previously approved drawings will be billed using the hourly rate specified in *Package E*.
- In the event submittal documents are deemed incomplete or changed so as to require more than three (3) plan review iterations, additional plan reviews ***may*** be billed using the hourly rate specified in Package E, ***with prior approval from the City***.

Building Inspection – Fees

For building inspection services, we will bill for services at the hourly rates shown in the Schedule of Hourly Billing Rates included below. Building inspectors will be assigned based on experience relative to the complexity and specific requirements for the inspections to be performed.



SCHEDULE OF HOURLY BILLING RATES

The hourly billing rates shown below will be applied to building plan review, inspection services and additional services outside the scope-of-work specifically requested by the City and detailed above. These rates will remain unchanged through the initial term of the contract. In the event of a contract extension, we would appreciate the opportunity to revisit these rates to reflect appropriate cost-of-living-adjustments (COLA).

SCHEDULE OF HOURLY BILLING RATES	
Licensed Plan Review Engineer or Architect (structural, civil, electrical, mechanical, fire protection)	$150
Engineering Plans Examiner	150
ICC Certified Plans Examiner	150
CASp Plans Examiner	150
CASp Inspector	145
ICC Certified Inspector	95 to 120*
ICC Fire Plans Examiner	150
ICC Fire Inspector	125
Plan Intake Coordinator	100
Permit Technician	80
Permit Technician Trainee/ Building Department Support Staff	55

*Depending on qualifications and experience

- **Overtime:** Inspection services and other hourly services provided within City offices in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Mileage Expenses**: Mileage utilized while performing inspection services will be charged at the current Internal Revenue Service (IRS) vehicle mileage rates plus 20%.
- **Minimum Daily Charge**: There will be a minimum 8-hour daily charge for all on-call plan review, inspection, permit technician and support services provided within City offices.
- **Cost Escalation:** On each anniversary of the contract start date, BPR may increase hourly rates based on the change of the non-seasonally adjusted CPI for the applicable region, not to exceed 3% annually.
- **Hourly Rates:** All hourly rates include salaries, benefits, workers compensation insurance and miscellaneous office expenses.

RESOLUTION NO. 26-212

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BUREAU VERITAS NORTH AMERICA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an On-Call Professional Services Agreement for Building Plan Review and Inspection Services, by and between the City of Roseville and Bureau Veritas North America, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Building Plan Review and Inspection Services

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Bureau Veritas North America, Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 06-0009 for professional services consisting of on-call building plan review and inspection services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated March 24, 2026, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional building plan review and inspection services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2027. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed seven hundred fifty thousand dollars ($750,000) for the initial term. Total compensation for optional renewal years of this Agreement shall not exceed seven hundred fifty thousand dollars ($750,000). Total compensation for the initial term and all optional renewal years shall not exceed three million, seven hundred fifty thousand dollars ($3,750,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

12. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

13. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

14. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or

similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

16. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

18. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this

Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

19. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

23. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Development Services Department Attn: Mike Isom 311 Vernon Street Roseville, CA 95678	Bureau Veritas North America, Inc. Attn: Craig Baptista 180 Promenade Circle, Suite 150 Sacramento, CA 95834

Either party may amend its address for notice by giving notice to the other party in writing.

24. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Mike Isom Digitally signed by Mike Isom Date: 2026.05.20 15:58:43 -07'00'
MIKE ISOM
Development Services Director

BUREAU VERITAS NORTH AMERICA, INC., a Delaware corporation

BY: Craig Baptista Digitally signed by Craig Baptista DN: cn=Craig Baptista gn=Craig Baptista c=US United States l=US United States e=craig.baptista@bureauveritas.com Reason: Location: Date: 2026-05-18 13:59-07:00
its: Vice President

and

BY: Heather Bush Digitally signed by Heather Bush Date: 2026.05.18 16:50:21 -04'00'
its: Secretary and Vice President

EXHIBIT “A”



SERVICE UNDERSTANDING

BV understands that the City of Roseville is seeking consultants to provide Building Plan Review and Inspection Services. We are uniquely qualifed to provide these services to the City due to our our decade-long relationship, intimate knowledge of the City's needs and consistent and successful delivery of services.

We have provided plan review services to the City on multiple large projects, including 10 years of service on Westfield Galleria at Roseville, recently including a new bowling, cinema and amusement center tenant improvement. Other new projects include a 5-story Kaiser Medical Office Building & Pavilion, Main Street Plaza Apartments and Retail Offices, and Lifetime Fitness Center.

BV is currently providing building safety support at the Bosch Semiconductor facility.

BV maintains a robust staff and breadth of resources which allows us to expand or contract our services based on the needs of the City of Roseville.

BV is able to meet all of the requirements of the City's current RFP. We are in agreement to provide the following Scope of Services outlined in the RFP, including, but not limited to:

- Designate one individual as the responsible contact for communications between the City and Consultant.
- Respond to requests for service and project specific questions from City staff within one business day.
- Provide electronic plan check services using computer programs or platforms specified or deployed by the City, which may be modified from time to time at the City's discretion.
- Upon receiving the request for plan review service, proceed with electronic plan review of plan and construction documents through the assigned platforms designated by the City.
- Communicate directly with applicants and other applicable City and County departments through the plan review and/or inspection process.
- Upon request, evaluate and confirm or deny the ability to accommodate expedited plan review services, as outlined in the City's agreement for expedited plan review (Attachment E).
- Upon request, have the ability to accommodate third party plan review services, as outlined in the City's agreement for third party review (Attachment F). Compensation shall be negotiated for this service, as needed.
- Upon request, have the ability to provide field inspection services. Compensation to be negotiated for this service as needed. Provide range of hourly rates for this service.
- Provide a weekly status report on all City plan review projects in progress.
- Attend quarterly coordination meetings at the City of Roseville civic center at no additional cost to the City.
- Attend intermittent, project-specific meetings at the City of Roseville civic center.
- On an annual basis, provide an updated organizational chart and resume for each staff member, and designate a responsible contact person assigned to respond to requests for the City.
- Follow the City's Plan Review Consultant Standards, Policy number 1.6.

- BV shall review plans and/or inspect for compliance with California Building Code (CBC), California Residential Code (CRC), California Mechanical Code (CMC), California
- Plumbing Code (CPC), California Electrical Code (CEC), California Energy Code (CEC Part 6 of the California Building Standards Code), California Green Building Standards Code (CGBSC), California Fire Code (CFC), applicable municipal codes and standards as adopted and amended by the City of Roseville.
- BV shall not recommend plan review approval to the City until all code compliance issues are resolved and all City requirements for permit issuance are satisfied. BV shall not recommend inspection approval to the City until all code compliance issues are resolved. BV shall contact the City if there are any questions.
- BV shall perform services, including complete plan review, administration and, if applicable, transportation of documents to and from the Permit Center, within appropriate timeframes established by the City. First review is to be performed within 13 business days and any subsequent review (resubmittal, revision or deferred submittal) within 8 business days. In the event that BV cannot perform these services within the designated timeframes, BV shall notify the applicant and the City of when to expect completion.
- BV shall perform expedited services, including complete plan review, administration and, if applicable, transportation of documents to and from the Permit Center, within appropriate timeframes established by the City. First review is to be performed within 6 business days and any subsequent review (resubmittals), within 6 business days. In the event that BV cannot perform these services within the designated timeframes, BV shall notify the applicant and the City of when to expect completion.
- BV shall furnish assigned personnel with all necessary materials, resources and training to provide plan review and/or inspection services for the City. BV shall assign personnel who are professionally qualified to perform plan review and/or inspection services. BV shall possess the following minimum qualifications:
  - » ICC Plans Examiner Certification
  - » ICC Building Inspector Certification or equivalent
  - » Professional Architect or Engineer License
  - » CASp Certification
  - » Valid California driver's license
- BV shall be granted access to the City's electronic document review system (DigEplan) to perform plan check reviews.
- BV shall be granted access to the City's permitting system (Accela) to update workflow status and submit review charges.
- BV shall upload all charges assessed at an hourly rate to the City's permitting system prior to updating workflow status and approval.
- BV will notify the City immediately if charges deviate from amounts specified in the City's permitting system at time of approval. This information must be emailed to Buildingdevelopmenttechs@roseville.ca.us within 2 business days of the date of approval.
- The invoices shall be itemized by technical discipline for auditing purposes.
- Invoices shall be emailed to DSAccounting@roseville.ca.us monthly. The monthly invoices shall match charges identified in the City's permitting system. Should a discrepancy occur, and the City was not notified of the deviation via email within 2 business days of the date of approval, the City will not approve the additional charges.
- BV will email monthly statements to Buildingdevelopmenttechs@roseville.ca.us to ensure invoices are being received and paid in a timely manner.
- BV shall agree to provide miscellaneous technical consulting to the City on an as-needed basis at mutually agreed upon hourly rates.

BV team members are familiar and proficient in the use of the City of Roseville's digital plan review platform, **DigEplan**. In collaboration with your team, we are well positioned seamlessly continue to meet your plan review needs with the use of this platform.



BUREAU VERITAS 180 Promenade Circle, Suite 150, Sacramento, CA 95834
P. 916.725.4200 | **F.** 916.725.8242 | www.bvna.com

BUILDING PLAN CHECK SERVICES

BV has the capacity to provide the following plan review, inspections and permitting services to the City of Roseville:

- Architectural plans examination
- Structural plans structural calculations and engineering reports examination for compliance
- OSHPD and Commercial Modular ("Commercial Coach") Site and Foundation reviews
- OSHPAD III reviews for Healthcare facilities
- Mechanical, electrical, and plumbing code (MEP) plans examination
- Review and approval of alternate materials, alternative design and methods of construction
- Energy code plans examination
- Accessibility requirements including:
  - » Barrier free plans examination requirements
  - » Disabled access
  - » CASp
  - » ADA
- Green Building and LEED consulting including:
  - » LEED submittal consultation
  - » Green building consulting including CAL Green
  - » ENERGY STAR verification
  - » Energy efficiency audits
- Solar
- Civil Plans Examination including:
  - » Soils, grading and drainage
  - » NPDES/SWPPP
  - » Development
  - » Infrastructure
  - » Water and wastewater
  - » Sewer
- Fire, life & safety plan reviews including:
  - » Fire sprinkler/fire alarm
  - » Smoke detection and dampers
  - » Underground fire systems

Architectural Review

BV blends the knowledge of local conditions with a large pool of California licensed or certified building safety experts equipped to handle all building department needs. The firm is able to tailor its solutions specific to the City as a result of having provided plan review, inspection services, specialty reviews, and municipal administrative support for over 50 years.

Structural Review

BV is uniquely qualified and experienced in structural review and inspection. The firm has plan review and inspection personnel which have specialized experience with multi-family residential, hotels, resorts, retail, commercial, industrial, high-tech facilities, etc. BV has several experienced structural engineers on staff who are immediately available to tackle the City's most complex projects. BV can provide a complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the California Building Code structural provisions.

Mechanical Review

The California Building Code is supported by ancillary codes such as the California Mechanical Code and any others specifically designated and adopted by the City. BV's staff includes licensed and certified mechanical engineers and inspectors who have the knowledge, training, and experience necessary to review plans for compliance with these codes. Firm staff, who are available immediately to the City, have reviewed heating, cooling, distribution and return air systems, hoods, and product conveyance system plans for a variety of projects including single family residential, multi-family residential, custom homes, resorts, and hotels.

Electrical Review

Electrical review and inspection to verify energy compliance is included in all projects in accordance with mandates from the applicable energy standards for non-residential construction. The firm has licensed and certified electrical engineers and inspectors with extensive plan review and inspection experience which have reviewed service installation, transformers, emergency power, panel distribution, single line diagrams, power, and lighting system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

Plumbing Review

The California Building Code is supported by ancillary codes such as the California Plumbing Code and any others specifically designated and adopted by the City. BV's staff has the knowledge, training, and experience necessary to review plans and inspect construction for compliance with these codes. The firm has licensed and certified mechanical engineers on staff to assist with plumbing reviews when needed. Firm staff have reviewed fuel gas, medical gas, potable and non-potable water piping and waste piping systems, and rainwater system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

CASp / Disabled Access Review

BV has CASp certified individuals who are able to respond to the needs of the City quickly. The firm currently provides CASp certified individuals to jurisdictions throughout California to meet the requirements of SB 1608. Additionally, the team includes ICC Certified accessibility plans examiners and inspectors who routinely conduct accessibility reviews of

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projects throughout the state from minor restroom upgrades to significant ADA compliance improvements.

Green Building Review

BV has plan review engineers, plans examiners, and inspectors who are well versed and experienced with energy code compliance. Firm staff have been involved at various levels of energy code development in California and are certified to review and inspect for energy codes. BV staff have reviewed plans, and inspected projects, which incorporate new technology, and complex energy code compliance. The firm has staff available to the City who are CAL Green Certified.

Civil Engineering Review

BV's professional staff will familiarize themselves with all city, state, and federal requirements applicable to the project before beginning a review. Requirements for civil infrastructure originate from multiple sources including statutory requirements, local ordinances and design guidelines, federal requirements including ADA and NPDES, state requirements, and the requirements of any affected utilities, districts, or agencies.

Civil infrastructure and site plans are reviewed for conformance to the following quality standards:

- Greenbook
- Geotechnical report recommendations
- Conditions of approval of the use permit or tentative map
- Municipal code and local ordinances
- Jurisdiction's design guidelines and standard plans and specifications
- ADA and Title 24 accessibility standards
- NPDES C.3 requirements when applicable
- Environmental mitigation requirements
- Requirements of affected outside agencies and utility districts

Fire Plan Review

BV staff have the capacity to consult closely with the local Fire Department Chief or their designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. The firm's proposed fire plan check engineers have specific experience working with multiple types of facilities to ensure compliance with applicable codes, standards, and amendments, including CFC, CBC, the Adopted National Fire Protection Standards, the California Health and Safety Codes, CSFM, and U.L. BV's experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures. BV has reviewed hundreds of projects for fire safety components, including NFPA 13, NFPA. 72, and NFPA 101, among others.

BUILDING INSPECTION SERVICES OVERVIEW

In addition to the requested necessary deliverables outlined in the City of Roseville's RFQ, (pre-construction meetings, phone calls, photo uploads, My Government Online (MGO), etc.), BV inspectors are ICC certified and have extensive experience in the construction trades as well. BV inspectors are certified, at minimum, as either a Combination Residential Building Inspector or Combination Commercial Building Inspector. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, the firm's inspection team keeps daily logs to track corrections and plan review changes.

Inspector of Record

Bureau Veritas brings unparalleled expertise in serving as Inspector of Record (IOR) for building construction projects throughout California and the West Coast. BV's team of ICC-certified inspectors ensures rigorous code compliance against adopted California Building Codes, approved construction drawings, and project-specific documentation including RFIs, revisions, and shop drawings. Our inspectors are trained in comprehensive quality assurance protocols, maintain detailed daily logs, photographs, and inspection records, and coordinate seamlessly with project teams—from pre-construction meetings through final occupancy—to verify that all work conforms to approved plans and applicable regulations. Whether conducting routine inspections, special inspections (CASp accessibility, fire protection systems, or structural work), or managing complex multi-phase construction sequences, BV's IOR services provide jurisdictions with the technical rigor, responsiveness, and documentation integrity necessary to protect public safety and maintain regulatory compliance throughout the construction lifecycle.

Inspections Approach

The BV team has a two-step approach to ensuring the delivery of high quality services. BV is subject to regular controls and audits by authorities and accreditation bodies to ensure that its procedures, the qualifications of its personnel and its management systems comply with the applicable standards, norms, references or regulations. To maintain the accreditations and certifications, quality assurance methods are built into every function of our service. Quality assurance is achieved through a number of systems and tools.

- Service goals for timeliness, quality and professionalism are defined and tracked
- Training and education is required
- Random audits are performed
- Documented procedures are accessible, monitored, and updated

Fire Inspections (optional/available)

BV can place an experienced fire inspector for a single project or to augment existing staff to cover staff vacations and other leaves of absence. We can even provide all fire inspection on a daily basis. Systems and components we inspect include (but are not limited to):

- Fire sprinklers, including systems beginning at property line, as directed
- Fire pumps
- Fire alarm systems
- Automatic suppression systems, including Halon, FM200, and CO2
- Hoods
- Duct extinguishing systems
- Exits
- Emergency lighting
- Voice evacuation systems
- Fire permit inspections

PLAN REVIEW PROCESS & METHODOLOGY

Our team becomes familiar with the requirements of a public agency before beginning a review and continually monitors trends and legislation in order to advise the City on ordinances and standard practices to consider for adoption. BV has extensive public sector experience, which assures that public interests are fully protected. We understand that careful consideration of issues and impacts are needed in addition to technical expertise. We have devoted a great deal of time over the years to refining our approach and developing documentation to assist our clients and train our personnel to ensure highly efficient plan review procedures.

BV will work to ensure that submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into our ProTrack database, processed and returned on time to the client.

Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this we:

- **Screen and log each application** to assure that they are routed to all plan reviewers in a timely manner.
- **Submittals are reviewed for compliance** with all construction codes, local ordinances and state laws. Interpret code requirements for members of the public and City employees. The log serves as a tracking device to assure turnaround times and completeness of the review.
- **Plan reviews will be done in accordance** with local, state and federal regulations with which local jurisdictions are mandated to enforce as well as all codes and ordinances in effect by adoption at the time of plan review. Preliminary consultations will be provided to the applicant upon request, to assist and guide them in the design and plans preparation process.
- **Information shown on each permit application is verified**. Construction valuation is based on information provided by the City of Roseville and compared to estimates provided by the applicant.
- **Provide a thorough architectural and structural review** of design drawings and details for compliance with the California Building Code architectural provisions, including provisions for safety glazing, building security and noise insulation performance standards, to name a few. These reviews can also be performed on revisions to plans which have previously been approved for permit issuance.
- Preparation of a **review letter report.**
- **Plan review management.**
- **BV assures that corrections are handled as quickly and as clearly as possible.** Our goal is to help the applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.
- **Weekly, Quarterly** (and/or other requested dates) status reports and/or coordination meeting times will be made available. (Templates/samples available upon request).
- **Adherence** to City of Roseville's Policy 1.6 Manual of Policies and Procedures (dated 05-05-11). BV team members are or will familiarize themselves with the requirements within Policy 1.6.

BV assures that corrections are handled as quickly and as clearly as possible. Our goal is to help the applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

Generally, corrections are identified in two ways. Notes are made on plans during electronic review or on hard copy plans if appropriate, and a correction sheet is generated, detailing what items need to be addressed before plans can be approved. The City shall approve the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at least the following:

- The date(s) plans were received and reviewed
- The date(s) the applicant was notified of completed plan reviews
- The name and telephone number of the applicant

During the plan review process, BV is prepared to meet with the applicant or architect/engineer, City employees or consultants at any time. Telephone discussions or meetings

at project sites are welcomed to assure that any plan review issues are handled efficiently. BV staff will investigate, resolve and respond to complaints, as assigned. Make referrals to appropriate departments and/or staff. We propose to meet at the offices of the building and safety division or at a particular project site. Our goal is to issue approved plans as quickly as possible but in full compliance with laws, codes, ordinances and regulations. Upon completion of the plan review, the following information package is prepared and logged as a minimum:

- ✓ Pick-up of plans to be reviewed
- ✓ Completed plan check documents including sign-offs
- ✓ Transmittal letter documenting any conditions associated with issuance of a permit, if any
- ✓ Marked up plan review documents
- ✓ Two sets of approved building plans
- ✓ Backup documents and reports
- ✓ Documents provided in desired City format
- ✓ Be available within one (1) business day to respond to questions from the City

BV assumes responsibility for the pickup and return of plans via courier/FedEx and/or other requested methods, should the City request. All plans shall be picked up from the City offices within 24 hours of notification. Should the volume of work be sufficient, we propose to establish regular pick up of plans on a consistent basis. We will also utilize shipping courier, at no additional cost to the City. Upon completion of each plan review, we will forward a copy of the correction list to both the City and the applicant, by email. When corrected plans are resubmitted, the previous procedure will be followed or the applicant may schedule an office visit to go over any corrections in person. When plans are completed they are stamped, signed and forwarded by BV personnel. Our transmittal forms will be customized for the City of Roseville.

Accurate, Timely, and Responsive Plan Reviews

BV's plan check process highlights the tools and techniques the firm will employ to deliver quality, accurate, timely, and responsive plan reviews:

- Reliable and Responsive Service: BV's Project Manager, through the firm's **CARE** plan review and processing program, proactive communication, proven project management tools, and best practices will anticipate the City's needs and quickly respond with accurate and detailed information every step of the way. The firm is available to meet with the City at its convenience to discuss procedures and projects to maintain momentum and schedule.
- Efficiently Meet Turnaround Review Schedule and Maintain Development Momentum: A premium will be placed on BV staff's already well-grounded knowledge of the City's processes and requirements to pro-actively facilitate communication and processing. The firm will work to ensure proven quality assurance and schedule control measures are implemented.
- Maintain Accuracy and Cost Savings Through Proven Processes and Continuity: BV is able to provide integrated, standardized processes and innovative digital, web-based solutions at no additional cost. Utilized by seasoned staff members who have worked successfully on plan check projects, this helps ensure reviews are consistent, thorough, accurate, and done right the first time. The firm is able to customize its approach for the City based on its needs in order to deliver solutions with positive results.
- Customized Check Lists and Tracking Logs: A key to maintaining close communication is the ability to give the stakeholders (including elected officials, City staff, businesses, property owners, and other members of the public) status updates on where projects are in the review process. BV will utilize customized check lists and tracking logs for the City according to its needs to ensure the successful delivery of services.

Electronic Plan Review

BV provides an alternative solution to traditional plan checking. By utilizing electronic plan submittal and commenting, our plan reviewers can quickly and accurately review plans for compliance with applicable codes; this allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. In this way, electronic plans with comments can be viewed and discussed with tenant, designer, and plans examiner as needed to resolve issues quickly and efficiently.

The proposed personnel have extensive experience using many commonly used platforms such as **DigEplan** (Roseville's current provider), Energov, Bluebeam & ProjectDox, e-PlanSoft, Energov, iWorq, Central Square, and Cityworks, etc.

As part of this process, plans are first submitted as PDF files via a secure and confidential FTP site in which the client also has access. Our staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions.

Next, redlined plans with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans can then be revised and resubmitted via the same method described. Once all items are resolved, hard copy plans are sent to BV for approval stamps and signatures. Finally, these stamped and signed approved drawings are sent to the jurisdiction for permitting.

Benefits of Electronic Plan Review to the City

- A paperless solution – available anytime, anywhere

- A web-based tool accessible by customers, applicants and employees
- Improved project management and communication
- Delivers online reports and other data as required by the project
- Simplifies administrative procedures and streamlines communications
- No expensive hardware / software requirements or extensive training

PERMIT TECHNICIAN SERVICES

BV staff will work with the jurisdiction staff to seamlessly staff the public counter, issue counter permits, answer plan review or inspection questions, and assist the public with a high level of customer service. Our staff will be trained and proficient in the policies, procedures, and administrative and technical regulations of the jurisdiction. All staff members are familiar with various software systems and are able to answer questions pertaining to inspections, plan approvals, business license approvals, and certificates of occupancy

Permit technician services may include:

- Interfacing with the public, internal staff, and related departments
- Review of permit applications for completeness
- Acceptance and routing of plans
- Calculation and/or fee collection
- Issuance of permits
- Review and issuance of counter permits, when authorized
- Maintenance of permit records
- Use of jurisdiction permitting programs and/or software, where applicable (the City's current provider, **Accela**)

QUALITY ASSURANCE PROGRAM

BV associates all share the responsibility for continual improvement of the firm's quality management process and believe the program, supported by the BV business model and its code of ethics, will ensure the continual delivery of high quality products and services to the City of Roseville. In doing so, the firm will establish itself as the City's preferred supplier in conformity assessment and certification services in the fields of quality assurance, health and safety, environment, and social responsibility (QHSE).

BV's quality management system provides the framework for continual improvement of its internal management processes and resources which will in turn add value for the City through the services offered and delivered. In addition, our quality management system gives the company and the City the confidence that the provision of services and products will be delivered consistently to predetermined high standards worldwide.

Budget Controls and Billing Related Quality Assurance - FLEX

Budget control is achieved by closely monitoring work assignment labor and direct expenses. Work reports must be completed by each individual and the labor hours must be approved by the project manager before being charged to The City. Similarly, expense reports and other direct expenses must be approved by the project manager prior to entering into the cost data system.

To ensure optimal administration of the main functionalities of contract management and the facilitation of billing related quality assurance, BV utilizes FLEX, a software developed by J.D. Edwards World Solution Company. FLEX is a reference repository which is comprised of all billing and contractual information (invoices, work assignments, expenses, labor reports, project reports, etc.). This state of the art system assists BV in implementing and maintaining a number of budget and cost control processes which:

- Ensures data integrity and allows for a flexible and secure billing process
- Enhances billing efficiency and productivity
- Minimizes revenue leakage by monitoring its sources through control reports

FLEX ensures contract and budget control via standardized features and alignment of project information in real time. Additionally, the system is designed to promote contract follow up from project outset to closing, which helps to establish and maintain optimal communication.

Project Management and Schedule Controls - Quickbase Protrack

Work assignment schedules will be managed on several levels. The project manager will maintain regular contact with the City manager to communicate the project status and progress on deliverables. In addition, an internal schedule including critical milestones and deliverable due dates will be established prior to initiating the task work. This allows ample time for editorial and technical review, changes, and assurance in schedule compliance.

In order to efficiently and effectively track project workflow BV employs Protrack, a quality assurance software solution created by Quickbase. This custom-built program was developed specifically to meet the needs of the firm and enhance its project management capabilities in service to its clients. Protrack monitors numerous pieces of project data in real time including, but not limited to, project schedule status, active projects by office, project type, number of active projects per client, weekly number of new projects initiated, and much more. The program's dashboard allows users to generate reports which can provide an overall snapshot of BV's current activities or can be filtered to present precise

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details regarding a specific project or client. The crucial information monitored in Protrack not only aids in maintaining schedules and project turnaround times but also gives the firm the capacity to make decisive course corrections which ensure deliverables of the highest caliber and complete customer satisfaction. Furthermore, Protrack is designed to work collaboratively with BV's billing and invoicing software, FLEX, to enable the consistent completion of projects on-time and on-budget.

CARE Program – A Proven, Formalized & Integrated Plan Review Process

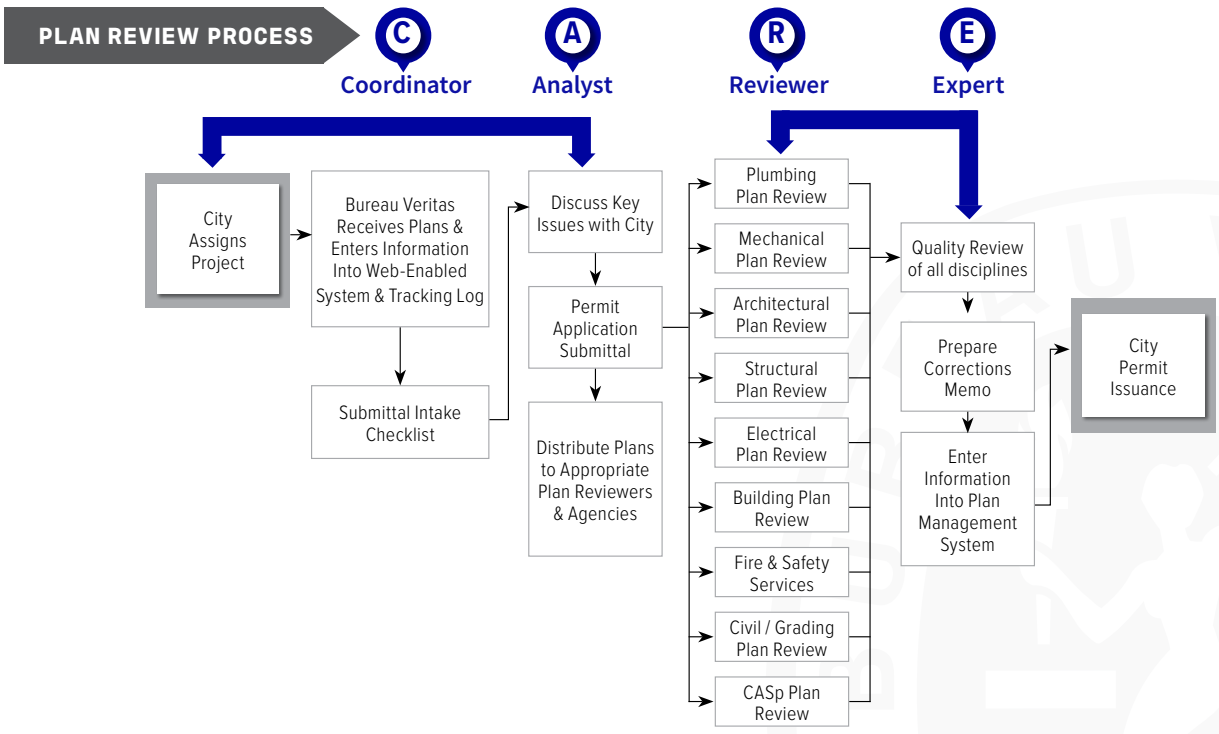
The plan review process we follow for efficient completion of concurrent task management is shown in the flowchart below and managed through our CARE Program, a formalized and integrated process whereby Coordination, Analytical, Review, and Expert management/quality control functions are consistently implemented on each and every project. We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent, and timely. This system's success is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff. The specific roles of each of our CARE elements include:

Coordinator: Our clerical personnel will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status. The Coordinator is the first line of contact for each project submittal.

Analyst: Our analysts will review submittals, title sheets, and non-design items; maintain files; monitor due dates; monitor contract budget and status tracking reports; and coordinate invoicing. Our analysts also maximize and "right place" personnel resources to meet turnaround times in a quality manner. When assigning resubmittals to staff, our Analyst ensures consistency by passing the project to the same reviewer that performed the previous reviews. Reassignments are done when unforeseen circumstances dictate.

Reviewer: Our experienced public works plan reviewers will routinely review agency standards, ordinances, guidelines, and checklists; create comments letters; coordinate project return with the coordinator; attend review meetings; and communicate questions/solutions to project stakeholders. Because of our depth of resources and project tools (checklists, corrections letters, etc), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.

Expert: Our experts will provide quality review of applicable plans, studies, and reports in accordance with all accepted engineering, Subdivision Map Act, and industry professional practices and shall comply with the applicable regulations; visit the client contact regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; and communicate questions/solutions to stakeholders. Our Experts provide the quality assurance reviews to each project which will minimize the number of resubmittals.



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5.7 TAB E: SERVICE PLAN

SERVICE LEVEL AGREEMENT

BV is able to meet the City of Roseville's requested service response times. These include but not limited to:

- One business day response commitment for answering emails, phone calls, requests, etc.
- Turnaround times assurance
- Field Inspections requests
- Escalation procedures for delays
- Document transportation logistics
- Immediate availability of staff due to BV's large pool of certified experts

PLAN REVIEW TURN AROUND TIMES

BV is able to meet the City of Roseville's needed turnaround times, including plan review activities on a fast-track basis.

Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, the firm can use electronic submittals, phased submittals, conference calling, and videoconferencing.

BV has established long-term partnerships with numerous agencies. The firm understands accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to its professional excellence is the fact it has provided services to many of its municipal clients since their incorporation and numerous others are either repeat clients or come from client referrals. Because of the firm's large pool of accessible resources it is able to assemble experienced personnel in order to help with project schedule recovery when necessary. BV's team will maintain efficient turnaround times on all reviews as a key measurement of its performance for plan review services. The schedule below is representative of the review times associated with the type of construction the City can anticipate.

Plan Review Turnaround Times*:	INITIAL REVIEW	RECHECK	EXPEDITED INITIAL REVIEW	EXPEDITED RECHECK
Residential				
New Construction: Single family dwelling	7 working days	5 working days	5 working days	3 working days
New Construction: Multi-Family/Apartments/ Condominiums (and most major projects)	10 working days	7 working days	7 working days	5 working days
Additions including 2-Story Additions/ Remodels/Pools-Spas (and minor projects)	7 working days	5 working days	5 working days	3 working days
Fire Sprinklers and Fire Alarms	10 working days	5 working days	5 working days	3 working days
Non-Residential				
New Construction/Large Tenant Improvement (and most complex/major projects)	10 working days	7 working days	7 working days	5 working days
Additions/Remodel/Minor Tenant Improvements (and minor projects)	10 working days	7 working days	7 working days	5 working days
Commercial Fire Sprinklers, Alarm, Detection and Suppression	10 working days	7 working days	7 working days	5 working days

*Extremely large and/or complex projects to be negotiated

INSPECTION TURN AROUND TIMES

- Perform all inspections on the following day after receiving inspection requests
- Weekend and emergency response type of inspections are available upon request

EXHIBIT “B”

5.8 TAB F: COST PROPOSAL

BV's pricing reflects our commitment to the success of the City of Roseville by helping you maintain significant quality and cost saving benefits. These include:

- ✓ Reduced plan review turnaround times and rapid responses to inspection requests
- ✓ Implementation of electronic plan review processes to help improve efficiency and control costs
- ✓ Commitment to maintain a proposed rate structure for the life of the initial contract period
- ✓ Highly qualified and licensed/certified staff
- ✓ Confidence of working with a well-established consultant in business since 1828

PLAN REVIEW COSTS PACKAGES	
Package A*	Package A- Complete commercial plan review for private development projects including CBC, CMC, CPC, CEC, CEC Part6 of the California Building Standards Code, CGBSC, and CFC, applicable Roseville Municipal Code and Roseville Fire Department Standards. Cost is to be 65 percent of the plan review fee paid to the City for each project. This percentage paid by the City shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in Package E.
Package B*	Package B- Complete commercial plan review for City projects including CBC, CMC, CPC, CEC, CEC Part6 of the California Building Standards Code, CGBSC, and CFC, applicable Roseville Municipal Code, Roseville Fire Department Standards, and Americans with Disabilities Act (ADA). Cost is to be 65 percent of the plan review fee paid to the City for each project. This percentage paid by the City shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in Package E.
Package C*	Package C- Complete residential plan review including CBC and/or CRC, CMC, CPC, CBC, CEC Part6 of the California Building Standards Code, CGBSC, CFC (California Building Standards Commission), applicable Roseville Municipal Code and Roseville Fire Department Standards. Cost is to be 75 percent of the plan review fee paid to the City for each project. This percentage paid by the City shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in Package E.
Package D*	Package D- Complete commercial fire system plan review including CFC, applicable Roseville Municipal Code and Roseville Fire Department Standards. Cost is to be 65 percent of the plan review fee paid to the City for each project. This percentage paid by the City shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in Package E.
Package E	Package E- Additional plan review services, including revisions and deferred submittals, at an hourly rate of $150/hour.
Package F	Package F- Expedited plan review of the tasks outlined above. For Package A, Package B, Package C, and Package D, cost is to be the percentage of the plan check fee paid to the City as designated in the applicable package and $150/hour. For Package E, cost is to be $225/hour
***BV is open to negotiating reduced plan review fees on large and/or complex projects based on City and Applicant needs**	

INSPECTION HOURLY RATES	
Inspection Personnel	**HOURLY BILLING RATE**
Senior Building Inspector	$110.00 - $125.00
Building Inspector II	$95.00 - $110.00
Fire Inspector	$125.00 - $140.00
Permit Technician	$65.00 - $80.00
Counter Technician / Administrative Support	$60.00 - $75.00

- *Field Required services to be invoiced at a 4 hour minimum.
- Mileage for employee-owned vehicles used in connection with the work will be at the current IRS rate.

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5.8 TAB F: COST PROPOSAL

- Pricing assumes that this contract is non-prevailing wage. For any prevailing wage projects, BV will discuss rates with the City to account for the California Prevailing Wage requirements.
- All employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1-1/2 times the hourly rate for overtime hours per State and Federal wage and hour laws. No overtime will be charged without prior consent.
- Rates and cost estimates shown above exclude per diem, prevailing wage and union rates. Should these be applicable, BV will discuss and negotiate fees to account for increased personnel costs.
- Hourly fees are subject to an annual adjustment in accordance with the CPI for the West Region with the City’s prior approval.
- Plan review fees to be invoiced after initial review. Hourly services will be invoiced monthly. Payment Net 30 days.

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RESOLUTION NO. 26-213

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRB AND ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an On-Call Professional Services Agreement for Building Plan Review and Inspection Services, by and between the City of Roseville and TRB and Associates, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Building Plan Review and Inspection Services

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and TRB and Associates, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 06-0009 for professional services consisting of on-call building plan review and inspection services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated March 24, 2026, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional building plan review and inspection services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2027. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed three hundred fifty thousand dollars ($350,000) for the initial term. Total compensation for optional renewal years of this Agreement shall not exceed three hundred fifty thousand dollars ($350,000). Total compensation for the initial term and all optional renewal years shall not exceed one million, seven hundred fifty thousand dollars ($1,750,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

12. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

13. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

14. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or

similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

16. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

18. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this

Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

19. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

23. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Development Services Department Attn: Mike Isom 311 Vernon Street Roseville, CA 95678	TRB and Associates, Inc. Attn: Todd Bailey 3841 N. Freeway Boulevard, Suite 135 Sacramento, CA 95834

Either party may amend its address for notice by giving notice to the other party in writing.

24. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Mike Isom Digitally signed by Mike Isom Date: 2026.05.20 15:59:04 -07'00'
MIKE ISOM
Development Services Director

TRB AND ASSOCIATES, INC., a California corporation

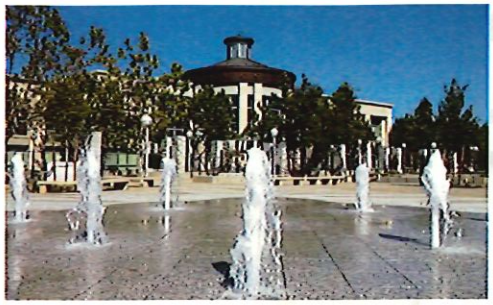
BY: _____
its: Todd Bailey, President

and

BY: _____
its: Todd Bailey, Secretary

EXHIBIT "A"

Understanding the Needs of the City of Roseville



TRB understands that the City of Roseville is looking to contract for Building Plan Review and Inspection Services to assist the Development Services Division on an as-needed (on-call) basis, as scoped in the City's Request for Proposal (RFP) document. The achievement of the City's goals is at the heart of the services we provide. We have been able to consistently meet our clients' goals by implementing the following principles:

- ✓ Garnering a problem-solving attitude
- ✓ Gaining awareness of the issues that affect the community
- ✓ Applying the right expertise in a responsive manner

As a highlight, TRB has provided the requested scope of services to the City of Roseville since 2021. Given our work history serving the City of Roseville, we submit that we are well equipped to perform the services requested under the City's current RFP.

To verify, we would like to confirm that we are in agreement with the Scope of Services as presented in Section 3.0 of the City's RFP document.

Project Approach Overview

Our approach to this engagement is centered on using experience staff and fostering open communication between our firm and the City of Roseville. On an ongoing basis, our **Project Manager, Petya McInnis,** is committed to maintaining regular communication with City staff to ensure that we are kept appraised of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities. We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review and inspection findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during the course of a project. We understand that being accessible to project stakeholders is essential in helping ensure that decisions are made in timely manner; as such, our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or Zoom, WebEx or similar formats as agreeable and necessary to achieve the most expeditious results.

Project Workplan

Project Initialization, Scheduling & Management

From our prior experience supporting municipal building departments and divisions, we know that developing a comprehensive understanding of the project construction documents, and supporting the timely execution of the project schedule is of critical importance. To confirm, for any plan review or inspection assignment, TRB members will possess a thorough understanding of the project documents and will be committed to supporting the City with its specific project schedule needs.

Preliminary Meetings and Project Administration

Shortly after project award, we would propose holding a meeting to verify project expectations, deliverables, scheduling, and logistical considerations. To this end, we would seek to verify the key roles and responsibilities for all team's party to the project. We would also request information specific to each plan review or inspection assignment including plan drawings and specifications, as appropriate. Further, we can outline and discuss applicable standards and provide an overview of our Document Management System if desired.

Our Project Manager will coordinate with our Plan Review and Inspection Services Managers, to allocate plan review and inspection resources appropriately. The Plan Review Manager will be responsible for oversight of all plan review services provided, and our Inspection Services Manager will be responsible for monitoring and managing any and all Field Inspection and Safety activities. Regular communication between our Project Manager and the TRB team will be ongoing throughout this engagement to ensure alignment of project staffing and schedule needs.

Project Communications

We understand that ongoing communication is essential to ensuring project success. We promote and endorse any tools which help enhance communications between all project participants. We have found that maintaining regularly scheduled conference calls can be an effective tool for doing so. We have utilized these calls as a means for TRB, designated project owner, constructor, designer representatives, and others to discuss project schedule and critical path, manpower needs, potential challenges, and other related matters. Having these discussions allows teams to identify when additional support may be needed and how resources may be best allocated to accommodate the project schedule and critical path.

Throughout this engagement, our team members will be available to attend meetings with City staff, as well as design, constructor, and owner teams as needed. We understand that these meetings are crucial to help ensure that important decisions are made in timely manner.

Plan Review

TRB is prepared to perform as-needed plan review services for residential, multi-family residential, commercial, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection (if requested), Title-24 energy, accessibility, and green building standards; as well as floodplain, wildland urban interface fire severity zone, stormwater, hazardous materials, and state housing law Title-25 factory-built structure considerations, as applicable.

Please refer to **Tab E** of this proposal for further details on our plan review scope and approach.

Inspection

TRB is prepared to provide Onsite Inspection staffing to the City. Our field inspector's role would include performing all code-mandated inspections as well as those designated by the City; and reviewing change orders / engineering change notices, information requests and similar documentation to verify that any field changes are reviewed for code compliance by City staff as necessary. Our field inspectors will maintain daily inspection activity records and take photo documentation (if desired by the City) as directed.

Please also refer to **Tab E** of this proposal for further details on our inspection and staff augmentation scope and approach.

Quality Control Assurance

Quality and on-time service are of paramount importance to us. Though we employ only licensed and experienced plan reviewers, certified inspectors and key administrative staff and expect their work to be of high standard, we have instituted a quality control policy to ensure this standard is maintained. At the core of our quality control approach is a "two sets of eyes" policy in place.

All work performed by staff is reviewed for quality control by senior members of our team. Our Project Manager, Plan Review Manager, and Inspection Services Manager hold primary responsibility for ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards. On an ongoing basis, our Inspection Services Manager assesses Inspector performance, and our Plan Review Manager assesses Plan Review and Document Control performance for both employees and any subcontractors. In addition, our organization performs annual Performance Evaluations to monitor project performance and identify training and promotional opportunities.

Code Interpretation & Conflict Resolution

The TRB team is well versed with the intent of codes and standards as they apply to the noted range of projects expected on this assignment. To ensure that our technical findings are easily understood, we work to ensure that all of our plan review and inspection findings and communications are done in a clear and concise manner. As part of this effort, we include references to any applicable Code or Standard sections to help ensure recipients understand the basis of our findings. Throughout the project, our team will be available to answer questions related to codes or standards at any time.

For those items where additional information may be needed, our team has access to additional resources in the form of code and commentary guidelines, illustrations, and agency interpretations. TRB is prepared to offer any reference information to whomever may be requesting the clarifying material.

In addition, our team has experience supporting public agencies with Alternate Materials and Methods Requests. If a project warrants such consideration, we are qualified and prepared to review all AMMR requests.

As part of his purview, **Paul Armstrong, PE, CBO** will serve as a facilitator on any code interpretation items. Paul has extensive expert code interpretation experience on projects of great complexity in California and in national and international settings. Of note, Mr. Armstrong's experience includes working for International Code Council (ICC/ICBO) for over 14 years.

Occasionally competing interpretations or conflicts between stakeholders may necessitate meeting to discuss matters where there may be disagreement. In such cases, it has been our experience that simply having face-to-face discussions with all relevant participants can be an effective tool for making progress toward resolution. For those rare cases where a disagreement cannot be resolved, our project manager will coordinate with the City to discuss the item in question, offer our basis for interpretation, and verify a suitable path forward.

Record Keeping and Document Management

TRB understands that projects can involve concurrent, fast-track design and construction efforts, thereby necessitating implementation and management of well-organized processes in place to name and track documents in their various stages of development and review. TRB understands that tracking and maintaining well documented plan review and inspection findings is of paramount importance.

To facilitate timely access to construction inspection results and status information, TRB will initiate its project tracking system, *PlanTrack Plus®* for use on this assignment. With our system, all plan review and inspection activities can be documented and posted daily. Correspondence issued by our team is posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review comment letters and detailed inspection reports (i.e. approval/correction notices), project information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.) to allow paperless documentation of the project. Our Document Control Team will oversee all plan submittal and inspection record processing, utilizing proven document management control methods.

Stable, Professional Team Assurance

In our Firm's **20 years in business**, we have assembled a team of professionals that have been committed to the success of TRB and our clients. Competitive salaries and benefits, flexibility in work schedules and a desire to continually recruit the best candidates for our growing company are just some of the ingredients to our operation and ability to retain staff. Our employee turnaround is low, and a majority of staff proposed on this project have been with TRB for at least 5 years.

Our senior staff members continue to train new team members, and our firm actively recruits recent engineering graduates to work in our internship program. Many of our proposed staff have been with the firm since the company's inception. As the organization continues to grow, we have maintained our core belief in providing a welcoming environment, training and promotional opportunities, and providing the best service possible to our clients.

Scope of Work

In brief, it is our understanding that the City of Roseville Development Services Division is seeking qualified consultants to assist with as-needed Plan Review and Inspection Services on a range of project types, as detailed in the Scope of Services included in Section 3.0 of the City's Request for Proposal documents. It is understood that plan review and inspection task would comprise reviewing projects for adherence to the City's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical, and electrical provisions.

Workload Accommodation

TRB has extensive resources and a large pool of licensed engineers and certified building safety experts, equipped to handle a wide range of building department needs. The majority of our services are delivered on an as-needed, ongoing basis. Having a large pool of resources allows us to accommodate existing and future workload effectively. To confirm, we do not have any current or anticipated engagements which would affect our ability to staff for this assignment - we are committed to supporting the City of Roseville and have resources available for the anticipated needs noted in the City RFP.

Please note that all proposed key staff members intended to fulfill the project Scope of Work are identified in proposal **Tab C – Qualifications of the Team.** To confirm, classifications clarifying each staffmember's role are included (ie all plans examiners, plan review engineers, inspectors, and related are clearly identified).

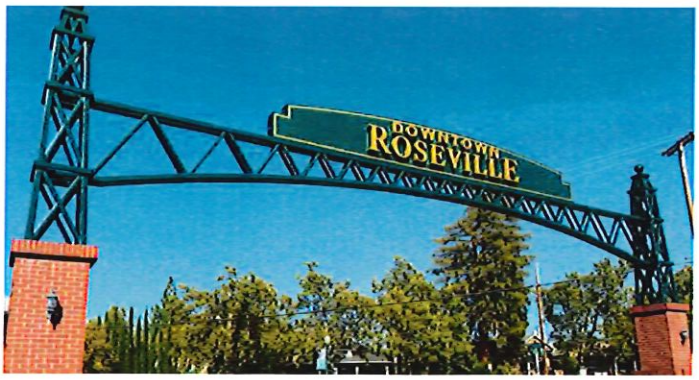
Building Code Instruction

TRB is also prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong** is an award-winning California Building Standards Codes instructor whose accolades includes being named **CALBO Instructor of the Year.** Paul is currently providing extensive training on the upcoming code cycle changes to the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training to the City and its invited guests upon request.

Project Approach Overview

As noted earlier, our approach to this engagement emphasizes open communication between our firm and the City. Our Project Manager is committed to maintaining regular communication with and being reachable by City staff. We are committed to meeting all project service delivery deadlines and will diligently document and report all plan review and inspection findings, tracking information, and other reports, as required by the City.

Please see the following pages for our specific **Scope and Approach** to **Building Plan Review and Inspection** tasks.



Plan Review Scope & Approach

TRB is prepared to perform as-needed plan review services for residential, multi-family residential, commercial, institutional, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection, energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, stormwater, hazardous materials, and State housing law Title-25 factory-built structure considerations, as applicable.

Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations and standards, including the following California Building Standards Codes:

- 2025 California Building Code
- 2025 California Residential Code
- 2025 California Electrical Code
- 2025 California Plumbing Code
- 2025 California Mechanical Code
- 2025 California Fire Code
- 2025 Title 24 Energy Standards
- 2025 California Green Building Standards Code

Our team also has extensive experience with Federal ADA, NFPA, ASCE, ASME, FEMA, NEHRP, and ANSI Standards.

Alternate Material and Methods

TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

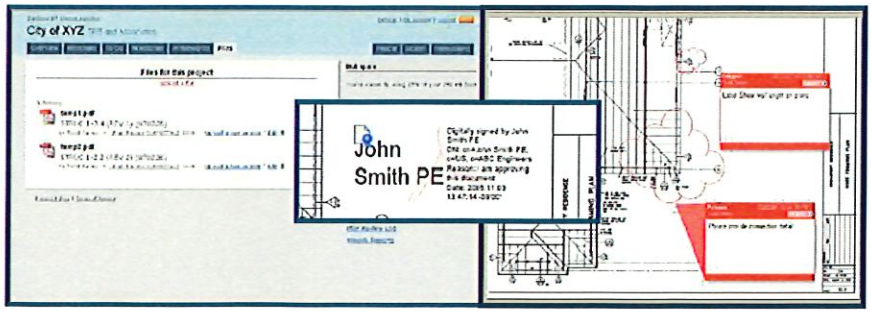
Electronic Plan Review and Workflow Status

To confirm, TRB is prepared to track and communicate all plan review comments and approvals through the City's designated Accela and the DigEplan permit tracking and electronic plan review platforms.

The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents. Our team has extensive experience working with the electronic plan review systems including Accela, OpenGov, eTRAKIT, Energov, DigEplan, Bluebeam, and ProjectDox.

Online Plan Check Status and Records

As highlighted earlier, to facilitate access to plan review findings and status information, TRB is prepared to initiate its Project Website and tracking system *PlanTrack Plus®* for use on this assignment if desired by the City. The plan review status of any assigned project may be viewed utilizing our website interface. To confirm, there is no additional cost for this service.



Plan Review Process

The following process represents an example plan review workflow. Please note that the plan review workflow utilized for the City will align with the City's specific workflow requirements and needs.

Step 1 - Preliminary Discussions: Prior to beginning our initial plan review project, our Project Manager proposes to conduct a meeting or conference call with the City to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 - Initial Review: Upon receipt of a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance to all applicable code standards. All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated.

Step 3 - Transmittal of Plans and Comment Lists for Plan Review: At the heart of our approach in delivering our services to you is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To help assure that submittals are properly coordinated and tracked, TRB has established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format (e.g. DigEplan, Bluebeam, Adobe Acrobat, or other format) which is remitted to the City for its reference.

Step 4 - Rechecks: Upon receipt of the resubmittal package from the applicant, once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 - Plan Approval: When all review comments are satisfied, we will forward all relevant correspondence bearing our company's "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Shipping and Delivery of Plans

TRB provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of hardcopy plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City is provided at no additional cost to the City.

Plan Review Turnaround Timeframes

To confirm, TRB will adhere to all City-mandated plan review turnaround schedule requirements. In general, project reviews are completed in 5 to 10 business days or less for initial reviews, and 5 business days or less for subsequent review cycles; expedited reviews are generally provided within 3 to 5 business days. Turnaround timeframes for exceptionally large projects would be as mutually agreed upon. Please note that timeframes will be modified to meet the City's specific needs.

Type of Projects*	Maximum Timeframe for Delivery
Minor Plan Check – First Cycle Review e.g. Room additions for single family houses, detached structures, tenant improvements, and related project types	5-10 Business Days
Major Plan Check – First Cycle Review e.g. Multi-family residential, complex commercial, and other complex nonresidential project types	10 Business Days
Plan Check Resubmittals – Subsequent Cycle Reviews	5 Business Days
Expedited Plan Check	3-5 Business Days

* For projects which may be complex in nature, TRB's project manager will coordinate with the City Building Official or their designated representative to verify a mutually agreeable timeframe.

Inspection Scope & Approach

TRB is prepared to perform inspection, referring to plans and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards and locally adopted ordinances. TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process

Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization. Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City.

To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours. Our inspections include those identified in the California Model Codes and which would be amended or modified as directed by the City.

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical, Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection, e.g. fire suppression, alarms, etc. (if requested)
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspections
- Green Building Inspection
- Fire Resistance Rated Construction Inspection
- Floodplain Inspection
- Final Inspection

Disabled Access (CASp) Inspection Services

TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett). Our team is skilled at reviewing facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; evaluating facilities for compliance with State and Federal accessibility codes and regulations; conducting accessibility research, preparing accessibility reports, and performing accessibility inspections. We offer email/phone consultations, onsite facility inspections and certifications, and expert testimony services as part of our CASp consulting services portfolio.



Administration, Permit Processing, and Code Enforcement Scope & Approach (Option)

TRB is prepared to provide Permit Technician, Code Enforcement, and Administrative services support to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills and abilities to perform the following functions:

Permit Technician / Administrative Assistant

- Enter permit and related data into the City permit tracking system.
- Research, compile and prepare various limited reports and presentation graphics.
- Assist the general public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Accept permit and related applications and collect fees.
- Screen plans and application materials for completeness and for conformance with City ordinances standards, policies and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.
- Other duties as directed.

Code Enforcement

- Enforce compliance with agency regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters.
- Respond to complaints and reports from other agencies and departments on alleged violations of agency zoning and related municipal codes and ordinances; conduct investigations and provide recommendations for resolution.
- Conduct field investigations; inspect properties for violations; issue and post warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedule and performing follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances.
- Maintain accurate documentation and case files on investigations, inspections, enforcement actions, and other job-related activities including accurate and detailed information regarding code enforcement activity to substantiate violations, drawing diagrams and illustrations and taking photographs
- Other duties as directed.



EXHIBIT "B"

Cost Proposal

TRB offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below. If additional services are requested such as Fire Plan Review, Building Inspection, Staff Augmentation and Other services (e.g., CASp consulting), those services can be provided on an hourly basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

Plan Review Services

Our plan review fees may be calculated as a percentage of the Building Plan Review Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and up to two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews are subject to a minimum $250 fee.

Turnaround Timeframe (in business days)	Package A	Package B	Package C	Package D	Package E
Standard - 13 days first check - 8 days rechecks	65%	65%	75%	65%	$150/hr.
Package F - Expedited - 6 days first check - 6 days rechecks	65% plus $150/hr.	65% plus $150/hr.	75% plus $150/hr.	65% plus $150/hr.	$225/hr.

* Review scope associated with Packages A through F is as defined on pages 10 and 11 of the City's RFP document.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

TRB and Associates offers the billing rates for services rendered on an hourly basis.

Position	Hourly Rate
Principal	$215.00
Project / Division Manager	$185.00
Building Official	$180.00
Assistant Building Official	$170.00
Principal Plan Review Engineer/Architect	$175.00
Supervising Plan Review Engineer/Architect	$165.00
Senior Plan Review Engineer/Architect	$160.00
Senior Plans Examiner (Building & Fire)	$155.00
Plan Review Engineer/Architect	$150.00
Plans Examiner (Building & Fire)	$140.00
Engineering Technician	$ 95.00 - $120.00
Permit Technician	$ 75.00 - $ 95.00
Clerical/Admin	$ 70.00
Fire Protection Engineer	$220.00
CASp Certified Inspector/Examiner	$165.00
Grading/Storm Water Plan Review Engineer	$205.00
QSP Storm Water Inspector	$195.00
Inspection Task Leader / Inspector of Record	$170.00
Supervising Inspector (Building & Fire)	$160.00
Senior Inspector (Building & Fire)	$125.00 - $150.00
Inspector (Building & Fire)	$110.00 - $125.00
Intern Inspector	$ 95.00
Planner	$135.00 - $175.00

Notes:

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- An additional hourly fee of $6 per billable hour will be added to the above-published rates for the use of TRB / non-City vehicles used in connection with the work.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2027 and may be adjusted thereafter to account for CPI changes

RESOLUTION NO. 26-214

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND URBAN 37, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an On-Call Professional Services Agreement for Building Plan Review and Inspection Services, by and between the City of Roseville and Urban 37, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said on-call professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Building Plan Review and Inspection Services

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Urban 37, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 06-0009 for professional services consisting of on-call building plan review and inspection services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated March 24, 2026, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional building plan review and inspection services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2027. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed three hundred fifty thousand dollars ($350,000) for the initial term. Total compensation for optional renewal years of this Agreement shall not exceed three hundred fifty thousand dollars ($350,000). Total compensation for the initial term and all optional renewal years shall not exceed one million, seven hundred fifty thousand dollars ($1,750,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within

thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

11. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

12. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

13. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

14. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or

similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

16. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

18. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this

Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

19. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

23. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Development Services Department Attn: Mike Isom 311 Vernon Street Roseville, CA 95678	Urban37, Inc. Attn: Raylee Glasser 2108 N. Street #9189 Sacramento, CA 95816

Either party may amend its address for notice by giving notice to the other party in writing.

24. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Mike Isom Digitally signed by Mike Isom Date: 2026.05.20 15:59:22 -07'00'
MIKE ISOM
Development Services Director

URBAN37, INC., a California corporation

BY: _____
its: President | CEO

and

BY: _____
its: Secretary | CFO

EXHIBIT “A”

TAB E – Service Plan

Urban37, Inc.'s service plan is built to deliver structured, reliable, and fully integrated plan review and inspection services that align seamlessly with the City of Roseville's established workflows, systems, and performance expectations. Our approach combines technical expertise with disciplined processes, strong internal controls, and proactive communication, ensuring consistent, high-quality outcomes across all assignments.

Our goal is to function as a true extension of City staff. While our services may be delivered remotely or in the field, our approach ensures that it feels as though our team is working alongside City personnel, maintaining the same standards, communication style, and level of accountability.

Plan Review Services

Urban37 provides comprehensive, multi-discipline plan review services across architectural, structural, mechanical, electrical, plumbing, energy, green building, accessibility, and fire/life safety requirements. All reviews are conducted in full alignment with the California Building Standards Code, applicable state regulations, and the City of Roseville's adopted codes, standards, and procedures.

Although plan review services may be performed remotely, our model ensures that it feels as though your reviewer is working just down the hall. We prioritize accessibility, responsiveness, and consistency so that City staff and applicants experience dependable, predictable outcomes throughout the review process.

Structured Plan Review Process

Urban37's process is designed to ensure clarity, coordination, and efficiency from intake through approval:

- Projects are logged, evaluated, and assigned to qualified discipline-specific reviewers based on project type and complexity
- Reviewers are matched to residential, commercial, and specialized project types to ensure technical accuracy
- High-complexity or high-visibility projects receive senior-level technical oversight
- Reviews are conducted directly within DigEplan using consistent markup and documentation standards
- All discipline comments are coordinated and consolidated prior to issuance to eliminate conflicting or fragmented feedback

Each correction letter is code-based, clearly cited, organized by discipline, and aligned with City standards, providing applicants with clear, actionable direction.

This structured approach allows Urban37 to deliver reviews that are not only technically accurate, but also consistent in tone, format, and expectations, creating a predictable and efficient experience for both City staff and applicants.

Urban37 also offers collaborative page-turning sessions for complex, high-profile, or time-sensitive projects. These sessions bring together the reviewer, design team, and City staff to walk through plans in real time, identify key issues early, and align on expectations prior to or during the review process. This proactive approach reduces unnecessary back-and-forth, minimizes resubmittals, and helps projects move more efficiently through the review cycle.

Minimizing Re-Submittals

Urban37 understands the importance of reducing unnecessary review cycles and maintaining project momentum. To support this, we:

- Deliver comprehensive first-cycle reviews that identify all material issues
- Consolidate comments across disciplines to eliminate duplication
- Communicate with applicants when clarification can prevent incomplete resubmittals
- Offer collaborative page-turning sessions for complex or high-profile projects
- Provide clear prioritization of corrections to support complete resubmittals

Our goal is to achieve approval efficiently, typically within the first review cycle and one recheck whenever feasible.

Quality Control & Consistency

Urban37 utilizes a structured, multi-level QA/QC process to ensure accuracy, consistency, and alignment across all reviews:

1. Primary review by the assigned plans examiner
2. Technical oversight for complex or specialized projects
3. Final consistency check prior to issuance

This layered approach ensures technical accuracy, reduces conflicting comments, and maintains a consistent voice across all correction letters.

Turnaround Performance

Urban37 will meet and consistently exceed the City's required turnaround timelines:

- First-cycle reviews: within 13 business days (Urban37 standard: 10 business days or less)
- Rechecks: within 8 business days (Urban37 standard: 5 business days or less)
- Expedited reviews: within 6 business days (Urban37 standard: 5 business days or less, with resubmittals typically completed within 2–3 business days)

Our team is structured to deliver efficient, predictable turnaround times while maintaining thorough, code-compliant reviews.

Building Inspection Services

Urban37 provides comprehensive inspection services to ensure that all construction complies with approved plans, adopted codes, and safety standards. Our inspectors bring extensive field experience across residential, commercial, and mixed-use construction.

Inspection Operations & Field Coordination

Urban37 inspectors:

- Document inspection results directly within the City's permitting system
- Issue clear, code-referenced correction notices
- Maintain consistent reporting aligned with City procedures
- Communicate directly with contractors and applicants in the field

Our inspectors arrive prepared, uphold City standards, and represent the City with professionalism, clarity, and a solution-oriented approach. We understand that inspections are often a critical path item in the construction process and that delays can directly impact project timelines, business openings, and residents returning to their homes. Our approach is not enforcement-driven for its own sake, but focused on achieving compliance efficiently. We work collaboratively with contractors and applicants to clearly communicate requirements, resolve issues in real time where appropriate, and help move projects forward while maintaining the City's standards for safety and code compliance.

Responsive & Scalable Coverage

Urban37 maintains a bench of certified inspectors capable of supporting:

- Short-term or long-term assignments
- Surge demand and peak workloads
- Same-day or urgent inspection needs

This flexibility ensures the City has reliable access to qualified inspection resources without delays or service disruptions.

Integrated Workflow & Technology

Urban37 performs all plan review services directly within the City's designated platforms, including DigEplan and Accela. Our team has extensive experience working in these systems and understands the importance of maintaining accurate workflow status, document control, and fee coordination.

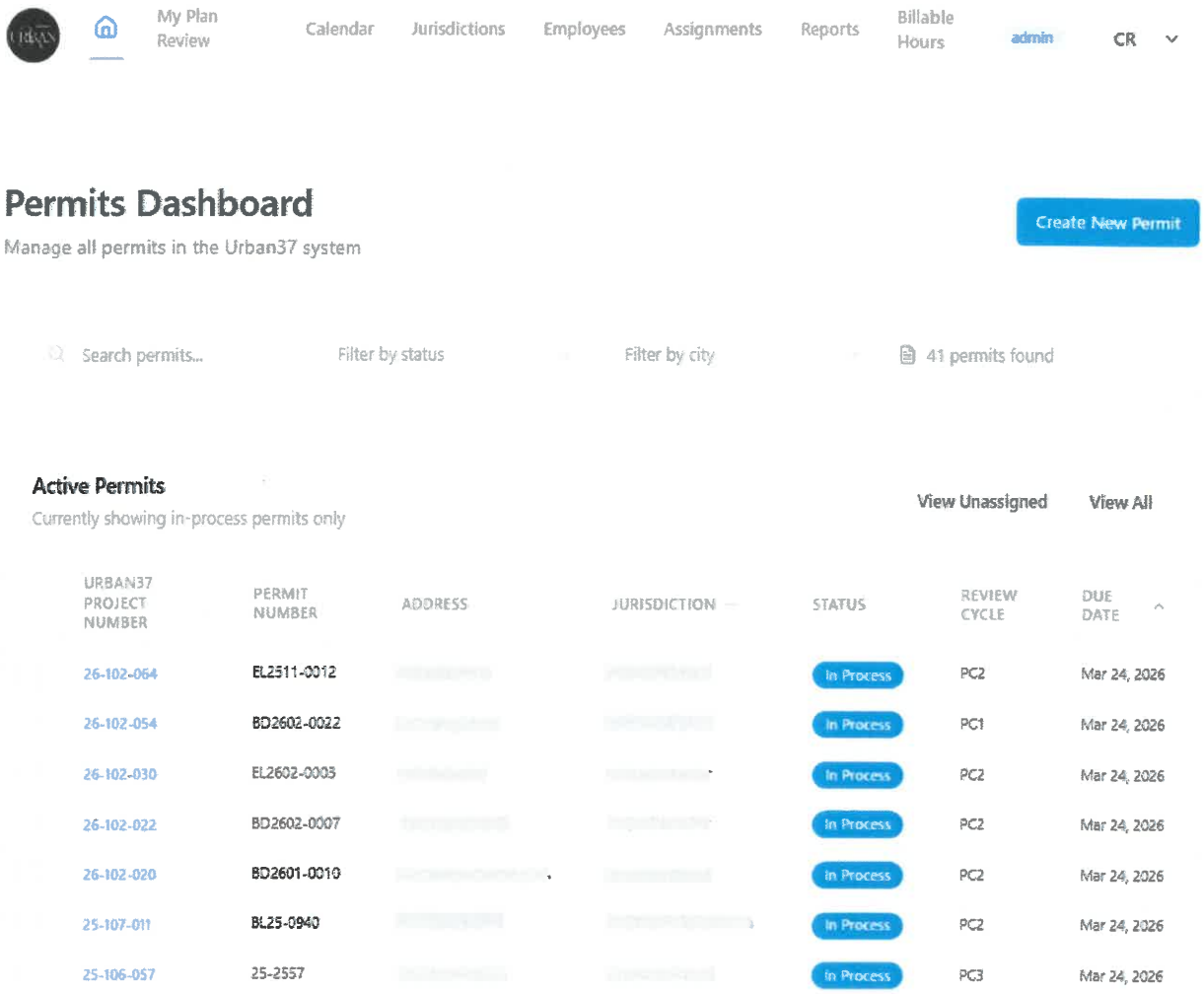
Behind the scenes, all services are supported by U37, Urban37's proprietary web-based platform. U37 allows our team to manage plan reviews, track deadlines, coordinate assignments, log fees, and maintain City-specific notes and procedures. While all official work product and updates are entered into the City's systems, U37 provides an additional layer of internal oversight that ensures consistency, accountability, and performance tracking across all assignments.

Through U37, Urban37 is able to:

- Track turnaround times and ensure deadlines are consistently met
- Monitor workload distribution across reviewers
- Maintain consistency in comments, formatting, and code application
- Store City-specific standards and preferences for long-term alignment
- Provide internal QA/QC oversight before work is issued

A screenshot of the U37 dashboard is provided below for visual reference.

This dual-system approach allows Urban37 to operate efficiently within the City's platforms while maintaining a high level of internal control and service quality.



Urban37 maintains proactive and consistent communication throughout all phases of service delivery:

- Response to City inquiries within one business day
- Weekly status reports detailing all active plan review projects
- Direct coordination with applicants, design professionals, and City staff
- Immediate escalation of complex or time-sensitive issues

Billing & System Alignment

Urban37 understands that accurate billing and system coordination are essential components of the City's operations. Our team will:

- Enter all plan review charges into Accela prior to approval
- Ensure all invoicing aligns with system-recorded charges
- Notify the City of any discrepancies within required timeframes
- Provide itemized invoices by technical discipline

Staffing & Coordination

Urban37 has intentionally assembled a team with direct experience in structured municipal workflows and digital permitting systems, allowing for immediate integration and minimal onboarding.

- Project Manager (Raylee Glasser, CBO): Overall oversight and primary point of contact
- Assistant Project Manager (Shantelle Fuentes): Workflow management and system coordination
- Technical Team: Multi-discipline reviewers and inspectors assigned based on project needs

Implementation & Service Schedule

Urban37's onboarding process is designed for immediate integration and minimal disruption to existing operations:

Week 1: Onboarding & Alignment

- Kickoff meeting with City staff
- System access confirmation (Accela and DigEplan)
- Review of City standards and workflows
- Assignment of initial staff

Week 2–4: Service Initiation

- Begin plan review and inspection services
- Establish reporting and communication cadence
- Monitor workflow integration

Ongoing Service Delivery

- Full operational integration
- Weekly reporting and coordination
- Continuous workload monitoring and staffing adjustments
- Ongoing process refinement

Urban37 requires no additional equipment or installation services. All personnel are fully equipped and trained to operate within Accela, DigEplan, and remote plan review environments.

Scalability & Responsiveness

Urban37 maintains a deep bench of qualified professionals across all disciplines, allowing us to scale services based on workload demands, support expedited reviews, and respond quickly to changing project volumes.

This approach ensures the City receives consistent, responsive, and high-performing service, supported by a team that is structured to adapt, scale, and deliver without disruption.

EXHIBIT "B"

TAB F – Cost Proposal

Urban37, Inc. proposes to provide Building Plan Review and Inspection Services in accordance with the cost structure outlined in the City of Roseville's Request for Proposals (RFP 06-0009). Urban37 agrees to the percentage-based and hourly rate structure identified for each package and will perform services in alignment with the City's requirements.

Statement of Cost Structure Agreement

Urban37 agrees to the following cost structure:

- **Package A – Commercial Plan Review (Private Development):**
  65% of the plan review fee paid to the City, inclusive of up to three (3) review iterations
- **Package B – Commercial Plan Review (City Projects):**
  65% of the plan review fee paid to the City, inclusive of up to three (3) review iterations
- **Package C – Residential Plan Review:**
  75% of the plan review fee paid to the City, inclusive of up to three (3) review iterations
- **Package D – Commercial Fire System Plan Review:**
  65% of the plan review fee paid to the City, inclusive of up to three (3) review iterations
- **Package E – Additional Plan Review Services (Revisions/Deferred Submittals):**
  $150 per hour
- **Package F – Expedited Plan Review:**
  Percentage-based fee as outlined above, plus $150 per hour
  (Additional plan review services under Package E billed at $225 per hour)

Urban37 acknowledges that plan review iterations beyond the initial three (3) reviews will be billed at the hourly rate identified in Package E.

HOURLY RATE SCHEDULE

Urban37 provides the following fully burdened hourly rates for services performed under this agreement:

Building Services

Position	Hourly Rate
Building Official/CBO	$160
Assistant Building Official	$120
Building Inspector I	$95
Building Inspector II	$110
Building Inspector III	$130

Inspector of Record	$160
Plans Examiner (Structural)	$155
Plans Examiner (Non-Structural)	$135
Certified Access Specialist (CASp)	$160
Permit Center Manager	$110
Senior Permit Technician	$98
Permit Technician	$85

Fire Services

Position	Hourly Rate
Fire Protection Engineer	$160
Fire Inspector I	$110
Fire Inspector II	$120
Fire Plan Review	$150

Additional Services

Position	Hourly Rate
Project Manager	$180
Administrative Support	$78
Analyst	$115
Director	$180

Estimated Level of Effort

Due to the on-call nature of this contract, specific hours cannot be predetermined. Urban37 will assign staff based on project type, complexity, and workload demands to ensure required turnaround times and service expectations are consistently met.

Reimbursable Expenses

Urban37 does not anticipate significant reimbursable expenses for standard plan review services. Any reimbursable expenses, if required, will be coordinated with and approved by the City in advance.

Billing & Invoicing

Urban37 will perform all services in accordance with the City's billing requirements. All charges will be entered into the City's permitting system prior to approval, and invoices will be submitted monthly. Invoices will be itemized by technical discipline and will align with the charges identified in the City's permitting system.

Cost Structure Acknowledgement

Urban37 acknowledges and agrees to the cost structure, billing procedures, and requirements outlined in the City of Roseville's Request for Proposals.

311 Vernon Street
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

To: All **On-Call Building Plan Review and Inspection Services** proposers concerning **RFP #06-0009 Building Plan Review and Inspection Services**

From: Development Services, Mitch Raese, Building Official

Subject: Notice of Intent to Award

For **RFP #06-0009,** pending City Council approval, the City recommends awarding a contract to **the following five consultants:**

Bureau Veritas North America, Inc
BPR Consulting Group
TRB and Associates, Inc
4LEAF, Inc
Urban 37, Inc

To inquire about the recommended award, please write to Development Services, Mitch Raese, Building Official at mraese@roseville.ca.us.

Submittal	Company	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors	Understanding of the service - proposed project plan	Proposed cost
1	Bureau Veritas	**150**	**75**	**75**
2	True North	**120**	**60**	**75**
3	TRB	**150**	**75**	**75**
4	4LEAF	**150**	**75**	**45**
5	JAS Pacific	**135**	**60**	**75**
6	CSG	**135**	**60**	**75**
7	BPR	**150**	**75**	**75**
8	Urban 37	**120**	**75**	**75**

Total
300
255
300
270
270
270
300
270

1	Company	Criteria	Possible Points	Joel	Justin	Lisa	(Staff Name)	(Staff Name)	(Staff Name)	Total
	Bureau Veritas	Quality of Presentation		25	25	24	25				74
		Ability to meet the City's business goals		50	45	49	45				139
		Communication Style		25	25	24	25				74
		Total:		**100**	**95**	**97**	**95**	**0**	**0**	**0**	287

2	Company	Criteria	Possible Points	Joel	Justin	Lisa	(Staff Name)	(Staff Name)	(Staff Name)	Total
	True North	Quality of Presentation		25	25	22	25				72
		Ability to meet the City's business goals		50	35	35	35				105
		Communication Style		25	20	18	20				58
		Total:		**100**	**80**	**75**	**80**	**0**	**0**	**0**	235

3	Company	Criteria	Possible Points	Joel	Justin	Lisa	(Staff Name)	(Staff Name)	(Staff Name)	Total
	TRB	Quality of Presentation		25	23	23	20				66
		Ability to meet the City's business goals		50	45	48	45				138
		Communication Style		25	22	22	23				67
		Total:		**100**	**90**	**93**	**88**	**0**	**0**	**0**	271

4	Company	Criteria	Possible Points	Joel	Justin	Lisa	(Staff Name)	(Staff Name)	(Staff Name)	Total
	4LEAF	Quality of Presentation		25	20	26	15				61

	Ability to meet the City's business goals	50	42	46	35				123
	Communication Style	25	20	20	20				60
	Total:	**100**	**82**	**92**	**70**	**0**	**0**	**0**	244

5	Company	Criteria	Possible Points	Joel	Justin	Lisa	(Staff Name)	(Staff Name)	(Staff Name)	Total
	JAS Pacific	Quality of Presentation	25	20	21	20				61
		Ability to meet the City's business goals	50	38	45	38				121
		Communication Style	25	18	20	20				58
		Total:	**100**	**76**	**86**	**78**	**0**	**0**	**0**	240

6	Company	Criteria	Possible Points	Joel	Justin	Lisa	(Staff Name)	(Staff Name)	(Staff Name)	Total
	CSG Consultants	Quality of Presentation	25	20	20	15				55
		Ability to meet the City's business goals	50	35	45	30				110
		Communication Style	25	20	21	20				61
		Total:	**100**	**75**	**86**	**65**	**0**	**0**	**0**	226

7	Company	Criteria	Possible Points	Joel	Justin	Lisa	(Staff Name)	(Staff Name)	(Staff Name)	Total
	BPR	Quality of Presentation	25	25	24	25				74
		Ability to meet the City's business goals	50	45	48	45				138
		Communication Style	25	25	24	25				74
		Total:	**100**	**95**	**96**	**95**	**0**	**0**	**0**	286

7	Company	Criteria	Possible Points	Joel	Justin	Lisa	(Staff Name)	(Staff Name)	(Staff Name)	Total	
	Urban37	Quality of Presentation		25	25	23	25				0
		Ability to meet the City's business goals		50	35	45	35				0
		Communication Style		25	25	29	25				0
		Total:		**100**	**85**	**97**	**85**	**0**	**0**	**0**	**367**

1	Company	Criteria	Possible Points	Joel	Justin	Lisa	Total
	Bureau Veritas	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors		50	50	50	50	150
		Understanding of the service - proposed project plan		25	25	25	25	75
		Proposed cost		25	25	25	25	75
		Total:		**100**	**100**	**100**	**100**	300
					2			

2	Company	Criteria	Possible Points	Joel	Justin	Lisa	Total
	True North	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors		50	40	40	40	120
		Understanding of the service - proposed project plan		25	20	20	20	60
		Proposed cost		25	25	25	25	75
		Total:		**100**	**85**	**85**	**85**	255

3	Company	Criteria	Possible Points	Joel	Justin	Lisa	Total
	TRB	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors		50	50	50	50	150
		Understanding of the service - proposed project plan		25	25	25	25	75
		Proposed cost		25	25	25	25	75
		Total:		**100**	**100**	**100**	**100**	300

4	Company	Criteria	Possible Points	Joel	Justin	Lisa	Total
	4LEAF	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors		50	50	50	50	150
		Understanding of the service - proposed project plan		25	25	25	25	75
		Proposed cost		25	15	15	15	45
		Total:		**100**	**90**	**90**	**90**	270

5	Company	Criteria		Joel	Justin	Lisa	Total
	JAS Pacific	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors		50	45	45	45	135
		Understanding of the service - proposed project plan		25	20	20	20	60
		Proposed cost		25	25	25	25	75
		Total:		**100**	**90**	**90**	**90**	270

6	Company	Criteria	Joel	Justin	Lisa	Total
	CSG Consultants	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors	50	45	45	45	135
		Understanding of the service - proposed project plan	25	20	20	20	60
		Proposed cost	25	25	25	25	75
		Total:	**100**	**90**	**90**	**90**	270

7	Company	Criteria	Joel	Justin	Lisa	Total
	BPR	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors	50	50	50	50	150
		Understanding of the service - proposed project plan	25	25	25	25	75
		Proposed cost	25	25	25	25	75
		Total:	**100**	**100**	**100**	**100**	300

7	Company	Criteria	Joel	Justin	Lisa	Total
	Urban37	Experience and Qualifications of firm and proposed staff/sub-consultants/sub-contractors	50	40	40	40	120
		Understanding of the service - proposed project plan	25	25	25	25	75
		Proposed cost	25	25	25	25	75
		Total:	**100**	**90**	**90**	**90**	270

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.45
File #: 0400-04-12 & 0800-06
Item ID: 2026-483

Title:	Sierra Vista Specific Plan Mitigation Fee Program Administration - Sole Source Professional Services Agreement Amendment
Contact:	Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

SUMMARY

Staff recommends approval of a sole source professional services agreement amendment with Economic and Planning Systems, Inc. in the amount of $7,500 to provide Sierra Vista Specific Plan Mitigation Fee Program administration, and authorize the City Manager to execute the agreement. To accommodate the increased workload and maintain consistency and continuity of services, staff recommends increasing the contract authority by $7,500 for FY2025-26, raising the annual not-to-exceed contract limit from $300,000 to $307,500. This amendment will cover EPS's work through June 30, 2026. The consulting services are funded by the fee revenue collected through the fee program. There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a First Amendment to Professional Services Agreement with Economic and Planning Systems, Inc. for Sierra Vista Specific Plan (SVSP) Mitigation Fee Program administration and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

In May of 2010, the City Council approved the Development Agreement(s) (DA) for the Sierra Vista Specific Plan (SVSP). The DA calls for the implementation of an owner-sponsored SVSP Fee Program that specifies the use of a third-party administrator to organize and monitor the program to the fullest extent legally possible. To minimize the cost to the City, the City is to rely on the administrator to obtain, maintain, process, and prepare the information required of the program to calculate and re-calculate the fees in accordance with the fee program.

Due to increased requests for project true-ups and higher costs of engaging sub-consultants and engineers in FY2025-26, the level of effort by EPS has exceeded original projections. EPS also needed to allocate budget to contract Integra for an updated appraisal in support of the Fee Program. To accommodate the increased workload and maintain consistency and continuity of services, staff recommends increasing contract authority by $7,500 for FY2025-26, raising the annual not-to-exceed contract limit from $300,000 to $307,500. This amendment will cover EPS's work through June 30, 2026.

FISCAL IMPACT

All work performed under this professional services agreement amendment will be paid by fee revenue collected through the fee program. There is no impact to the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Stacie Marchetti, Management Analyst

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 26-215
2. PSA Amendment

REVIEWERS:

Cheri McGrath, Development Services Department - Business Services Division	Created/Initiated - 5/26/2026
Marc Stout, Development Services Department - Engineering Division	Approved - 5/27/2026
Mike Isom, Development Services Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-215

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ECONOMIC AND PLANNING SYSTEMS, INC., AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Professional Services Agreement for Sierra Vista Specific Plan Mitigation Fee Program Administration, by and between the City of Roseville and Economic and Planning Systems, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

Sierra Vista Specific Plan Mitigation Fee Program Administration

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Economic and Planning Systems, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated March 5, 2025 ("Agreement") consisting of providing Sierra Vista Specific Plan Mitigation Fee Program Administration ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated May 4, 2026, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.

2. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay seven thousand five hundred dollars ($7,500), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement. This brings the total not to exceed contract amount to three hundred seven thousand, five hundred dollars ($307,500)."

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

ECONOMIC AND PLANNING SYSTEMS INC., a California corporation

BY: Jamie Gomes Digitally signed by Jamie Gomes Date: 2026.06.02 08:50:12 -07'00'
its: CFO

and

BY: Jason Moody Digitally signed by Jason Moody Date: 2026.06.02 10:49:37 -07'00'
its: President

[SIGNATURES CONTINED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Mike Isom Digitally signed by Mike Isom Date: 2026.06.03 07:25:21 -07'00'
MIKE ISOM
Development Services Director

“EXHIBIT “A”

May 4, 2026

Marc Stout
City of Roseville
311 Vernon Street
Roseville, CA 95678

Subject: Budget Amendment Request—Sierra Vista Specific Plan Mitigation Fee Program Administration, Task 1; EPS #252028

Marc:

Economic & Planning Systems, Inc. (EPS) appreciates the opportunity to continue its engagement with the City of Roseville (City) under contract to the City as the Third-Party Fee Program Administrator (TPA) for the Sierra Vista Specific Plan Mitigation Fee Program (SVSP Fee Program). EPS understands the role of the TPA is to assist the City in administering the SVSP Fee Program and understands it is the City's desire to minimize City involvement in fee program administration as much as possible.

As you know, EPS has been working diligently with the City to provide adequate support in the administration of the Fee Program. While EPS anticipated increased requests for project true-ups and higher costs of engaging subconsultants and engineers in FY 25-26, the level of effort required has exceeded original projections. In particular, the volume of credit, reimbursement, and transfer requests has increased considerably compared to prior years, requiring significant additional time to reconcile outstanding balances. EPS also needed to allocate budget to contract Integra for an updated appraisal in support of the Fee Program.

The purpose of this letter is to request a budget amendment of $7,500 to cover EPS's work as the TPA for the SVSP Fee Program through June 30, 2026. EPS is amenable to a minimal budget amendment to carry our administrative work through to the end of the fiscal year or preparing an updated contract for the next two months plus the upcoming fiscal year depending on the City's preference.

EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. If additional work or meetings are required, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith.

Thank you for your consideration of this request. Please call me at (916) 649-8010 if you have questions or need additional information related to this request.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Jamie Gomes
Managing Principal

Approved:

_____ _____

City of Roseville Date

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.46
File #: 0800-06
Item ID: 2026-506

Title:	Electronic Plan Review - Sole Source Agreement
Contact:	Chris Fanucchi 916-746-1353 CFanucchi@roseville.ca.us

SUMMARY

Staff recommends approval of a sole source agreement with Lifecycle Technologies, LLC dba LCT Software for access to its cloud-based electronic plan review platform, DigEplan, with a not-to-exceed (NTE) amount of $63,953 for the initial term and a total NTE amount of $210,193 over the full three-year term, including renewal options. Funding is included in the Development Services Department's Technology Replacement Fund, which is funded through permit fees designated for development-driven technology improvements, and is included in the Department's FY2025–26 budget. Approval of the agreement will have no net fiscal impact on the General Fund. Staff also recommends authorization for the City Manager to execute future amendments to extend the agreement for up to two (2) additional one (1) year renewal terms on behalf of the City.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a Sole Source Agreement with Lifecycle Technologies, LLC dba LCT Software for the electronic plan review platform, DigEplan, and authorize the City Manager to execute the agreement on behalf of the City of Roseville.

Staff additionally requests authority for the City Manager or his designee to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

BACKGROUND

In March 2020, the City Council approved an agreement with LCT Software (then licensed under TruePoint Solutions LLC) following a formal Request for Proposal (RFP) process for electronic plan review software. The software was selected to support the City's transition from paper-based plan review processes to a fully electronic plan review environment integrated with the City's enterprise permitting system, Accela.

Since then, the Development Services Department has utilized DigEplan, a cloud-based electronic plan review platform, to enable City staff and contracted third-party plan reviewers to electronically review, mark up, and approve construction plans and supporting documents directly within the City's permitting system. The integrated platform streamlines the review process while providing applicants with clear, consistent, and standardized feedback on their plan submissions.

Staff recommends continuing with LCT Software on a sole-source basis because DigEplan is fully integrated with the City's Accela permitting system and has become a critical component of the Department's electronic plan review workflow. Over the past five years, staff, consultants, and customers

have established business processes and workflows around the platform. Transitioning to an alternative solution would require significant staff time and resources to evaluate, procure, configure, test, and implement a replacement platform, as well as retrain staff, consultants, and customers. Staff has determined that renewing the agreement with LCT Software is the most cost-effective and operationally efficient option for maintaining continuity of service and minimizing disruption to permit processing operations.

FISCAL IMPACT

The agreement includes a not-to-exceed (NTE) amount of $63,953 for the initial term, $70,620 for the first renewal term, and $75,620 for the second renewal term, for a total NTE amount of $210,193 over three (3) years. Funding is included in the Development Services Department's Technology Replacement Fund, which is funded through permit fees designated for development-driven technology improvements. As a result, approval of the agreement will have no net fiscal impact on the General Fund. Funding for FY2025–26 is included in the Department's budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (CEQA Guidelines §15061(b)(3)). No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Chris Fanucchi, Business Systems Administrator

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 26-223
2. Agreement
3. Sole Source Form

REVIEWERS:

Joe Allen, Development Services Department - Business Services Division	Created/Initiated - 5/28/2026
Chris Fanucchi, Development Services Department - Business Services Division	Approved - 5/28/2026
Joe Allen, Development Services Department - Business Services Division	Approved - 5/29/2026

Mike Isom, Development Services Department	Approved - 5/30/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/3/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-223

APPROVING A SOLE SOURCE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LIFECYCLE TECHNOLOGIES, LLC DBA LCT SOFTWARE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Sole Source Agreement for the electronic plan review platform, DeigEplan, by and between the City of Roseville and Lifecycle Technologies, LLC dba LCT Software, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this vendor is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

City of Roseville, California

DigEplan Order Form and Terms

Prepared by your Avolve Software Representative

Jacob Byers

21001 N Tatum Blvd, Ste 1630-503

Phoenix, AZ 85050

www.avolvesoftware.com

Telephone: (801) 707-8687

Email: JByers@avolvesoftware.com

Avolve Order Form:

Chris Fanucchi
Roseville, CA

Roseville, CA
Dated: 4/6/2026
Exp Date: 5/15/2026

DigEplan SaaS Subscription Pricing

The Customer will upgrade its existing DigEplan Software as a Service (SaaS) subscription to the Custom Bundle for both Production and Test Environments, as set forth in this Order Form. The Custom Bundle includes Avolve AI Submit, Avolve Insights, and Digital Certificates.

Table 1. SaaS Subscription Pricing (Avolve Insights Retained)
Annual subscription pricing, assuming Avolve Insights is retained for the full contract term.

Contract Year	Term	Base Subscription	Custom Bundle Upgrade	Avolve Insights Step-Up	Annual Subscription Fee
Year 1	Mar 1, 2026 – Feb 28, 2027	$55,620.00	$8,333.00	—	$63,953.00
Year 2	Mar 1, 2027 – Feb 28, 2028	$55,620.00	$10,000.00	$5,000.00	$70,620.00
Year 3	Mar 1, 2028 – Feb 28, 2029	$55,620.00	$10,000.00	$10,000.00	$75,620.00
Total (3 Years)					**$210,193.00**

Table 2. Alternative Pricing (If Avolve Insights Is Discontinued After Year 1)
In the event Customer elects to discontinue Avolve Insights after the first contract year, as set forth below, the pricing for all renewal periods thereafter shall be governed solely by the standard annual three percent (3%) uplift. In such case, the two five-thousand-dollar ($5,000) step-ups scheduled for Years 2 and 3 shall not apply.

Contract Year	Term	Base Subscription	Custom Bundle Upgrade	3% Annual Uplift	Annual Subscription Fee
Year 1	Mar 1, 2026 – Feb 28, 2027	$55,620.00	$8,333.00	—	$63,953.00
Year 2	Mar 1, 2027 – Feb 28, 2028	$55,620.00	$10,000.00	3%	$67,588.60
Year 3	Mar 1, 2028 – Feb 28, 2029	$55,620.00	$10,000.00	3%	$69,616.26
Total (3 Years)					**$201,157.86**

Pricing Notes

1. The Custom Bundle price is prorated for the initial term to account for the new features not being available to Customer during the first two months of the term, reducing the total initial term price by $1,667.00 ($833.50 per month).
2. The Base Subscription includes the Customer's existing deployment for Roseville, California, as set forth in the Additional Subscription Scope section below.
3. The Custom Bundle includes Avolve AI Submit, Avolve Insights, and Digital Certificates, and is structured as a base amount of $10,000 plus incremental Avolve Insights step-ups, resulting in a total annual subscription fee consistent with the pricing reflected herein.
4. The annual subscription fee without Avolve Insights step-ups, shown in Table 1, is $65,620.
5. If Avolve Insights is discontinued after Year 1, all subsequent pricing will be subject solely to a 3% annual increase, as reflected in Table 2.

Subscription Term and Fees

The initial term of the SaaS subscription is 36 months, from March 1, 2026 through February 28, 2029. Following the initial term, subscription fees will be subject to an annual increase of 3%, unless otherwise amended by agreement. Professional services fees shall be as set forth above.

Billing and Payment Terms

100% of SaaS and Subscriptions shall be invoiced upon execution of Agreement. Services will be billed monthly on a Time and Material Basis. Payment for the remaining amount is due net thirty days (30) from invoice after work has occurred. Payment via EFT. Travel and Expenses are not included in this total and will be invoiced as incurred.

Additional Subscription Scope

The Customer's deployment for Roseville, California includes access to the following features and capabilities, as configured and made available by the Supplier pursuant to the applicable order and documentation: DigEplan and DPC; Compare and Overlay; Online Plan Submission (Digital Projects); Calibrated Measurements; Interactive Collaboration; Standard Comments; Audit Trail; Batch Stamping; Multi-Page File & Sheet Version Management; Role Based User Interface; Real Time Collaboration; Third Party Review Collaboration; Multi File Format Support; Corrections Management; Navigate; Automation APIs & Webhooks; Document Composer, MFA & SSO; stand-alone Excel document Comment Letter; and related core functionality. This agreement also includes

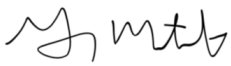
the use of unlimited user licenses strictly for the use of Roseville, CA and third-party contractors operating for Roseville, CA.

Included in this Agreement are 3 tickets to the 2026 Avolve Inspire Conference, hosted in Park City Utah, April 13-15, 2026. Custom Ticket discount codes will be provided for registration.

The deployment further includes Data Warehouse Connection, DigEplan Digital Certificates, Avolve Insights, and Avolve AI, subject to the terms herein. Avolve Insights may be discontinued by Customer following the first contract year, effective at the beginning of the first renewal term (i.e., the second contract year). If Customer elects to discontinue Avolve Insights, Customer must provide written notice of such discontinuation at least thirty (30) days before the applicable renewal date. Absent such notice, the Customer's subscription to Avolve Insights shall automatically continue for the subsequent renewal term, as reflected in Table 1.

Terms and Conditions

By signing below, the parties indicate their agreement to this Order Form, the Terms and Conditions attached below, and any additional attachments to this Order Form (collectively, the "Agreement"). By signing below, Customer acknowledges and agrees that it has reviewed and accepts the Terms and Conditions and other attachments hereto.

Signed on behalf of the City of Roseville, CA	Signed ..... Print Name ..... Position ..... Date .....
Signed by on behalf of LCT SOFTWARE, an Avolve Company	Signed  ..... Print Name George Mastakas ..... Position Chief Revenue Officer ..... Date 5-14-2026 .....

Terms and Conditions

Between

LCT Software
(an Avolve Software Company)

and

City of Roseville, CA

These Terms and Conditions (these "Terms"), together with the Order to which these Terms are attached and any additional exhibits or attachments to the Order or these Terms (collectively, this "Agreement") are entered into as of the date of last signature (the "Effective Date") by and between Lifecycle Technologies, LLC, d/b/a LCT Software, a Florida limited liability company principally located at 4500, 140th Avenue North Suite, 101 Clearwater, FL 33762 (the "Supplier"), and City of Roseville, California, 311 Vernon Street (the "Customer".)

Background

a) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet for the purpose of subscribers.
b) The Customer wishes to use the Supplier's service in its business operations.
c) The Supplier has agreed to provide, and the Customer has agreed to take and pay for, the Supplier's service subject to the terms and conditions of this Agreement, including these Terms.

Agreed terms

1. Definitions. Unless otherwise defined in these Terms, capitalized terms used herein have the same meanings as set out in the Exhibits to this Agreement (including any supplements or attachments thereto).

1.1. "**Optional Services**" refers to certain optional add-ons to the Subscription Service as may be offered by the Supplier from time to time.

1.2. "**Professional Services**" refers to the implementation Partner's training, configuration and related services as set out in the Professional Services Terms.

1.3. "**Professional Services Terms**" refers to those additional Professional Services Terms and Conditions by the Partner to the Customer, outlined in a separate agreement.

1.4. **"Subscription Service"** refers to DigEplan's cloud-based service designed to provide government entities with Integrated Electronic Plan Review.

1.5. **"Subscription Terms of Service**" refers to the Subscription Terms of Service attached hereto at Exhibit C.

2. Procurement of Services

Customer may purchase the Subscription Services by submitting orders in a form designated or approved by the Supplier (each, an "**Order**"); accepted forms of Order submission may also involve procuring the Subscription Services from the Partner, at the discretion of the Partner and Customer.

Upon Order acceptance and subject to Customer's payment of the corresponding Subscription Services Fees, the Supplier will make the Subscription Services available to Customer.

2.1. **Governing Terms**. The Subscription Service will be subject to this Agreement, including the Subscription Terms of Service, for the Subscription Period and for the number of End Users as specified

in each Order. Any Optional Services will also be subject to this Agreement or such other documentation as designated by the Supplier.

2.2. **Order Acceptance**. No Order for Services will be deemed accepted by the Supplier unless and until the Supplier accepts such Order in writing. Any terms and conditions contained in any quote, invoice, purchase order or Order that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by the Supplier with explicit reference to the accepted terms and conditions. All Orders will reference these Terms. Upon acceptance of an Order as provided above, it will become part of this Agreement.

2.3. **Adding Products**. If Customer desires to add additional products that are permitted for use in the Subscription Service, a new Order must be issued for the additional Products. The Supplier may, in its discretion, allow or require the initial Subscription Period of newly-purchased subscriptions to be adjusted to expire or renew simultaneously with Customer's pre-existing subscription(s).

2.4. **Optional Services**. Purchase of Optional Services from the Supplier will be subject to any price quote the Supplier provides to Customer and the Order procedure described above. As designated by the Supplier at the time of Customer's purchase, use of the Optional Services may be subject to additional terms and conditions beyond or in lieu of those in Exhibit C.

3. Fees and Payment for Services

3.1. **Fees**. Customer will pay all fees for the Services per the prices quoted to Customer by the Supplier and finalized via an Order, Unless expressly set out in an Order, price increases will not apply to any Order that has already been accepted by the Supplier. Except as otherwise agreed by the parties in writing, Services Fees are quoted and payable in United States dollars, and Customer's payment obligations are non-cancelable, and Fees paid are non-refundable.

3.2. **Invoicing and Payment**. The Supplier will invoice Customer in advance for the Services unless otherwise expressly agreed by the parties.

3.3. **Subscription Service fees** are due upon invoice and payable within thirty (30) days of the invoice date. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Products part-way through an existing Subscription Period, and the initial Subscription Period for the additional Products is adjusted as described in Section 2.3, then the Subscription fee for such additional quantity will be pro-rated accordingly. Optional Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order or governing terms. Subscription Service fees will be subject to an automatic annual increase by the percentage of the prior year's Subscription Service fees (the "**Uplift**") listed in the Order.

3.4. **Billing Info & Overdue Charges**. Customer is responsible for keeping the Supplier accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

3.5. **Overdue Payments**. If any amount owing by Customer under this Agreement for any of the Services is thirty (30) or more days overdue, the Supplier may, without limiting the Supplier's other rights and

remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order) so that all such obligations become immediately due and payable, suspend the Subscription Service and/or stop performance of the Professional Services until such amounts are paid in full.

3.6. **Taxes**. The Supplier's Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Supplier has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides the Supplier with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, the Supplier is solely responsible for taxes assessable against it based on the Supplier income, property and employees.

3.7. **Piggyback procurement**. Customer reserves the right to extend the terms and conditions of this solicitation to any and all other agencies be it federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non- profit agencies providing services on behalf of government, and/or state.

4. Term and Termination

4.1. **Term of Agreement**. Unless terminated earlier in accordance with Section 4.2, this Agreement commences on the Effective Date and will continue until terminated as set forth below:

4.1.1. **Subscription Service Term**. The Subscription Terms of Service at **Exhibit C** will commence on the date listed under Subscription Term in the Order or, if provisioning of software takes place more than two (2) weeks after such subscription date, the subscription start date will be updated to the provisioning date and communicated to the Customer via email. The initial subscription period will last for 3 Years (the "**Initial Subscription Period**"). Thereafter, the Subscription Term will automatically renew for additional one-year periods (each a "**Renewal Subscription Period**") unless and until either party gives written notice of non-renewal at least sixty (60) days in advance of the end of the then-current subscription period. Customer must send written notice of non-renewal to **Accounts@lctsoftware.com**. Should Customer not provide written notice of non-renewal at least sixty (60) days in advance, then Customer is obligated to pay for the subsequent Renewal Subscription Period in full.

4.2. **Termination.** Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach. The Services will be subject to additional termination provisions if and as designated in the respective Exhibits to these Terms.

4.3. **Effect of Termination**. Termination or expiration of this Agreement will not terminate any then-current Customer Subscriptions to the Subscription Service (which will continue to be governed by the terms of **Exhibit C**, including the termination provisions set forth therein); provided, however, that in the case of termination of this Agreement by the Supplier for Customer's uncured breach of this Agreement, the Supplier may simultaneously terminate any such Subscriptions. Subject to the Professional Services Terms, termination of this Agreement will terminate all on-going and planned Professional Services.

5. Additional Customer Terms.

This Agreement shall not be construed as creating any debt by or on behalf of the Customer and all obligations of the Customer are specifically contingent upon continued appropriations for payment hereunder. Accordingly, and in addition to any other authority to terminate this Agreement, if the governing body of Customer does not appropriate funds to continue paying for the goods and services to be provided under this Agreement, Customer may then terminate this Agreement as of the last day for which funds were appropriated. Unless provided otherwise by law or by this Agreement, Customer shall be obligated to pay all charges incurred before such a termination of this Agreement.

6. General

6.1 The parties acknowledge that the terms of each of the Exhibits to these Terms (inclusive of any supplements or attachments thereto), including, but not limited to, the disclaimers, limitations of liability, and other general provisions thereof, are incorporated into and form a part of this Agreement.

6.2 In the event of a direct conflict between the body of these Terms and the terms of the Exhibits hereto, the terms in the body of these Terms will govern. Each party specifies its address set forth above for receipt of notices under this Agreement. This Agreement may be signed in one or more identical counterparts, each of which will be an original, but all of which together will constitute one instrument.

Exhibits List:

Exhibit A - Standard Support Policy

Exhibit B – Service Level Commitment

Exhibit C – Subscription Terms of Service

Exhibit A

Standard Support Policy

This LCT Software SaaS Support Policy ("**Support Policy**") is a policy governing the use of DigEplan's software-as-a-service products (the "**Service(s)**") under the terms of the Agreement between LCT Software, LLC and its affiliates ("**LCT Software**", "**us**" or "**we**") and the purchaser of DigEplan's Service ("Customer"). This Support Policy may be updated from time to time by LCT Software at its sole discretion.

General Requirements and Hours of Operation

Ticketing Support: LCT Software will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonably efforts to answer questions and resolve problems regarding the Subscription Service during normal business hours of Monday-Friday, 8:00 A.M. until 5:00 P.M Pacific.

Telephone and E-mail Support: DigEplan's Customer Support Department, a live technical support facility, will be available to Customer from 8:00 A.M. until 5:00 P.M Pacific Monday through Friday, excluding LCT Software's observed holidays.

Online Support Material: Available twenty-four (24) hours, seven (7) days a week, LCT Software will make available to Customer certain technical information in DigEplan's online support database.

Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at LCT Software's discretion. LCT Software is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, LCT Software will schedule Updates during non-business hours and will provide Customers with advance notice of all Updates.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Third Party Product Support

If any third-party software is not supplied by LCT Software, LCT Software disclaims all support obligations for such third-party software, unless expressly specified by LCT Software in Customer's Agreement.

Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to Customer's or any End User's or third party's misuse of the Services; (b) Support during times outside of LCT Software regular business hours stated above; (c) Support necessitated by external factors outside of LCT Software's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (d) Support of or caused by customizations (if outside of LCT Software's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User; (e) Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within LCT Software's direct control); (f) Support to resolve or work-around conditions which cannot be reproduced in LCT Software's support environment and (g) Support of any software add-ons supplied together with the Service (except where specified in the Agreement). Any support services falling within these Support Exclusions may be provided by LCT Software at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by LCT Software.

Support Classifications

Error Classification	Criteria
Critical Severity Issue (Priority 1)	The Service is down or there is a major malfunction (deeming Service non-functional or severely affected), resulting in a business revenue loss and impacting the Service functionality for a majority of users. No reasonable workaround exists.
High Severity Issue (Priority 2)	High loss of Service functionality or performance, impacting the Service functionality for a high number of users (e.g. Service response is very slow, day to day operations continue, but are impacted by the issue). No reasonable workaround available or the workaround is impractical.
Medium Severity Issue (Priority 3)	Moderate loss of Service functionality or performance, impacting multiple users. A convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Low Severity Issue (Priority 4)	Minor loss of Service functionality or feature in question.

Functional Definitions: For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Response Time: LCT Software shall use commercially reasonable efforts to respond to error reports in accordance with the table set forth below. LCT Software will use reasonable means to repair the error and keep Customer informed of progress. LCT Software makes no representations as to when a full resolution of the error may be made.

Error Classification	Initial Response and Acknowledgement	Updates	Resolution Goal
Critical	1 Business Hour	Daily	LCT Software will put forth our best effort to provide a workaround, fix, or estimated completion date within seventy-two (**72**) hours after the problem has been diagnosed and/or replicated.
High	4 Business Hours	Weekly	LCT Software will put forth our best effort to provide a workaround or fix or estimated completion date within four (**4**) business days after the problem has been diagnosed and/or replicated.
Medium	8 Business Hours	As available	LCT Software will put forth our best effort to provide a workaround or fix or estimated completion date within seven (**7**) business days after the problem has been diagnosed and/or replicated.
Low	24 Business Hours	None	Resolution for the Issue may be released as a patch set or be incorporated into a future schedule release of the product.

Exhibit B

SERVICE LEVEL COMMITMENT

This SaaS Service Level Commitment ("SLC") is a policy governing the use of LCT software-as-service products (individually or collectively, the "Service" or "DigEplan") under the terms of the LCT Software Master Services Agreement (the "Agreement") between LCT Software and its affiliates ("LCT Software", "us" or "we") and the purchaser of LCT Software's Subscription Service ("Customer").

Unless otherwise provided herein, this SLC is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement. LCT Software reserves the right to change the terms of this SLC in accordance with the Agreement.

Definitions

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Service was Unavailable. Measurement of the Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLC Exclusion.

"Service Credit" is a dollar credit, calculated as set forth below, that LCT Software may credit back to an eligible Customer account.

"Unavailable" means, as applicable: (i) Customer is repeatedly unable to log into the Service; (ii) Customer experiences repeated connection request failures; (iii) Customer experiences lack of connectivity of external, public instances or sites lasting for more than ten (10) minutes;

The foregoing events must be verifiable or replicable by LCT Software or its designee. Availability of Accela APIs which are used by DigEplan to connect, is expressly excluded from this SLC.

Service Commitment

LCT Software will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.9%, in each calendar month of the Subscription Period (the "Commitment"). In the event the Service does not meet this Commitment, Customer will be eligible to receive a Service Credit as described below.

Scheduled & Emergency Maintenance

LCT Software will maintain certain scheduled maintenance windows during which regular, planned maintenance of the Service may be performed. LCT Software will use commercially reasonable efforts to provide Customer with no less than twenty-four (24) hours' notice prior to Services unavailability due to planned maintenance. LCT Software's standard maintenance window will generally fall between the hours of 12:00 AM (00:00) and 5:00 AM [05:00] on a day of our choosing, local time.

In exceptional circumstances where updates may take more time than the weekly time slot, it may be necessary to run updates over w-ends.

LCT Software will endeavour to provide as much notice as is practicable under the circumstances for patches, updates, fixes and other emergency maintenance activities which may be applied on an urgent basis.

LCT Software will provide three (3) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

Service Credits Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	2%
Less than 99.0%	5%

LCT Software will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from LCT Software.

Service Credits may not be transferred or applied to any other account.

Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by LCT Software to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLC.

Service Credit Requests

To receive a Service Credit, Customer must submit a claim in writing to accounts@lctsoftware.com

To be eligible for a Service Credit, the claim must be received by LCT Software in the calendar quarter in which the incident occurred and must include:

- the words "SLC Credit Request" in the subject line;
- the dates and times of each Unavailability incident that Customer is claiming; and
- the quantity or scope of affected Users (as indicated by User ID, number of departments or similar metric);
- Supporting evidence from the support service desk

If the Monthly Uptime Percentage of such Service Credit request is confirmed by us and is less than the Service Commitment, LCT Software will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by LCT Software. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

SLC Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the Service or any Service performance issues: (i) caused by factors outside of LCT Software's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (ii) that result from customizations (if outside of LCT Software's best practice recommendations), configuration changes by or on behalf of Customer or any End User; (iii) that result from Customer's or any End User's or third party's equipment, software or other technology or integrations (other than third party equipment within LCT Software's direct control); (iv) that result from any maintenance as provided for pursuant to the above terms; or (vii) arising from our suspension or termination of Customer's right to use the Service in accordance with the Agreement (collectively, the "SLC Exclusions"). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, LCT Software may issue a Service Credit with consideration to pertinent factors as assessed by LCT Software in its sole discretion.

EXHIBIT C

Subscription Terms of Service

Purchase or use of the Service (defined below) is subject to these Subscription Terms and Conditions (these "**Terms**").

1. DEFINITIONS

"**Agreement**" means these Terms and, if applicable, the written master service agreement or other written agreement between Customer and LCT Software that incorporates these Terms by reference.

"**Communication Data**" means any and all information transmitted, shared, or exchanged between Customer and any End User, or between End User and any third party (including any third-party network or website), using the Service, with respect to any transaction or other communication enabled by the Service, but excluding Security Data.

"**Customer**" means the entity that purchases a subscription to the Service, directly from LCT Software or through an authorized reseller, distributor, or other channel partner of LCT Software.

"**End Users**" means individuals who are authorized by Customer to use the Service and for whom Customer has purchased a subscription to the Service. End Users may include but are not limited to Customer's employees, contractors and agents. Each End User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Service.

"**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

"**Optional Services**" mean the optional add-ons to the Service that may be available for purchase either directly from LCT Software or through an authorized reseller or partner of LCT Software, as more particularly described or identified in the applicable Order.

"**Order**" means written orders to purchase subscriptions to use the Service (or, where applicable, to purchase Optional Services).

"**Security Data**" means any and all information provided by Customer or any End User to establish secure transmissions through use of the Service, including but not limited to personal information, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.

"**Service**" or "**Subscription Service**" means the cloud-based network security service(s) for which Customer has obtained a subscription either directly from LCT Software or through an authorized reseller or other partner of LCT Software, as more particularly described in the applicable agreement or order under which such subscription was obtained. If and as designated in the Specifications, the Service may be inclusive of application programming interfaces (APIs) developed by LCT Software to enable interaction and integration with the Service. Unless otherwise specified herein or other applicable contractual terms, all references to "Service" will be deemed to include any and all Optional Services.

"**Software**" means any software (including client software for End Users' devices) that LCT Software makes available for download or otherwise provides for use with the Service.

"**Specifications**" means the key features and functionality of the Service as described in the then-current user documentation for the Service or in this Agreement.

"**Subscription Period(s)**" means the duration of Customer's and End Users' active, paid access to the Service, as designated in the Order(s).

"Supported Modification" means a configuration of or modification to the Service requested by Customer that can be consistently supported by LCT Software via APIs, does not require direct database changes and is capable of being tested and maintained by LCT Software.

2. AUTHORIZED USERS. Only End Users may access or use the Service under Customer's account. Each End User may use any reasonable number of compatible devices for purposes of accessing the Service; provided that, LCT Software reserves the right to determine whether a number of devices is reasonable and, in its sole discretion, to place a corresponding cap on the number of devices. Unless expressly authorized by LCT Software, End User subscriptions cannot be shared or used by more than one individual but may be permanently reassigned to new End Users.

3. USE OF THE SERVICE

3.1. **LCT Software's Responsibilities**. LCT Software will: (i) provide to Customer support related to the Service in accordance with the LCT Software Support Terms accessible at **https://zdrive.eu/gVe** (which URL location and content may be updated from time to time by LCT Software) and (ii) provide the Service only in accordance with applicable laws and government regulations.

3.2. **Customer's Responsibilities**. Customer will (i) be responsible for meeting LCT Software's applicable minimum system requirements for use of the Service; (ii) be responsible for End Users' compliance with these Terms and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Communication Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Service under its account, and notify LCT Software promptly of any such unauthorized access or use, and (v) use the Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by LCT Software to Customer.

3.3. **Prohibitions.** Customer will not, and will ensure that its End Users do not, (i) make the Service available to anyone other than End Users; (ii) sell, resell, rent, lease or transfer the Service in whole or in part to any third party (including Customer affiliates) without the express permission of LCT Software and execution of designated transfer documentation; (iii) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights; (iv) use the Service to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (vi) attempt to gain unauthorized access to the Service or any related systems or networks; or (vii) obtain intellectual property rights to the use of any component of the Services (inclusive of APIs).

3.4. **Software**. End Users may need to download and install client Software (as made available by LCT Software or other third party authorized by LCT Software) on each device through which they intend to use the Service. All use of such Software will be governed by terms of the applicable license agreement or terms of use that accompanies or is made available in connection with the Software. Customer acknowledges that each End User (or authorized Customer representative) must accept such license agreement, and have Service-compatible device(s), to download, install, and/or use the Software. Nothing in these Terms will be deemed to grant to Customer rights of any kind in the Software.

3.5**. Security Data and Privacy**. Customer understands that failure to protect Security Data may allow an unauthorized person or entity to access the Service. In addition, Customer acknowledges that LCT Software

generally does not have access to and cannot retrieve lost Security Data. If Customer loses Security Data, Customer may no longer have access to the Service. Customer agrees that: (i) Customer (or its End User) is solely responsible for collecting, inputting and updating all Security Data; (ii) LCT Software assumes no responsibility for supervision, management or control of Customer's and End Users' Security Data; and (iii) LCT Software assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Service.

4. **PROPRIETARY RIGHTS**

4.1. **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, LCT Software reserves all rights, title and interest in and to the Service and any associated Software and documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. **Restrictions**. In addition to the other prohibitions set forth in these Terms, Customer will not and will ensure that its agents do not (i) create derivate works based on the Service, (ii) copy, frame or mirror any part or content of the Service, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with LCT Software's applicable documentation, (iii) reverse engineer the Service, or (iv) access the Service (inclusive of any APIs) in order to build or patent a competitive product or service or to copy any features, functions or graphics of the Service.

4.3. **Communication Data Ownership**. Customer reserves all its rights, title and interest in and to the Communication Data. No rights are granted to LCT Software hereunder with respect to the Communication Data, except that LCT Software may (i) store, copy, process, and transmit such Communication Data for purposes of providing the Service to Customer and (ii) otherwise utilize Communication Data if and as permitted by LCT Software's Privacy Policy.

4.4. **Customer Suggestions**. Customer grants LCT Software a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service (or LCT's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or End Users relating to the operation or features of the Service.

5. **CONFIDENTIALITY**

5.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is available to the public pursuant to applicable law.

5.2. **Protection**. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement and LCT Software's Privacy Policy, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with these Terms.

5.3. **Compelled Disclosure**. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled

disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

6. **WARRANTIES AND DISCLAIMERS**

6.1. **Specifications.** Subject to the limitations set forth below, LCT Software warrants that the Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and LCT Software's entire liability for any breach of the foregoing warranty, LCT Software will use commercially reasonable efforts to modify the Service so that it conforms to the foregoing warranty.

6.2. **Disclaimers**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LCT SOFTWARE DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND LCT SOFTWARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LCT Software will not be responsible to the extent failure of the Service to operate as warranted is caused by or results from: (i) any modification to the Service other than a Supported Modification; (ii) combination, operation or use of the Service with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than LCT Software or LCT Software's designee; (iv) use of the Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and LCT Software's user documentation for the Service or (v) any of the SLC Exclusions (as defined in Exhibit B, the Service Level Commitment).

7. **MUTUAL INDEMNIFICATION**

7.1**. Indemnification by Customer**. To the extent permitted by applicable law, Customer will defend (or settle), indemnify and hold harmless LCT Software, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim: (i) that a third party has suffered injury, damage or loss resulting from Customer's or any End User's breach of this Agreement, gross negligence or intentional misconduct; or (ii) arising out of Customer's or any End User's use of the Service in a manner that violates these Terms or applicable law. Customer's obligations under this Section 7.1 are contingent upon: (a) LCT Software providing Customer with prompt written notice of such claim; (b) LCT Software providing reasonable cooperation to Customer, at Customer's expense, in defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7.2. **Indemnification by LCT Software**. LTC Software will defend (or settle) any suit or action brought against Customer its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim: (i) that a third party has suffered injury, damage or loss resulting from LCT Software's or its personnel's breach of this Agreement, gross negligence, or intentional misconduct; (ii) arising out of LCT Software's or its personnel's use of the Service in a manner that violates these Terms or applicable law; or (iii) that the Service, as provided by LCT Software, infringes or misappropriates the Intellectual Property Rights of such third party. LCT Software's obligations under this Section 7.2 are contingent upon: (a) Customer providing LCT Software with prompt written notice of such claim; (b) Customer providing reasonable cooperation to LCT Software, at LCT Software's expense, in defense and settlement of such claim; and (c) LCT Software having sole authority to defend or settle such claim. LCT Software will have no liability for an infringement claim to the extent that the claim is based on any combination of the Service with products, services, methods, or other elements not furnished by LCT Software, or any use of the Service in a manner that violates this Agreement or the instructions given to Customer by LCT Software.

7.3. **Mitigation Measures.** In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) LCT Software's right to provide the Service is enjoined or in LCT Software's reasonable opinion is likely to be enjoined, LCT Software may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Service, by replacing or modifying the Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.3, LCT Software will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, to the portion of that Subscription period that is affected by the suspension or termination.

8. **LIMITATIONS OF LIABILITY.** EXCEPT THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 7.1 AND 7.2, MISAPPROPRIATION OR VIOLATION OF LTC SOFTWARE'S INTELLECTUAL PROPERTY RIGHTS, OR CUSTOMER'S FAILURE TO PAY AMOUNTS OWED TO LTC SOFTWARE, IN NO EVENT WILL EITHER PARTY'S LIABILITY TO OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE GREATER OF THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT, OR THE AMOUNTS AVAILABLE UNDER LTC SOFTWARE'S INSURANCE COVERAGE.

8.1. **Exclusion of Damages**. EXCEPT IN THE CASE OF MISAPPROPRIATION OR VIOLATION OF LTC SOFTWARE'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

8.2. **Security and Other Risks**. Customer acknowledges that, notwithstanding security features of the Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure.

Subject only to its limited warranty obligations set forth in Section 6, LCT Software will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or End Users use the Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will, to the extent permitted by applicable law, indemnify LCT Software and hold it harmless against those risks.

8.3. **Basis of Bargain**. THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS SECTION 8 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LCT SOFTWARE AND CUSTOMER AND WILL APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

9. **SUBSCRIPTION PERIOD AND TERMINATION**

9.1. Term of End User Subscriptions. End User Subscriptions purchased by Customer commence on the start date specified in the applicable Order and, unless terminated earlier in accordance with these Terms, continue for the term specified therein (the "Subscription Period"). A Subscription Period and/or pricing there on may be subject to

prorating where LCT Software deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by LCT Software and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Service will terminate at the end of the relevant Subscription Period.

9.2. **Termination or Suspension for Cause**. A party may terminate any Subscription for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, LCT Software may, at its sole option, suspend or terminate Customer's or any End User's access to the Service, or any portion thereof, immediately if LCT Software, in its sole discretion: (i) if suspects that any person other than Customer or an End User is using or attempting to use Security Data, (ii) suspects that Customer or an End User is using the Service in a way that violates these Terms and could expose LCT Software or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

9.3. **Effect of Termination**. Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing LCT Software to provide a copy of Customer's data and associated documents in a database dump file format. LCT Software will comply in a timely manner with such request, provided that Customer (a) pays all costs of and associated with such copying, as calculated at LCT Software's then-current time-and-materials rates; and (b) pays any and all unpaid amounts due to LCT Software.

9.4. **Surviving Provisions**. Sections 4 (Proprietary Rights), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 9.3 (Effect of Termination), 9.4 (Surviving Provisions) and 10 (General Provisions) of these Terms will survive any termination or expiration of this Agreement.

10. **GENERAL**

10.1. **Notice.** Except as otherwise specified in these Terms, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 10.1).

10.2. **Governing Law and Jurisdiction**. This Agreement and any action related thereto will be governed by the laws of the State of CA without regard to its conflict of law's provisions. The exclusive jurisdiction and venue of any action related to the Service or this Agreement will be the state and federal courts located in CA and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

10.3. **Compliance with Laws**. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit End Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction.

10.4. **Relationship of the Parties**. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

10.5. **Waiver and Cumulative Remedies**. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.6. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, or if it cannot be so modified, then severed, and the remaining provisions of this Agreement will remain in full force and effect.

10.7. **Assignment**. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of LCT Software. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.8. **Publicity**. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Service use, LCT Software may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on LCT Software's websites and marketing materials to identify Customer as LCT Software's customer, and for providing the Service to Customer; provided that, LCT Software will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

10.9. **Force Majeure**. The Parties will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from acts of God; flood, fire, earthquake or explosion; war or hostilities; terrorist threats or acts; cyberattacks; riot or other civil unrest; government order, law, or other acts of governmental authorities; embargoes or blockades; emergencies; epidemic or other illness outbreaks; or other circumstances or causes beyond the reasonable control of the Party. The impacted Party will promptly notify the other Party of such force majeure event and shall use reasonable efforts to reduce the consequences of the event and to resume performance of all relevant obligations as soon as possible.

10.10. **Entire Agreement.** These Terms, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of these Terms, and all such terms or conditions will be null.

PURCHASING FINANCE

SOLE SOURCE INSTRUCTIONS

1. Departments may request a waiver of the competitive bid/proposal process for either goods or services by submitting a "Sole Source Form" to Purchasing. Sole Source purchases are an exception to the competitive procurement function. The requesting department shall avoid sole source purchases whenever possible.

2. The Sole Source Form is not required when purchasing from existing public agency contracts that allow for "piggy-back" purchases and/or any other cooperative purchasing contracts as long as the contract complies with all provisions of Roseville Municipal Code Section 4.12.105. This form is also not required for professional services under the bid limit. For professional services above the bid limit, compelling reasons shall be provided on the form to support the request (see RFP Policy Section III, paragraph B).

3. The Sole Source Form is required for all sole source purchase requests valued at or over $5,000, including costs such as taxes, freight, and any other miscellaneous fees. The completed form must be attached to Purchase Requisitions (PR) for Purchase Orders (PO) and Contract Purchase Agreements (CPA). It must also be attached to Requests for Legal Services (Greenies) sent to the City Attorney's Office for the preparation of Professional Service Agreements (PSA) and Professional Design Service Agreements (PDSA).

4. If the sole source request is over the formal bid limit, then the end using department is responsible for submitting the Sole Source Form to the City Attorney's office for final review/signature after obtaining departmental signatures. The Department is also responsible for submitting the Council Communication into Novus after obtaining the proper signatures on this form. The original, signed Sole Source Form does not need to be included with your hard copy submittal to the City Clerk; however, a copy of the fully signed form needs to be attached in Novus as a non-public attachment.

5. The Sole Source Form is <u>never</u> to be used for emergency construction services or goods. Procurement of emergency construction services or goods over the bid limit must comply with Public Contracts Code Sections 1102, 20168, and 22050. Consultation with the City Attorney's Office is recommended.

<u>Approval process for Sole Source purchases:</u>

REQUIRED SIGNATURES:	
$5000 to $74,999.99	**At or Above Formal Bid Limit ($75,000)**
Requestor	Requestor
Division Manager	Division Manager
Purchasing Official	Department Head
	City Attorney
	City Manager (for professional services only)
	Council Approval

a) The criteria for a sole source justification, at a minimum, shall be as follows:

<u>Sole Source Definition</u>: a) There is only one known provider or distributor capable of providing a particular service or commodity required by the City. No other commodities or services are known to exist which perform the same function; or b) There is more than one provider or distributor capable of providing a particular service or commodity required by the City; however, certain compelling reasons require a specific vendor.

<u>Personal preference, history of dealing, or familiarity with a facility, good or service are not adequate justifications for a sole source purchase.</u> Independent research must be conducted by the end using department to support their request.

The Purchasing Official shall review sole source requests for conformity to the requirements of the City's Municipal Code and policies. Potential denial of a sole source request shall be discussed with the requesting Division Manager or Department Head. The City Attorney's Office shall review exceptions to these requirements and make the final determinations of approval or denial of sole source requests. Typically the Sole Source Form will be active for a one year period. The renewal process is one year from approval or through the coverage period of any multi-year contracts. If a contract has approval to be renewed annually without further City Council authorization, a new Sole Source Form is still required for each annual renewal.

PURCHASING FINANCE

SOLE SOURCE FORM

Requesting Department: Development Services
Name of Requestor: Chris Fanucchi

Division: Business & Administrative Services
Extension: 1353

Total Dollar Amount: $210,193.00

Vendor Name: LCT Software

Sole Source forms are not required for purchases less than $5,000

DEFINITIONS: Sole Source means that there is only **one** supplier who can provide the required product or service; or there may be more than one available supplier for a particular product or service; however, a ***sole provider*** is being selected based upon one or more of the following reasons:

Check applicable criteria and complete explanation section.

☒ *Standardization*: Sole Brand items are used in cases where the City requires the item(s) to standardize parts, design, quality, etc. with a particular brand or model. Sole Brand items may be items which perform a certain function for which no other items are known to exist. *(Explain below)*

☐ *Critical Schedule Requirements*: Supplier is the firm best able to meet critical schedule requirements. NOTE: This is not available for construction goods or services over the Council limit. (*Explain below)*

☐ *Specialized Test Facilities/Equipment*: Supplier is known to have facilities and/or test equipment which is highly specialized. *(Explain below)*

☐ *Patented, Copyrighted, or Licensed Item or Service:* The item or service is held under exclusive title, trademark or copyright by a private person or company. (*Attach letter from manufacturer authorizing specific supplier.)*

☐ *Distributorship*: Manufacturer defines limited or proprietary distribution channels, i.e., one designated vendor for the local sales territory. (*Attach letter from manufacturer authorizing specific supplier.)*

☐ *Professional Services Over Bid Limit (Requires City Manager and City Attorney approval):* Contracts for professional services not conducive to bidding (including, without limitation, contracts for engineering, architectural, accounting or legal services). Compelling reasons warrant an exception to the competitive procurement process. *(Explain below)*

Explanation: (Attach additional pages if needed.)
LCT Software is the sole provider of the electronic plan review software DigEplan, which has provided unique features and capabilities utilized by City staff to electronically review plans since March 2020. DigEplan is also highly integrated with, and customized for, the City's enterprise online permitting software, Accela.

Please note this request is for the renewal of an existing software subscription service that is currently integrated with the City's permitting system.

ADDITIONAL INFORMATION:

Vendor Name:LCT Software (an Avolve Company) Phone: (801) 707-8687

Contact Person:Jacob Byers Email Address: jbyers@avolvesoftware.com

Address: 21001 N Tatum Blvd, Ste 1630-503 Phoenix, AZ 85050

Define / Describe specific product(s) or service(s): ***required**

DigEplan is electronic plan review software that is fully integrated inside our enterprise online permitting software, Accela. It allows city staff plan reviewers to open, markup, and approve plans without leaving the permitting software interface.

AUTHORIZATION:

"I, the Undersigned, understand the City's requirement for competitive bidding. I also understand sole source purchases do not allow a competitive bid process. I have researched alternatives and other sources and have made a concerted effort to review comparable/equal equipment and sources. I believe, to the best of my knowledge, this sole source request to be justified and have found the supplier identified above to be the best source for this procurement action, with the agreed-upon pricing to be fair and reasonable and in the best interest of the City of Roseville for the utilization of its public funds."

Signature (Requestor): Chris Fanucchi Digitally signed by Chris Fanucchi Date: 2026.05.28 11:37:13 -07'00' Date: 5/28/2026

The signatures below certify that the information submitted on this form has been reviewed and has departmental approval. The final determination of sole source approval shall be made by the Purchasing Office in coordination with the City Attorney's Office. The City Attorney's Office or Purchasing Office should be the final signature received.

Division Manager Approval (required for purchases equal to or greater than $5,000)

Signature (Division Manager): Joe Allen Digitally signed by Joe Allen Date: 2026.05.28 11:39:21 -07'00' Date: 5/28/20226

Purchasing Signature is not required if over Council Limit

Purchasing Official Approval (required for purchases between $5,000 – $74,999.99)

Signature (Purchasing Official): _____ Date: _____

Department Head and City Attorney Approval (required for purchases equal to or greater than $75,000)

Signature (Department Head): Mike Isom Digitally signed by Mike Isom Date: 2026.05.28 13:42:54 -07'00' Date: _____

Signature (City Attorney): Joseph Speaker Digitally signed by Joseph Speaker Date: 2026.06.01 11:30:59 -07'00' Date: _____

City Manager and City Attorney Approval (required only for professional services equal to or greater than $75,000)

Signature (City Manager): _____ Date: _____

Signature (City Attorney): _____ Date: _____

Purchasing Use Only

PR Number: _____ *CPA/ PO Number:* _____ *Dollar Amount: $* _____

Buyer: _____ *City Council Approval Date:* _____ *Expires:* _____

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.47
File #: 0324 & 0214
Item ID: 2026-489

Title:	Assistance to Firefighters Grant Program - Grant Application
Contact:	Jordan Paul 916-774-5802 jpaul@roseville.ca.us

SUMMARY

Staff recommends approval for staff to submit an application to the U.S. Federal Emergency Management Agency (FEMA) for the FY2025 Assistance to Firefighters Grant for $511,217, with a ten percent matching funds requirement, or $51,121, to implement an updated Knox Box rapid entry system, and authorize the Fire Chief or designee to execute all related forms and agreements. An updated electronic system would improve security, accountability, and emergency response capabilities by allowing immediate deactivation of compromised keys without replacing physical locks. If awarded the grant, the matching funds would be provided by the Fire Department budget or the General Fund contingency budget.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to authorize staff to submit an application to the U.S. Federal Emergency Management Agency (FEMA) for the FY2025 Assistance to Firefighters Grant for $511,217, with a ten percent matching funds requirement, to implement an updated Knox Box rapid entry system, and authorize the Fire Chief or designee to execute all related forms and agreements.

BACKGROUND

The Roseville Fire Department is pursuing grant funding through the FEMA Assistance to Firefighters Grant (AFG) program to support replacement and modernization of the department's Knox Box rapid entry system infrastructure. Knox rapid entry systems provide secure, standardized access for emergency responders into commercial buildings, gated communities, and secured facilities during emergencies without forcing entry or causing property damage.

The current Knox key inventory and associated equipment are aging and increasingly difficult to support operationally. Modernization of the system would improve emergency response efficiency and building security while reducing delays during fire alarms, medical emergencies, hazardous materials incidents, and other critical responses. The project would allow for interoperability and regional coordination with neighboring agencies that utilize compatible Knox systems.

An additional driver for this project is the enhanced security electronic keys provide over the current mechanical key system. Under the existing system, if a Knox master key is lost, compromised, or stolen, the security integrity of the entire system is impacted. This can require replacement or re-keying of Knox cores citywide to maintain security. Historically, these costs are often passed on to individual property owners, creating a significant financial burden and eroding confidence in the Knox Box program. Transitioning to an electronic key management system would substantially reduce this risk by allowing electronic credential management, auditing, and rapid deactivation of lost or compromised keys without requiring replacement of physical locks throughout the city.

The proposed project includes procurement of updated Knox electronic lock cores, secure apparatus-mounted key management hardware, electronic access devices, and associated implementation costs.

FISCAL IMPACT

The total project cost is estimated at approximately $511,217, with a required local match of ten percent, or $51,121, under FEMA AFG cost-share requirements. If awarded the grant, the matching funds would be provided by the Fire Department budget or the General Fund contingency budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Jordan Paul, Division Chief

Ryan Harrigan, Fire Chief

ATTACHMENTS:

1. Resolution 26-242

REVIEWERS:

Jordan Paul, Fire Department	Created/Initiated - 5/27/2026
Deanna Schondelmayer, Fire Department	Approved - 5/27/2026
Ryan Harrigan, Fire Department	Approved - 5/27/2026
Kelly Aye, City Attorney Department	Approved - 6/4/2026
Katrina Six, City Clerk Department	Approved - 6/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

RESOLUTION NO. 26-242

APPROVING A GRANT APPLICATION TO THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE FISCAL YEAR 2025 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, AND AUTHORIZING THE FIRE CHIEF OR DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Roseville Fire Department is pursuing grant funding through the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) program to support replacement and modernization of the department's Knox Box rapid entry system infrastructure; and

WHEREAS, Knox rapid entry systems provide secure, standardized access for emergency responders into commercial buildings, gated communities, and secured facilities during emergencies without forcing entry or causing property damage; and

WHEREAS, the current Knox key inventory and associated equipment are aging and increasingly difficult to support operationally; and

WHEREAS, modernization of the system would improve emergency response efficiency and building security while reducing delays during fire alarms, medical emergencies, hazardous materials incidents, and other critical responses; and

WHEREAS, staff is requesting authorization to submit an application to FEMA for the FY2025 Assistance to Firefighters Grant for $511,217 in order to implement an updated Knox Box rapid entry system; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby authorizes staff to submit a grant application to the U.S. Federal Emergency Management Agency for the FY2025 Assistance to Firefighter Grant Program.

BE IT FURTHER RESOLVED that the City agrees to contribute a ten percent (10%) match of funds as required for acceptance of the grant funds.

BE IT FURTHER RESOLVED that the Fire Chief is hereby designated as an Authorized Agent to the Federal Emergency Management Agency for all matters pertaining to obtaining federal financial assistant and is authorized to execute all related forms and agreements to comply with all grant terms and conditions.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.48
File #: 0203-10
Item ID: 2026-488

Title:	Vegetation and Firebreak Management - Contract Purchase Agreement Amendment
Contact:	Eric Dexter 916-746-1769 edexter@roseville.ca.us

SUMMARY

Staff recommends approval of an amendment to a contract purchase agreement with Sperber Landscape Companies LLC dba Cagwin & Dorward LLC, in the amount of $100,000, increasing the not-to-exceed amount from $180,000 to $280,000, to provide weed abatement for firebreaks and vegetation management throughout the city. This is in the final year of a five-year agreement. Funding is included in the Parks, Recreation & Libraries budget in the General Fund and Open Space Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve Contract Purchase Agreement (3004647) Amendment #1 with Sperber Landscape Companies LLC dba Cagwin & Dorward LLC for vegetation management and firebreak installations, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City is required by Title 14 California Code of Regulation, per the California Department of Forestry and Fire Protection, to install firebreaks on City property before July 1st of each year. A minimum 30-foot firebreak is installed between residential structures and City-owned open space. The City has utilized a combination of City staff and contract staff to complete the task of firebreak installation. We install roughly 200 acres of firebreaks throughout the City, which consist of 125 locations. There are an additional 102 locations that include vegetation reduction and management for clearance, asset protection and other regulatory measures that will also be conducted as part of the project. Services in this contract may be utilized by Park Operations, as well as the Public Works and Environmental Utilities Departments. This is the final year of a five-year contract and there were additional locations as part of the contract that were not accounted for in the original estimated amount.

FISCAL IMPACT

The original amount of the contract purchase agreement for FY2025-26 is $180,000, and the amendment is requested to increase the agreement to an updated not-to-exceed amount of $280,000 in this final year of the agreement. Funding is included in the Parks, Recreation & Libraries budget in the General Fund and Open Space Fund.

ENVIRONMENTAL REVIEW

The proposed project involves minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and has been previously approved by the council on 5/19/2021 and has no changes except for the increase in funding. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
6. Deliver exceptional City services

Respectfully Submitted,
Eric Dexter, Parks and Open Space Superintendent

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 26-227
2. Contract Purchase Agreement 3004647 Cagwin & Dorward LLC
3. CEQA Exemption (Class 4)

REVIEWERS:

Eric Dexter, Parks, Recreation, and Libraries Department - Park Maintenance	Created/Initiated - 5/27/2026
Brian Castelluccio, Parks, Recreation, and Libraries Department - Park Maintenance	Approved - 5/27/2026
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 5/29/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

RESOLUTION NO. 26-227

APPROVING CONTRACT PURCHASE AGREEMENT AMENDMENT #1, BY AND BETWEEN THE CITY OF ROSEVILLE AND SPERBER LANDSCAPE COMPANIES LLC DBA CAGWIN & DORWARD LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Sole Source Contract Purchase Agreement (3004647) Amendment #1 for vegetation management and firebreak installations, by and between the City of Roseville and Sperber Landscape Companies LLC dba Cagwin & Dorward LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3004647

Supplier Details:

Company	Sperber Landscape Companies LLC dba Cagwin & Dorward LLC
Contact	Mario Renteria
Address	PO Box 6004
	Petaluma, CA 94955

Submit your response to:

Company	City of Roseville
Contact	Sue Jessup
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1107
Fax	(916) 746-1115
E-mail	SJessup@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3004647

Agreement	**3004647**
Agreement Date	**03-JUN-2025**
Change Order	**3**
Change Order Date	**20-MAY-2026**
Revision	**1**
Agreement Amount	**280,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Sperber Landscape Companies LLC dba
Cagwin & Dorward LLC
PO Box 6004

Petaluma, CA 94955
Phone: (916) 2005644
Fax: ()
Email: cagwin.ap@cagwin.com

Description of Labor, equipment and/or materials

AMENDMENT#1

Contract Purchase Agreement 3004647, which was executed 7/1/2025, is hereby modified as follows:

The agreement amount is modified from $180,000 to $280,000. The purpose of this modification is to allow additional vegetation management and firebreaks.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

For questions contact Shelby Craig in the PRL Department at (916) 746-1746 or by email at SCraig@roseville.ca.us.

*Total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11295	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
01-Jul-2025	**30-Jun-2026**	**Sue Jessup** Phone **1-916-746-1107**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Docusign Envelope ID: 2D2ABCE2-D7E7-862C-8107-3E4A76601A3E

COR Signature-City Manager

Supplier

Signature: DocuSigned by: Frank Annino FCDC4D2DBA09455...

Print Name: Frank Annino

Title: President

Date: 5/27/2026

Supplier

Signature: Signed by: Bill Bergstrom 55548832964F4F1...

Print Name: Bill Bergstrom

Title: CFO

Date: 5/27/2026

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

CITY OF ROSEVILLE
CALIFORNIA

Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Vegetation Management and Firebreak – Agreement for Services

Project Location(s): Citywide, City of Roseville, CA.

Project Description: The City of Roseville is required by Title 14 California Code of Regulations, per California Department of Forestry and Fire protection, to install firebreaks on City property prior to July 1st annually. A minimum 30-foot firebreak will be installed between residential structures and City-owned open space. The City has utilized a combination of City staff and contract staff to complete the task of firebreak installation. Approximately 125 locations (200 acres of firebreaks) will be installed throughout the City. An additional 102 locations will include vegetation reduction and management for clearance, asset protection and other regulatory measures. Services in this contract may be utilized by Park Operations, Public Works and Environmental Utilities Department.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Parks, Recreation and Libraries Department, Public Works Department, Environmental Utilities Department

Reason why this Project is Exempt: The proposed project qualifies for a Class 4 Categorical Exemption (CEQA Section 15304). Class 4 applies to minor alterations to land which will not remove healthy, mature, or scenic trees, which will not occur with the proposed vegetation management activities. Therefore the Class 4 Exemption is applicable.

Lead Agency Contact Person: Eric Dexter, Parks, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. (916) 746-1769.

Signature: Teri Shirhall Date: 05-05-21

Terri Shirhall, Environmental Coordinator
City of Roseville

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.49
File #: 0323
Item ID: 2026-490

Title:	School Resource Officers - Memorandum of Understanding
Contact:	Courtney Scurria 916-746-1051 CScurria@roseville.ca.us

SUMMARY

Staff recommends approval of the Memorandum of Understanding between the City and the Roseville Joint Union High School District for the School Resource Officers (SRO's). Their primary role is to investigate crimes that occur on campus or that involve the student population, educate and develop positive relationships with students and staff, monitor and enforce truancy laws and act as liaison with county agencies that also support and work with student populations, including probation, children's protective services, mental health, social service agencies and the courts. SRO's help school officials maintain a safe and secure learning environment on campuses. The net cost to the City is approximately $319,550 for 2026-2027, $303,490 for 2027-2028, and $287,030 for 2028-2029. Funding for the five SRO's is included in the Police Department's General Fund budget.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the Memorandum of Understanding (MOU) between the City of Roseville and the Roseville Joint Union High School District (RJUHSD) regarding School Resource Officers, and authorize the City Manager to execute it.

BACKGROUND

The Police Department assigns sworn police officers as School Resource Officers (SRO's), formerly known as Youth Services Officers, to high school campuses. SRO's are assigned to the Social Services Unit. SRO's investigate crimes that occur on campus or that involve the student population, educate and develop positive relationships with students and staff, monitor and enforce truancy laws and act as liaison with county agencies that also support and work with student populations including probation, children's protective services, mental health, social service agencies and the courts. SRO's help school officials maintain a safe and secure learning environment on campuses.

For the 2026-2029 school years, the City and the Roseville Joint Union High School District have agreed to assign SRO's to the District's five school campuses in Roseville, which are Oakmont High School, Roseville High School, Woodcreek High School, Adelante High School, and West Park High School.

FISCAL IMPACT

The City's cost for providing SRO's for the nine-month school year is approximately $165,175 per officer for salary and benefits and $27,204 for vehicle cost, for a total amount of $961,895 for five officers. This cost does not include the cost of uniforms or equipment. Costs to the City may increase with additional years, due to increase cost for salaries, benefits, and vehicles.

RJUHSD has agreed to offset the costs as follows:
2026-2027: Five Officers = $642,345

2027-2028: Five Officers = $658,405
2028-2029: Five Officers = $674,865

The net cost to the City is approximately $319,550 for 2026-2027, $303,490 for 2027-2028, and $287,030 for 2028-2029. Funding for the five SRO's is included in the Police Department's General Fund Budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Courtney Scurria, Police Lieutenant

Jeff Beigh, Police Chief

ATTACHMENTS:

1. Resolution 26-236
2. Memorandum of Understanding

REVIEWERS:

Mark Peinado, Police Department	Created/Initiated - 5/27/2026
Liz Luevano, Police Department	Approved - 5/27/2026
Jeff Beigh, Police Department	Approved - 5/27/2026
Kelly Aye, City Attorney Department	Approved - 6/3/2026
Katrina Six, City Clerk Department	Approved - 6/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-236

APPROVING A MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding regarding School Resource Officers, by and between the City of Roseville and the Roseville Joint Union High School, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Memorandum of Understanding is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day of _____, 20___, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND THE
ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT
REGARDING SCHOOL RESOURCE OFFICERS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this day of July 1, 2026, by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville Joint Union High School District, a public school district ("DISTRICT"); and

WITNESSETH:

WHEREAS, DISTRICT desires the Roseville Police Department ("RPD") to assign sworn police officers for service as School Resource Officers ("SROs") to high school campuses to assist DISTRICT in providing its pupils with safe and secure learning environments; and

WHEREAS, DISTRICT is willing to partially compensate CITY for CITY's operational costs in providing the SROs;

WHEREAS, CITY is willing to provide the SROs to perform regular duty law enforcement services in support of its social law enforcement goals; and

WHEREAS, any and all prior MOUs or agreements between CITY and DISTRICT are hereby repealed and replaced by this MOU.

NOW, THEREFORE, the parties agree as follows:

1. Law Enforcement Services.

1.1 CITY will provide one SRO at each of the following District sites: ***Woodcreek High School, Roseville High School, Oakmont High School, Roseville Pathways, and West Park High School,*** to perform regular duty law enforcement services during the schools' ***2026-2027, 2027-2028, and 2028-2029*** school calendars on student days of attendance and during the schools' normal hours of operation, typically defined as 8:15 a.m. to 3:45 p.m. on student days of operation; subject, however, to the availability of the SROs as determined by CITY as set forth in subsection (1.6).

1.2 The scope of work of the SROs shall be limited to those duties as described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference. Services to be performed by the SROs will primarily be at the specified DISTRICT sites but services will also include off-site work such as investigating reports involving juveniles enrolled at the school sites, checking for truant students and conducting juvenile probation searches.

1.4 The SRO will be reasonably familiar with the DISTRICT'S policies and regulations related to safety, student conduct, and discipline issues, including the DISTRICT'S Code of Conduct, Board Policies ("BP") and Administrative Regulations ("AR") 5132.6, 5142, 5145.11, 5145.12, 5145.13, and 3515.31.

1.5 SROs will typically work a 9/80 flex schedule with every other Monday or Friday being flexed. This includes paid time for both a physical training session and a lunch break, Monday through Friday; however, the SROs' work schedules and hours at the specified DISTRICT sites shall be at the discretion of the Chief of Police, or his/her designated representative.

1.6 For purposes of this MOU, "availability" shall be in the sole determination of RPD's Chief of Police, or his/her designated representative, taking into consideration any factors including, without limitation, the health of the SROs, vacations, shortage of manpower, required trainings and briefings, and duty assignment of SROs to higher priority matters. However, in specific instances of a SRO taking a leave of absence for more than one week, another available police officer will be assigned temporarily to the applicable school during such leave. RPD will communicate with and notify school site administration as soon as possible when a SRO will not be available on a student day of attendance. CITY shall advise the SROs to take into consideration the school vacation calendar when scheduling time off.

1.6 On an as-needed basis and subject to the availability of the requested SRO, DISTRICT may request law enforcement services by a SRO on an overtime basis immediately following the schools' normal hours of operations and on a call back basis at school functions later in the evenings and on weekends. At the beginning of each school semester, DISTRICT will provide to CITY a list of dates and times the SROs will be needed on an overtime basis. This list is subject to change based upon the mutual agreement of the parties. DISTRICT shall pay CITY in accordance with the overtime and call back rates then in effect for each SRO at the time of performance. After services have been rendered, CITY shall send DISTRICT an invoice for any overtime charges, which DISTRICT shall pay within thirty (30) days from the date of the invoice. Overtime charges shall be in addition to the annual payment required of DISTRICT pursuant to Section 2.

1.7 The parties agree that CITY retains control over assignments, wages and other terms and conditions of employment by CITY of the SROs. DISTRICT acknowledges that the SROs are held to the requirements of the law and RPD policy. DISTRICT agrees that it shall not have authority to direct the SROs' law enforcement activities. DISTRICT will immediately notify RPD's Social Services Sergeant or Social Services Administrator of any concerns regarding the SROs.

1.8 The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus. The parties understand and acknowledge that the SRO, as a law enforcement officer, can only detain or take into physical custody those individuals for whom there is reasonable suspicion or probable cause that a criminal offense has been committed. SRO will not be used to enforce California Educational Code violations unless they include a Penal Code violation as an element of the violation.

2. <u>Student Records.</u>

2.1 The parties agree that the SRO shall be deemed to be a "school official" for the performance of the SRO's duties on behalf of the DISTRICT. The SRO shall therefore be allowed access to student records, but the DISTRICT is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by DISTRICT policy, classroom assignments, attendance records, intervention records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

2.2 If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the DISTRICT may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

2.3 If confidential student record information is needed by the SRO, but no emergency situation exists, unless section 13.4 applies, the information may be released only upon the issuance of a subpoena, a court order, or written authorization of the parent/guardian.

2.4 Pursuant to Education Code section 48902, the principal or designee shall notify the

SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offense.

3. Law Enforcement Records and Juvenile Case File Information.

Pursuant to Welfare and Institutions Code sections 827, 828.1, and 828.3, certain law enforcement records, probation reports, and juvenile case file information may be provided to the DISTRICT Superintendent or his/her designee.

4. DISTRICT Payment.

4.1 It is understood and agreed by DISTRICT and CITY that DISTRICT will pay CITY less than full time cost of providing the SROs. To partially offset CITY's operational budget costs in providing SROs for the 2026-2027 through 2028-2029 school years, DISTRICT shall pay CITY the following:

2026-2027: five (5) SROs at one hundred twenty-eight thousand, four hundred eighty six dollars ($128,486) for a total of six hundred forty two thousand, three hundred forty five dollars ($642,345).
2027-2028: five (5) SROs at one hundred thirty one thousand, six hundred eighty one dollars ($131,681) for a total of six hundred fifty eight thousand, four hundred five dollars ($658,405).
2028-2029: five (5) SROs at one hundred thirty four thousand, nine hundred seventy three dollars ($134,973) for a total of six hundred seventy four thousand, eight hundred sixty five dollars ($674,865).

4.2 If CITY receives additional funding from a Federal or State agency to be used to address school safety, the DISTRICT's payment may be negotiated at the DISTRICT's request.

5. Term of Agreement.

This MOU shall commence upon execution and expire on June 30, 2029, unless terminated earlier in accordance with this MOU. The parties may elect to extend the MOU and may negotiate the term of any optional renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

6. Indemnification.

Each party shall defend, indemnify, and hold harmless from liability the other party, its officers, agents, and employees of and from all claims, damages, costs, liabilities, or expenses which any of them shall become obligated to pay by reason of liability imposed by law because of injury to or death of persons or damage to property caused or resulting from or arising out of the party's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this MOU, except those matters arising from the other party's sole or active negligence. The parties intend that this provision shall be broadly construed.

7. Insurance.

7.1 Each party hereto shall procure and maintain insurance policies or self-insurance programs to fund their respective liabilities under this MOU. CITY and DISTRICT agree to maintain the following coverages during the term of this MOU:

COVERAGE	LIMITS OF LIABILITY
Workers Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	Bodily Injury: $500,000 per person $1,000,000 per accident Property Damage: $100,000 per occurrence

7.2 Each party shall submit a certificate evidencing such coverage in a form satisfactory to the other party. Each party shall also provide a separate endorsement form or section of the policy showing the other party, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation.

8. Governing Agreement.

In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

9. Assignment.

This MOU and the rights and duties hereunder shall not be assigned in whole or in part without the express written consent of the parties.

10. Independent Capacity.

For purposes of this MOU, CITY and DISTRICT shall each act in an independent capacity and not as officers, employees or agents of the other. Nothing in this MOU establishes, constitutes or will be construed as establishing or constituting a partnership, agency or employment relationship between CITY and DISTRICT. Officers providing services under this MOU shall remain the employees of CITY, and shall not be employees of DISTRICT. CITY shall retain full authority to direct and control the activities of the SROs and supervise and discipline the SROs in accordance with CITY policies and procedures.

11. No Liability for Other Party's Officers.

Each party shall assume responsibility and liability for the acts of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, neither party shall be considered the agent of the other party. Each party shall be liable, if at all, only for the torts of its own personnel that occur within the scope of their official duties and for which liability may be imposed under the law.

12. No Third Party Beneficiary.

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

13. Termination of Agreement.

Either party may terminate this Agreement by giving the other party one (1) years advance written notice. In the event of termination, CITY shall be paid for all work performed to the date of termination, on a prorated basis.

14. Attorney's Fees; Venue; Governing Law.

If either party commences any legal action against the other party arising out of this MOU or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out

of this MOU shall be brought in Placer County, California, regardless of where else venue may lie. This MOU shall be governed by and construed in accordance with the laws of the State of California.

15. Modification.

This MOU and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

16. Severability.

If any of the provisions contained in this MOU are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the MOU as a whole.

17. Notices.

Any notices to parties required by this MOU shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Jeff Beigh
Police Chief
City of Roseville
1051 Junction Blvd.
Roseville, CA 95678

DISTRICT

Julie Winkel
Director, Student Services
Roseville Joint Union High School District
1750 Cirby Way
Roseville, CA 95661

Either party may amend its address for notice by giving notice to the other party in writing.

18. Integrated Agreement.

This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this MOU in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and DISTRICT has caused this MOU to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, a public school district

BY: _____
JOHN BECKER
Superintendent of Schools

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JEFF BIEGH
Police Chief

EXHIBIT "A"

Scope of Work

A. **Maintaining Safety, Order and Discipline**. SROs will maintain safety, order and discipline within their assigned school by:

1. Patrolling the assigned school buildings, grounds and surroundings
2. Conducting searches of students, vehicles and lockers when requested by school administration or when necessary in investigating criminal activity
3. Monitoring campus activity
4. Assisting school staff in preventing and eliminating violent conflicts
5. The SRO will work to prevent juvenile delinquency and campus violence through close contact and building positive relationships with students.
6. The SRO will conduct themselves in a manner that demonstrates a positive role model to students.
7. SROs shall wear a City supplied police uniform and operate a marked police patrol vehicle while on duty, unless otherwise authorized by RPD for a specific purpose
8. Provide assistance to school administrators, faculty, and staff upon request, in developing emergency procedures, emergency management plans, and participate with behavioral threat assessment and management (BTAM) protocols (BP 5132.6) to include prevention and/or minimization of dangerous situations, which may result from student conduct, unrest, or unauthorized intruders.
9. The SRO shall not be used for regularly assigned lunchroom duties, hall monitoring, or other monitoring duties. If there is a problem area, the SRO may assist the DISTRICT until the problem is solved.

B. **Maintaining Relationships with school staff.** The SRO will work to establish and maintain a collaborative partnership with the school and district administration in order to provide a safe school environment.

1. The SRO will regularly communicate with all school / district administration in an effort to share information, to extent allowed by law, discuss issues and address concerns of mutual interest.
2. Attend, whenever possible and at the invitation of the DISTRICT Superintendent or designee, faculty, student, administration, parent, and other meetings to provide information regarding the SRO program and provide opportunities for involvement and support. (school site safety meetings and district SRO / Probation Collaborative)

C. **Investigating Crimes on Campus**. SROs will investigate crimes on their assigned campuses by:

1. Conducting interviews of witnesses, victims or suspects
2. Collecting and packaging evidence, pursuant to RPD policy
3. Writing reports

4. Working collaboratively with school / district administration and sharing information, to the extent allowed by law
5. Developing intelligence on criminal activity in the schools and in the Community

D. **Community Relations**. SROs will establish relationships with students, parents and school staff by:

1. Monitoring the social and cultural environment around school sites to identify existing or emerging youth gangs.
2. Gang prevention and early intervention strategies shall be coordinated between the CITY and the DISTRICT.
3. Counseling students on an individual basis in a variety of areas
4. Counseling parents on parenting, drug awareness and the judicial system
5. Sharing information with school staff on drug awareness, laws and law enforcement
6. Assisting school administration with policy decisions regarding campus safety and discipline

E. **Instruction**. The SRO may become involved, as directed by the DISTRICT Superintendent or designee, with schools' curriculum and provide instructional presentations that enhance the students' understanding of the law enforcement mission and the responsibilities of citizenship.

1. Teaching classes or lecturing students as requested by teachers and with alignment CA state educational standards. Topic may include but are not limited to: opioid awareness, suicide prevention, targeted violence prevention, and human trafficking.
2. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom

F. **Truancy Laws**. SROs will monitor and enforce state truancy laws by:

1. Supporting attendance awareness campaigns
2. When deemed necessary by the SRO and reasonable under the circumstances, offering interventions, including needs assessments, home visits, and community resource outreach
3. Support school representation at the County SARB hearing if requested

G. **Liaison with other Agencies**. SROs will serve as a liaison between various Placer County departments, agencies, and students as appropriate, including, but not limited to, the following:

1. Probation
2. Child Protective Services
3. Mental Health Agencies
4. Law Enforcement and Court Agencies

H. **Training**.

1. SROs shall attend all State of California and RPD mandated training sessions, seminars and briefings. SROs will be absent from their designated school sites during such mandated training sessions, seminars and briefings.

2. Attend, whenever possible, schools and DISTRICT in-service training at the invitation of the DISTRICT Superintendent or designee.

3. The SROs shall make all reasonable and good faith efforts to advance the goals of education and promotion of positive relationships with law enforcement while on campuses; and to adhere to Board Policies, including but not limited to BP and AR 5132.6, 5142, 5145.11, 5145.12, 5145.13, and 3515.31, unless otherwise prohibited by law. In order to accomplish this goal, SROs are strongly encouraged to attend DISTRICT trainings as part of their job assignments, including but not limited to District-sponsored to include but not limited to: Crisis Prevention Intervention (CPI), PREPaRE, and Behavioral Threat Assessment and Management. The City of Roseville Police Department shall train the SRO according to applicable law enforcement standards.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.50
File #: 0323 & 0214 & 0201-01
Item ID: 2026-493

Title:	Sutter Roseville Medical Center Neighborhood Policing Program - Grant Award Agreement and Budget Adjustment
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

SUMMARY

Staff recommends approval of the Sutter Roseville Medical Center (SRMC) Neighborhood Policing Grant Award to provide a dedicated police officer presence on the SRMC campus, and approve a budget adjustment in the amount of $985,642 to the project budget. The budget adjustment increases revenue and expenditure budgets for the new award agreement of $938,794 in the General Fund, and increases revenue and expenditure budgets for the Fleet Operations and Fleet Replacement internal service funds totaling $46,848 for the maintenance and replacement cost of one patrol vehicle.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the Grant Award Agreement for the Sutter Roseville Medical Center (SRMC) Neighborhood Policing Program, and authorize the City Manager to execute the grant agreement on behalf of the City.

Staff also recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of $985,642 to the project revenue and labor budget of the Neighborhood Policing Grant Agreement SRMC Project.

BACKGROUND

In August 2020, the City Council approved the initial Sutter Roseville Medical Center (SRMC) Neighborhood Policing Grant Agreement, with a program start date of February 13, 2021. Approval of the attached third SRMC Grant Award Agreement will extend the program through February 12, 2028. The SRMC Neighborhood Policing program establishes a dedicated beat encompassing the SRMC campus, ensuring a consistent police presence seven days a week from 11:30 a.m. to 10:00 p.m. The assigned officers remain available for citywide response as needed; the grant award will allow for better allocation of Patrol resources.

FISCAL IMPACT

The recommended budget adjustment totals $985,642, establishing the revenue and expenditure budgets for the new award agreement of $938,794 in the General Fund, and increases revenue and expenditure budgets of the Fleet Operations and Fleet Replacement internal service funds totaling $46,848 for the maintenance and replacement cost of one patrol vehicle.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world
6. Deliver exceptional City services

Respectfully Submitted,
Mark Peinado, Management Analyst

Jeff Beigh, Police Chief

ATTACHMENTS:

1. Resolution 26-228
2. Agreement
3. Ordinance 7082

REVIEWERS:

Mark Peinado, Police Department	Created/Initiated - 5/28/2026
Liz Luevano, Police Department	Approved - 5/28/2026
Jeff Beigh, Police Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/8/2026

RESOLUTION NO. 26-228

APPROVING A GRANT AWARD AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SUTTER ROSEVILLE MEDICAL CENTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Grant Award Agreement for the Sutter Roseville Medical Center Neighborhood Policing Program, by and between the City of Roseville and Sutter Roseville Medical Center, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

NEIGHBORHOOD POLICING
GRANT AWARD AGREEMENT

Sutter Valley Hospitals, a California nonprofit public benefit corporation d/b/a Sutter Roseville Medical Center ("Hospital") is pleased to announce the annual grant award of up to $474,908.80 ("Grant") to the Roseville Police Department ("RPD") for the purpose of implementing a neighborhood policing program including police officer presence and patrol as further described herein. Hospital's actual payments to RPD will vary with officer staffing levels provided by RPD, as further set forth in Section 4.1. Hospital and RPD agree that this Grant will be subject to the following terms and conditions ("Agreement").

The Goal of the Program:

The goal of the program is to develop a comprehensive neighborhood policing program within the area encompassed below, including police officer presence and patrol within Hospital's Sutter Roseville Medical Center Campus located on Medical Plaza Drive (the "Facility"), with an emphasis in/at the Emergency Department located at 1 Medical Plaza Drive.



Objectives of the Program:

A. Using a Community Oriented Policing philosophy, RPD will provide law enforcement resources at Hospital's Facility, including police officer presence and patrol within Facility and surrounding area, primarily in its emergency department including the following:

1. RPD will provide training seminars, as requested by Hospital and mutually agreed by the parties, to enhance personal safety and awareness.
2. RPD will assist security staff in providing police services for the Hospital campus and immediate surrounding area.
3. RPD will develop working relationships with the Hospital staff and the local area surrounding the campus to assist in developing community-based policing practices consistent with the needs of the area.

Hospital and RPD further agree as follows:

ARTICLE 1
GENERAL OBLIGATIONS OF RPD

1.1 Program. RPD agrees that the neighborhood policing program ("Program") will be consistent with the services set forth in the Goals and Objectives stated above, which are incorporated into this Agreement by this reference, as requested by Hospital. At all times when performing services under the Program, the RPD uniformed officers ("Officers") shall be subject to and required to comply with the rules and regulations of the City of Roseville Police Department. Officers performing under the Program at the Facility are expected to remain at the Facility, with the exception of the following circumstances:

1. An emergency as determined in RPD's discretion to include emergency calls for service in the immediate area of the Facility or response to critical incidents (i.e. Officer assigned to the program is subject to call out for specialized response such as SWAT).
2. While performing responsibilities related to an on-campus event that require the Officer to leave the Facility (e.g., transporting suspect arrested on campus to jail) or engaging in community-based policing as referenced above.

1.2 Supplies and Equipment. RPD shall provide, at its own expense, all equipment, supplies and materials necessary to perform the Program, and Hospital shall provide no supplies and equipment, with the exception of funding for a vehicle, as set forth below. The Hospital will provide funding for one police vehicle for the following costs:

1. Recurring yearly vehicle replacement cost of $15,000
2. Yearly vehicle fuel cost of $8,424

The funding amounts set forth in this Section 1.2 are part of the total Grant amount identified above.

1.3 Supervision and Direction of Personnel. All Officers used to perform the Program shall be employees of RPD. RPD shall determine the wages, working hours and other working conditions for such Officers, and shall monitor and control the quality of their work performance. Should performance or misconduct issues be identified and confirmed to have occurred with a particular RPD Officer, the Hospital reserves the right to have RPD immediately remove the RPD Officer identified to have engaged in such activity. Hospital agrees that it shall not have authority to direct the assigned officers' law enforcement activities and that the officers are held to the requirements of all Federal and State laws as well as to the requirements of RPD policy and procedure. If an Officer leaves the premises, the Officer shall advise the Protective Services Site Lead Officer and maintain radio contact with Protective Services personnel.

Should any questions arise over shifts or allocation of Officers to the Facility, the Hospital shall have its Department of Protective Services Manager contact the RPD Lieutenant assigned to the Program in an effort to informally resolve any questions. Should the Department of Protective Services Manager and assigned RPD Lieutenant be unable to resolve an issue, the parties may resort to the good faith, dispute resolution methods set forth below in Section 5.19, in an effort to resolve any remaining questions.

1.4 Required Hours, Shifts, and Staffing. Consistent with the Goals and Objectives set forth above, and commencing on the Effective Date, the RPD shall provide Officers for one (1) shift per day (subject to the lunch and physical fitness time described in this paragraph) as follows:

1. Officers will be assigned work hours at the Facility in conjunction with the RPD-RPOA MOU which outlines a 3-day work week-11-hour shift/4 day work week-11 hour shift rotation basis such that one team of officers will work Wednesday through Friday and every other Tuesday while the second team off officers will work Saturday through Monday and every other Tuesday. The schedule includes a nine-hour training day for Department-wide training to be incurred on a day when officers are not assigned to the facility. The schedule and RPOA MOU also required a mandatory workout period each shift as outlined below.

2. Officers will be assigned shifts in coordination with current RPD Patrol shifts to maintain supervisor coverage as follows:

a. Relief shift
   i. 1000-1130 hours: Report at RPD for required workout and briefing
   ii. 1130-1145 hours: Travel time to Hospital
   iii. 1145-2145 hours: On-site at Hospital
   iv. 21455-2200 hours: Travel time to RPD and off-duty

3. If the assigned officer is not available for their shift (i.e. vacation, sick leave, training), RPD will attempt to fill the vacancy via overtime assignment of another officer. If the shift if not voluntarily filled, RPD will not be required to force fill the shift on overtime. If this occurs, RPD will notify the Hospital of the staffing issue and will ensure that the unfilled shift is not billed to Hospital.

4. Lunch Break: In conjunction with the RPD-RPOA MOU, officers are entitled to 10 minutes of travel time and a 40-minute lunch break during their shift. Officers are expected to take lunch break on the Hospital site or in the immediate area. Officers will notify the Protective Services Site Lead Officer if they will be off the Hospital site for a break and maintain radio contact with Protective Services personnel.

5. Assignment Duration: Officers assigned to the program will be assigned for a period of six months in conjunction with the standard Patrol Shift Rotation period with shift changes to occur in February and August of each year.

6. Hospital and RPD acknowledge and agree that the Officers are not intended to be utilized for sitter services or to otherwise provide relief to other agencies who have a prisoner/forensic patient at the Hospital for medical care, absent an extreme emergency requiring the RPD Officer to become involved.

Hospital acknowledges that the RPOA MOU and/or any other terms and conditions of employment are subject to modification, from time to time, and RPD and Hospital agree to use commercially reasonable efforts to agree on changes to the requirements of this Section 1.4 as may be required under any current version of the RPOA MOU and/or any other terms and conditions of employment of Officers by RPD. Any changes to the terms of this Agreement shall be made in accordance with Section 5.14 of this Agreement.

1.5 Background Investigation/Compliance with Immigration Law. RPD represents and warrants that it has performed a background investigation of the Officers to verify the Officers' suitability to perform the Program and the ability of the Officers to be employed in the United States.

1.6 Acknowledgement of Standards. RPD acknowledges that Hospital is an affiliate of Sutter Health. RPD further acknowledges that, notwithstanding anything contained herein,

neither party shall engage in any conduct that may violate the policies, procedures, or directives of the Sutter Health Standards for Business Conduct and Hospital's Standards of Behavior.

1.7 OIG List of Excluded Providers. RPD shall provide documentation to verify that RPD and the Officers are not listed on the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://epls.arnet.gov) and the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at http://www.hhs.gov/oig).

1.8 Bloodborne Pathogens. RPD shall provide education, vaccinations and post exposure follow-up to the Officers as outlined in OSHA's Bloodborne Pathogens Standard and Tuberculosis Standard prior to the start of any assignment. Hospital will provide appropriate additional training on both standards specific to Hospital or Facility, if necessary. Hospital will also provide "Fit testing" for protective equipment utilized in care of Tuberculosis patients, as necessary and appropriate in Hospital's discretion.

1.9 Health Screening. Upon request, RPD shall provide documentation to Hospital to show that all Officers performing the Program for Hospital have received all screenings specified in this paragraph, which screenings shall be provided at the sole expense of RPD:

(i) PPD results (to be completed annually). In the event PPD is positive, a chest x-ray or evidence of symptom review by a health care professional would be required.
(ii) Hepatitis B vaccines, or titer, or statement of refusal.
(iii) Annual Influenza participation (proof of vaccination or signed declination).

ARTICLE 2
GENERAL OBLIGATIONS OF HOSPITAL

2.1 Access. Hospital shall provide RPD with access to the Facility as needed for performance of the Program.

2.2 Facilities. Hospital shall retain professional and administrative responsibility for the operation of the Facility, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of RPD under this Agreement.

The Hospital will maintain interior radio signal amplifier capabilities such that the RPD radio signal is transmitted and receivable inside buildings on the Hospital campus to an acceptable level.



ARTICLE 3
TERM AND TERMINATION

3.1 Term. This Agreement shall become effective as of February 13, 2026 ("Effective Date") and shall remain in force for two (2) years through February 12, 2028, unless earlier terminated as provided herein ("Term"). This Agreement may be renewed upon mutual written agreement of the parties for a one-year term. Should this Agreement be terminated before the end of the Term, or a subsequent term, payment for any partial quarter shall be prorated to reflect the number of days in the quarter that services were provided prior to termination.

3.2 Termination.

(a) Without Cause. This Agreement may be terminated without cause, with at least one-hundred eighty (180) days' advance written notice from one party to the other.

(b) Termination for Breach. Either party may terminate this Agreement in the event of the other party's breach of a material provision, covenant or condition of this Agreement and subsequent failure to cure said breach within ten (10) calendar days after written notice by the non-defaulting party of said breach.

(c) Termination on the Advice of Counsel. In the event legal counsel for either party advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement may violate any existing or future law, regulation, or accrediting agency standard, or compromise Hospital's status as a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code, the parties in good faith will undertake to revise this Agreement to comply with such law, accrediting agency standard, or Internal Revenue Code requirement. In the event the parties are unable to agree upon the revised terms in a timely manner, this Agreement will terminate immediately upon written notice by one party to the other.

(d) Patient Safety. Hospital may, in its sole discretion, immediately terminate or suspend this Agreement at any time if, in its sole discretion, the provision of Program under this Agreement by RPD threatens the health or safety of Hospital's patients.

(e) Non-Appropriation of Funds. Hospital acknowledges that RPD may terminate this agreement should funds not be appropriated by its governing body to continue services under this Agreement.

(f) Effects of Termination. Termination or expiration of this Agreement for any reason shall not relieve either party of any obligation or liability incurred prior to the

expiration or termination of this Agreement. Section 5.20 (Survival) shall apply. Hospital's quarterly payment per Section 4.2 (Invoice and Payment) for any partial quarter during which this Agreement is in effect shall be prorated to reflect only the portion of the applicable quarter during which services were provided to RPD. No further payment shall be due.

ARTICLE 4
FEES AND BILLING

4.1 Grant Funding. The parties agree and acknowledge that the Grant is the maximum amount of annual funding Hospital will pay to RPD during the term of this Agreement. Hospital's actual payments to RPD will vary with the number of police officer FTEs RPD provides to Hospital during the Term.

4.2 Fees. Hospital shall be billed for all services provided by RPD at the rates set forth in the applicable table below. Such rates identify the fees payable per 1.0 officer FTE provided by RPD. The parties agree and acknowledge that the number of officer FTEs provided by RPD to Hospital will vary between one (1) and two (2) over the Term, and the fees payable by Hospital to RPD will vary with the FTEs provided. Staffing labor rates shall increase in 2027 as identified in the tables below. tables below.

In addition to labor rates, Hospital shall also pay to RPD annual vehicle replacement cost of $15,000 and annual fuel and maintenance cost of $8,424.

Extraordinary coverage ("Overtime") will be considered to occur in the event of any of the following:

1. Specific police officer(s) are requested to work more hours than a regularly scheduled shift by Hospital in advance and in electronic or written communication.
2. Additional temporary coverage above staffing levels stated in Rate Table is requested.
3. Hospital approved overtime will be invoiced at the Overtime Bill Rate identified in the table below.
4. Overtime expenses are not included in the total annual cost projection but listed as the rate for any potential overtime billing.

In the event RPD cannot provide staffing during a shift, the RPD and Hospital will track these hours per quarter and apply this underage to the quarterly billing cycle. Some examples of reasons why coverage may not be provided could be an emergency call out requiring the assigned officers to be deployed elsewhere or a call-off where no backfill was available for occurrences like training, vacation, sick leave, or a required court appearance.

2026 RPD Staffing Labor Rates per 1.0 officer FTE						
Position	Regular Bill Rate	Overtime Bill Rate	FTE	Weekly Hours	Annual Hours	Annual Cost
RPD Police Officer Rates per 1.0 FTE	$105.88	$92.45	1.0	40	2,080	$220,230.40

2027 RPD Staffing Labor Rates per 1.0 officer FTE						
Position	Regular Bill Rate	Overtime Bill Rate	FTE	Weekly Hours	Annual Hours	Annual Cost
RPD Police Officer Rates per 1.0 FTE	$108.53	$94.76	1.0	40	2,080	$225.742.40

2025 RPD Staffing Labor Rates:

RPD costs are based on salary costs under the Roseville Police Officer's Association Memorandum of Understanding with the City of Roseville which is in place through 12/31/29. The contract includes a market median adjust beginning 1/1/26 through 12/31/26, and a subsequent adjustment beginning 1/1/27 through 12/31/27. The cost is based on a market median study conducted by the City of Roseville during 2025, a second study is to be conducted during 2027. The contract costs for the Hospital from January 1, 2028 through the end of the Term will be determined following the market median studies. A new RPOA-City MOU will commence beginning in 2030. Any changes to projected costs associated with MOU changes are subject to review by the Hospital prior to implementation as noted in section 4.4 of this agreement.

4.3 Invoice and Payment. Within fourteen (30) days of the end of each contract quarter, RPD shall submit an accurate invoice reflecting the actual hours of on-site coverage provided by RPD Officers. Such hours shall not include any workout time, briefing time or travel time to and from Hospital, but shall identify actual hours on-site at the Facility, including any overtime hours. Hospital shall confirm the accuracy of such invoices using its own records, and pay RPD a portion of the Grant as determined in accordance with Sections 4.1 and 4.2 above. Such payment shall be made within fourteen (30) days of receiving RPD's quarterly invoice. The Department of Protective Services Manager will also track all staffing hours and extraordinary coverage for purposes of confirming the accuracy of RPD invoices. For purposes

of this Agreement, the term "contract quarter" shall mean every three-month period of time, commencing on the Effective Date.

4.4 Annual Agreement Fee Review. RPD may, on an annual basis, make recommendations to adjust the Agreement fee to correct discrepancies between the Agreement Fee and any increase in RPD's salary and benefit costs resulting from changes to collective bargaining agreements specific to the positions authorized in this Agreement. Any changes to the Agreement Fee, as listed in Section 4.1, above, shall not be effective unless and until negotiated in good faith by both Parties, and mutually agreed upon in a written amendment to this Agreement, signed by both Parties.

ARTICLE 5
MISCELLANEOUS PROVISIONS

5.1 Prohibition Against Discrimination. Neither Hospital nor RPD shall discriminate against any person because of race, color, creed, age, national origin, sex, marital status, veteran's status or any other protected status as provided by law. In addition, neither Hospital nor RPD shall discriminate against any person because of handicap to the extent prohibited by Section 504 of the federal Rehabilitation Act of 1973 or disability to the extent prohibited by the Americans with Disabilities Act of 1990.

5.2 Compliance with Laws/HIPAA. RPD and Hospital shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and accrediting agency standards, including but not limited to all applicable laws relating to patient confidentiality. RPD acknowledges that Hospital will only disclose to the Officers patient individually identifiable health information that is the minimum necessary for law enforcement purposes as set forth in 45 C.F.R. §164.512(f) of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or otherwise permitted by HIPAA and other law. All Officers shall undergo appropriate privacy and security training provided by Hospital prior to performing the Program under this Agreement.

5.3 Relationship of the Parties; Independent Contractors. Hospital and RPD are independent contractors, and shall not be construed to be the partner, employee, agent or representative of each other. Hospital does not, by this Agreement, reserve control over the methods or procedures to be utilized by RPD or any of RPD's employees. RPD acknowledges that neither it nor its employees and agents have any right, entitlement or claim against Hospital for Social Security benefits, workers' compensation benefits, overtime wages, disability insurance, pension pay, vacation pay, sick pay or any other employee benefit of any kind. RPD warrants and agrees that it will comply fully with all applicable payroll tax, employment, and labor laws with respect to all Officers assigned to Hospital, including but not limited to, all tax withholding, social security, unemployment insurance, wage-hour, employment discrimination,

occupational safety and health, immigration, workplace safety, family and medical leave, and employee benefit laws.

5.4 Indemnity. RPD further agrees to indemnify, defend, and hold harmless Hospital for any and all damages, costs, and/or attorneys' fees incurred by Hospital, its officers, agents, directors, and employees, or awarded or assessed against Hospital, its officers, agents, directors, employees, in connection with any claim, asserted claim, finding, award or liability resulting from any negligent or intentional act or omission attributed to any officer, agent, director or employee of RPD arising from performance under this Agreement. Hospital agrees to indemnify, defend, and hold harmless RPD for any and all damages, costs, and/or attorneys' fees incurred by RPD, its officers, agents, directors, and employees, or awarded or assessed against RPD, its officers, agents, directors, employees, in connection with any claim, asserted claim, finding, award or liability resulting from any negligent or intentional act or omission attributed to any officer, agent, director, or employee of Hospital arising from performance under this Agreement. It is the intention of the parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, agents, directors, and employees.

5.5 Insurance. Hospital and RPD both agree to maintain appropriate insurance coverage throughout the term of this Agreement and for a period of five (5) years following expiration or termination of this Agreement. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. With respect to Hospital and RPD, such insurance shall include at a minimum:

i. General Liability Insurance in an amount not less than $1,000,000 per occurrence, $3,000,000 General Aggregate,

ii. Workers' Compensation Insurance as required by California law. Where permitted by law, such insurance shall contain waivers of the insurer's right of subrogation against Hospital, its affiliates, officers, directors and employees.

iii. Automobile Liability Insurance in an amount not less than $1,000,000 per accident coverage all owned, non-owned and hired automobiles.

5.6 Notice. Any notices required or permitted to be given by one party to the other, may be given by personal delivery in writing, or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change their address in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

If to RPD: Roseville Police Department
Attn: Chief of Police



1051 Junction Blvd.
Roseville, CA 95678

If to Hospital: Sutter Roseville Medical Center
Attn: Hospital Administration / Tamra Kelly
1 Medical Plaza Drive
Roseville, CA 95661

With copy to: Sutter Health Office of the General Counsel
VP & Chief Legal Officer, Valley Area/ Penny Westfall
2200 River Plaza Drive
Sacramento, CA 95833

5.7 Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

5.8 Assignment or Delegation. Except as otherwise specifically set forth in this Agreement, RPD shall not assign or delegate any or all of RPD's rights or responsibilities under this Agreement without the prior written consent of Hospital.

5.9 Severability. The provisions of the Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

5.10 Headings. The headings are inserted into this Agreement for reference and convenience only, and will not affect the meaning or interpretation of any provision of this Agreement.

5.11 Reports. RPD shall provide to the Hospital daily reports documenting RPD activity, statistical data, etc. Requests for crime and incident reports shall be done in accordance with applicable laws.

5.12 No Waiver. No waiver of a breach of any provision of this Agreement may be construed as a waiver of any breach of any other provision. To be effective, a waiver must be in writing. No single waiver may be treated as an ongoing waiver unless expressly agreed in writing.

5.13 No Third-Party Benefit. Unless otherwise set forth in this Agreement, nothing contained in the Agreement is intended nor shall be construed to create rights running to the benefit of third parties.

5.14 Entire Agreement/Modification. This Agreement contains a full and complete expression of the rights and obligations of the parties and it shall supersede all other agreements, representations, and offers, written or oral, made by the parties regarding any of the subject matter contained herein. This Agreement may be modified only in writing, signed by both parties.

5.15 Access to Records. For the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act, and any written regulations thereto, RPD shall comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

(a) Until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, RPD shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, upon written request of any of them, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of the cost of services hereunder, and

(b) If RPD carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

5.16 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.17 Use of Trademark(s). RPD will not use the name(s), trademark(s), or tradename(s) of Hospital or its affiliates, except with the prior written consent of Hospital. The Hospital or its affiliates shall not use the City seal or RPD logo, except with the proper written consent of the City.

5.18 Confidentiality.

(a) The parties acknowledge this Agreement can be made available to a person upon a properly made California Public Records Act request or pursuant to the "Ralph M. Brown Act". Nonetheless, each party agrees to hold the following "Confidential Information" in strict confidence and not disclose the same to any other person or entity: each other's proprietary and confidential records and information, including but not limited to all

service and product data, trade secrets, financial data, business plans and any other information or technology confidentially received from the other party in implementing this Agreement; all personally identifiable information of a party's employees, agents, patients and customers; and all information derived from the foregoing.

(b) Notwithstanding the above:

(1) A party may disclose Confidential Information to the personnel within its organization and its legal and accounting advisors who require the Confidential Information in connection with the party's internal business processes and its rights and obligations under this Agreement, provided that such disclosing party uses commercially reasonable efforts to require any such recipient to use the information solely for these purposes and to keep it strictly confidential, except as required by law and subject to the requirements of (b)(2) below.

(2) A party may disclose Confidential Information as required by law, provided that, if reasonably possible, such disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure.

(3) A party may disclose Confidential Information with the prior written consent of the other party.

(c) Neither party shall be obligated to hold the following information in confidence (and such information shall not be deemed to be Confidential Information): information that is or becomes publicly available through no fault of the recipient, information developed by a party without using any Confidential Information, information lawfully possessed by a party before receipt from the disclosing party, and information lawfully disclosed to a party on a non-confidential basis from a person or entity that is not bound by a duty of confidentiality.

5.19 Dispute Resolution. In the event of any dispute arising out of or in connection with this Agreement, including but not limited to any question regarding its existence, interpretation, validity, termination or shift hours of assigned Officers, either party may by written notice call a meeting regarding such dispute to be attended by an executive officer of each party who has the authority to negotiate and bind that party to a resolution. At the meeting, the parties will attempt in good faith to resolve the dispute. If the dispute cannot be resolved within forty-five (45) days from the date of the initial notice, and if either party wishes to pursue the dispute, the dispute shall be instituted and maintained in state or federal court located in Placer County. However, upon a mutual written agreement of the parties any dispute arising

out of or in connection with this Agreement may be referred to arbitration, mediation, or another form of an agreed upon alternative dispute resolution.

5.20 Survival. Termination or expiration of this Agreement for any reason shall not relieve either party of any obligation or liability incurred prior to the expiration or termination of this Agreement. The following provisions shall survive termination or expiration of this Agreement, in addition to those that by their nature are intended to survive termination: Relationship of the Parties; Insurance; Confidentiality; Indemnity; and Dispute Resolution.

5.21 Agent Authorization. Hospital authorizes the Roseville Police Department, and/or any Roseville police officer, pursuant to Penal Code section 602(0), to act on its behalf as an agent of this property when encountering any person(s) found on the property without written consent or without apparent lawful purpose. Hospital, or Hospital's agent, will cooperate in the prosecution of persons arrested and/or cited for these offenses. Hospital understand that this authorization is valid for a maximum period of (12) months and it is Hospital's responsibility to renew the authorization after that time if the need still exists. By signing below Hospital authorizes the Roseville Police Department, and/or any Roseville police officer, to act on Hospital's behalf as an agent, to enforce no trespassing (including arrest) on Hospital property.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective as of the Effective Date.

CITY OF ROSEVILLE

By: _____
Dominick Casey, City Manager
City of Roseville

SUTTER VALLEY HOSPITALS d/b/a SUTTER ROSEVILLE MEDICAL CENTER

By: Tamara L. Powers
Tamara Powers
Chief Executive Officer
Sutter Roseville Medical Center

APPROVED AS TO SUBSTANCE:

By: _____
Jeff Beigh, Chief of Police

City of Roseville

APPROVED AS TO FORM:

By: _____
Michelle Sheidenberger, City Attorney
City of Roseville

ATTEST:

By: _____
Carmen Avalos, City Clerk
City of Roseville

ORDINANCE NO. 7082

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2025-26, is hereby amended as listed on the attached budget adjustment for the Sutter Roseville Medical Center Neighborhood Policing Program.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 11/19/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Mark Peinado / Management Analyst	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Mark Peinado / Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Police Department		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5080	84001	700018	891,946	Increase project labor budget 02/13/26 - 02/12/28
1001	5510	84001	700018	16,848	Increase ISF rates in project for maintenance 02/13/26-02/18/28
1001	5512	84001	700018	30,000	Increase Fleet Services ISF budget for future replacement of patrol vehicle
4001	5413	62601		3,209	Increase ISF rates for maintenance of patrol vehicle
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				942,003	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4435	84001	700018	938,794	Increase project revenue budget for reimbursement from Sutter for labor cost, vehicle rent and replacement rent
4001	4251	62601		3,209	Increase ISF revenue budget for maintenance of patrol vehicle
4005	4251	62601		4,464	Increase ISF revenue budget for future replacement of patrol vehicle
REVENUES/TRANSFERS IN TOTAL				946,467	

NET ADJUSTMENT	(4,464)	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	3601	00000	000000	4,464	Increase available resources for future replacement of patrol vehicle
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				4,464	

Justification for Budget Adjustment:

The Police Department is requesting a budget adjustment to increase the budget for the Neighborhood Policing Grant Agreement Sutter Roseville Medical Center project (700018) in the General Fund (1001). This Adjustment reflects the increases to project revenue and expenditure budgets for the new award agreement of $938,794 for the period 02/13/26 – 02/12/28, and increases expenditure and revenue budgets and available resources of Internal Service funds for maintenance and replacement costs of a patrol vehicle.

The current project budget is $1,947,257. With this adjustment, the revised project budget will total $2,886,051.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.51
File #: 0323
Item ID: 2026-495

Title:	Downtown Roseville Security Patrol - Professional Services Agreement Amendment
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

SUMMARY

Staff recommends approval of a second amendment to a professional services agreement with Universal Protection Service, LP dba Allied Universal Security Services to increase the contract amount by $28,825.23, to a total of $195,236.82 for private security patrols in the Downtown and Historic Old Town areas to assist in providing public safety. Funding for the increase is included in the Police Department's operating budget in the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the Second Amendment to Professional Services Agreement with Universal Protection Service, LP dba Allied Universal Security Services, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The Police Department is requesting approval of a second amendment to the professional services agreement with Universal Protection Service, LP dba Allied Universal Security Services. The amendment will increase the total agreement compensation by $28,825.23. The additional funding will compensate Allied Universal Security Services for patrol services that exceeded the original agreement amount during the billing period of January 1, 2026, through February 18, 2026, and will ensure sufficient funding for additional services throughout the remainder of the contract term.

FISCAL IMPACT

Funding for this amendment is included in the Police Department's FY2025-26 operating budget in the General Fund. The new not-to-exceed amount of the amendment is $195,236.82. Funding for future years will be contingent upon approval of the Police Department's budget each fiscal year.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Jeff Beigh, Police Chief

ATTACHMENTS:
1. Resolution 26-229
2. Amendment (2) to PSA For Downtown Security Services

REVIEWERS:

Mark Peinado, Police Department	Created/Initiated - 5/28/2026
Liz Luevano, Police Department	Approved - 5/28/2026
Jeff Beigh, Police Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/3/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-229

APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Professional Services Agreement for Downtown Roseville Security Patrol, by and between the City of Roseville and Universal Protection Service, LP dba Allied Universal Security Services, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said second amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

SECOND AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

Downtown Roseville Security Patrol

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Universal Protection Service, LP dba Allied Universal Security Services, a California limited partnership ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated February 19, 2025 and amended February 18, 2026 ("Agreement") regarding Downtown Roseville Security Patrol ("Project"); and

WHEREAS, CITY wishes to increase the total compensation to the current contract term of the Agreement in order to compensate CONSULTANT for additional services associated with the Project.

NOW, THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay twenty-eight thousand, eight hundred twenty-five dollars and twenty-three cents ($28,825.23), in consideration of the additional services to the Second Amendment to Agreement. This brings the total not to exceed contract amount to one

hundred ninety-five thousand, two-hundred thirty-six dollars, and eighty-two cents ($195,236.82)."

Total compensation for optional renewal years shall not exceed one hundred ninety-five thousand, two hundred thirty-six dollars and eighty-two cents ($195,236.82). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council."

2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES, a California limited partnership

BY: Courtney White
its: NW Regional Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____
its: GENERAL MANAGER

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JEFF BEIGH
Police Chief

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.52
File #: 0203-12
Item ID: 2026-496

Title:	Body-Worn Cameras - Contract Purchase Agreement Amendment
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

SUMMARY

Staff recommends approval of an amendment to a contract purchase agreement with Axon Enterprise, Inc. to increase the agreement total by $7,446.44, bringing the total five-year agreement amount to $2,536,810.72 to purchase additional license bundles and docking stations for the Police Department. Funding for the first-year cost was included in the Police Body-worn Camera Replacement project, through the Equipment Replacement Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve Contract Purchase Agreement (3005011) Amendment 1 with Axon Enterprise, Inc. for the purchase of additional basic body-worn camera license bundles and docking stations, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The Police Department requires fifteen additional basic Axon Evidence licenses and four single docking stations for body-worn cameras (BWCs). The additional licenses will grant Axon Evidence system access to essential personnel, including Police Cadets, Dispatchers, and Police Officers. The four single docking stations will be deployed to assigned high schools for use by School Resource Officers (SROs). These remote stations will allow SROs to efficiently download body-worn camera footage directly from their assigned locations.

FISCAL IMPACT

The amendment increases the agreement total by $7,446.44, from $2,529,364.28 to $2,536,810.72. The first-year cost for the additional software licenses and equipment will be $1,546.08. Funding is included in the Police Body-worn Camera Replacement project, through the Equipment Replacement Fund, in the FY2025-26 budget. Funding for future years will be contingent upon approval of the Police Department's General Fund budget each fiscal year.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
6. Deliver exceptional City services

Respectfully Submitted,
Mark Peinado, Management Analyst

Jeff Beigh, Police Chief

ATTACHMENTS:
1. Resolution 26-230
2. Axon Enterprise Inc Amendment 1

REVIEWERS:

Mark Peinado, Police Department	Created/Initiated - 5/28/2026
Liz Luevano, Police Department	Approved - 5/28/2026
Jeff Beigh, Police Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/3/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/3/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/4/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-230

APPROVING CONTRACT PURCHASE AGREEMENT AMENDMENT 1, BY AND BETWEEN THE CITY OF ROSEVILLE AND AXON ENTERPRISE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Sole Source Contract Purchase Agreement (3005011) Amendment 1 for additional police body-worn camera license bundles and docking stations, by and between the City of Roseville and Axon Enterprise, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20___, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005011

Supplier Details:

Company	Axon Enterprise Inc
Contact	Allen Sliper
Address	17800 N 85th St
	Scottsdale, Arizona 85255

Submit your response to:

Company	City of Roseville
Contact	Tiffany Valdez
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1109
Fax	(916) 746-1115
E-mail	TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005011

Agreement	**3005011**
Agreement Date	**08-SEP-2025**
Change Order	**2**
Change Order Date	**27-MAY-2026**
Revision	**1**
Agreement Amount	**2,536,810.72 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Axon Enterprise Inc
17800 N 85th St
Scottsdale, Arizona 85255
Phone: (800) 978-2737
Fax: ()
Email: asliper@axon.com

Description of Labor, equipment and/or materials

AMENDMENT 1-

THIS CONTRACT PURCHASE AGREEMENT 3005011, WHICH WAS EXECUTED ON 10/1/25, IS HEREBY MODIFIED AS FOLLOWS:

THE AGREEMENT AMOUNT IS INCREASED FROM $2,529,364.28 TO $2,536,810.72. THE PURPOSE OF THIS MODIFICATION IS TO PROVIDE FOR ADDITIONAL BASIC LICENSE BUNDLES AND DOCKING STATIONS IN ACCORDANCE WITH THE ATTACHED AXON ENTERPRISE INC. QUOTE #Q-844251-46164AS DATED 5/22/26.

ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

PLEASE CONTACT KATIE BRAVERMAN IN THE POLICE DEPARTMENT AT (916) 774-5037 OR KBRAVERMAN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15783	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Tiffany Valdez Phone **1-916-746-1109**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Docusign Envelope ID: FAF5A2CA-2FB2-8446-803C-37423E7CBB23

Supplier

Signature: Signed by: D415764CFA3141D...

Print Name: Isaiah Fields

Title: Chief Legal Officer/Secretary

Date: 5/27/2026

Supplier

Signature: Signed by: Robert E. Driscoll Jr. 55DAEBB131A4424...

Print Name: Robert E. Driscoll Jr.

Title: VP/Deputy General Counsel

Date: 5/28/2026

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



Q-844251-46164AS

Issued: 05/22/2026

Quote Expiration: 06/30/2026

Estimated Contract Start Date: 06/01/2026

Account Number: 106449

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Roseville Police Dept. - CA 1051 Junction Blvd Roseville, CA 95678-7191 USA	Roseville Police Dept. - CA 1051 Junction Blvd Roseville CA 95678-7191 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allen Sliper Phone: Email: asliper@axon.com Fax:	Katie Braverman Phone: (916) 774-5042 Email: kbraverman@roseville.ca.us Fax: (916) 781-2344

Quote Summary

Program Length	53 Months
TOTAL COST	$7,375.45
ESTIMATED TOTAL W/ TAX	$7,446.44

Discount Summary

Average Savings Per Year	$1,431.88
TOTAL SAVINGS	$6,324.15

Payment Summary

Date	Subtotal	Tax	Total
May 2026	$1,475.09	$70.99	$1,546.08
Oct 2026	$1,475.09	$0.00	$1,475.09
Oct 2027	$1,475.09	$0.00	$1,475.09
Oct 2028	$1,475.09	$0.00	$1,475.09
Oct 2029	$1,475.09	$0.00	$1,475.09
Total	**$7,375.45**	**$70.99**	**$7,446.44**

Quote Unbundled Price:	**$13,699.60**
Quote List Price:	**$13,699.60**
Quote Subtotal:	**$7,375.45**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
H00003	AB4 1-Bay Dock Bundle	4			$229.00	$229.00	$916.00	$70.99	$986.99
A la Carte Software									
BasicLicense	Basic License Bundle	15	53		$16.08	$8.13	$6,459.45	$0.00	$6,459.45
Total							**$7,375.45**	**$70.99**	**$7,446.44**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	4	1	05/01/2026
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	4	1	05/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	06/01/2026	10/31/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	15	06/01/2026	10/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1051 Junction Blvd	Roseville	CA	95678-7191	USA

Payment Details

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	BasicLicense	Basic License Bundle	15	$559.09	$0.00	$559.09
Upfront Hardware	H00003	AB4 1-Bay Dock Bundle	4	$916.00	$70.99	$986.99
Total				**$1,475.09**	**$70.99**	**$1,546.08**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	BasicLicense	Basic License Bundle	15	$1,475.09	$0.00	$1,475.09
Total				**$1,475.09**	**$0.00**	**$1,475.09**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	BasicLicense	Basic License Bundle	15	$1,475.09	$0.00	$1,475.09
Total				**$1,475.09**	**$0.00**	**$1,475.09**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	BasicLicense	Basic License Bundle	15	$1,475.09	$0.00	$1,475.09
Total				**$1,475.09**	**$0.00**	**$1,475.09**

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	BasicLicense	Basic License Bundle	15	$1,475.09	$0.00	$1,475.09
Total				**$1,475.09**	**$0.00**	**$1,475.09**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the Master Services and Purchasing Agreement between the Parties fully executed on October 1, 2025.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Docusign Envelope ID: FAF5A2CA-2FB2-8446-803C-37423E7CBB23

Signature

Date Signed

5/22/2026

Docusign Envelope ID: FAF5A2CA-2FB2-8446-803C-37423E7CBB23



City Council Communication

Meeting Date: 6/17/2026
Item #: VII.53
File #: 0709-04
Item ID: 2026-484

Title:	Homeless Outreach Worker Program - Contract Amendment
Contact:	Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

SUMMARY

Staff recommends approval of the second amendment for the Homeless Outreach Worker Program Contract between the Placer County Department of Health and Human Services and the City. The amendment will extend the contract through June 30, 2027 and will allow outreach workers to continue building relationships with members of the community who are experiencing homelessness, assist with navigation of services and resources, and serve as liaisons to the downtown business community. No General Fund resources will be used for this contract extension.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Second Amendment for the Homeless Outreach Worker Program, by and between the Placer County Department of Health and Human Services and the City of Roseville, for the extension of the contract through June 30, 2027.

BACKGROUND

In 2018, the City partnered with Placer County to hire a part-time Homeless Outreach Worker who was embedded with the Roseville Police Department's Social Services Unit (SSU) and assisted in completing outreach to members of the community who are experiencing homelessness. Through this position, individuals were connected to housing, shelter, and services, including chronically homeless individuals who obtained permanent housing. Based on further research on the results, best practices, as well as discussions with the Downtown Roseville Partnership (DRP) Clean and Safe Committee, it was concluded that additional outreach staff was necessary to continue making an impact on decreasing instances of local homelessness. Through consistent outreach, outreach staff are able to:

- Build relationships with individuals who may have a difficult time trusting others due to life history, mental illness, trauma, etc.;
- Connect people to the services and housing they need when they are seeking help; and
- Be responsive to the business community by reaching out to individuals in the downtown area.

In 2024, the City, Placer County Health and Human Services, and the DRP continued this partnership with a new Homeless Outreach Worker Contract. The contract funded the hiring of two 28-hour/week Homeless Outreach Workers within Roseville's SSU. The workers complete outreach with the unit's Problem-Oriented Policing (POP) Officers in the downtown and other identified areas and track specific data to measure results and report quarterly to the DRP Board. Data measures include:

- Number of contacts with individuals experiencing homelessness
- Number of unduplicated individuals referred to services
- Number of unduplicated individuals referred to shelter, including transitional housing
- Number of unduplicated individuals housed experiencing chronic homelessness

This multi-agency collaboration between Placer County, Roseville Police Department, and the DRP has proven to be mutually beneficial and has strengthened the Homeless Liaison Team. Due to intermittent staffing of the outreach worker positions, existing funds are sufficient to extend the program through June 30, 2027, without the need for additional funding. Extending this contract will allow outreach workers to continue building relationships with members of the community who are experiencing homelessness, assist with navigation of services and resources, and serve as liaisons to the downtown business community.

FISCAL IMPACT

The City originally funded its portion of this contract with Low and Moderate Income Housing Asset Fund (Low/Mod funds). No General Fund resources were used for the Homeless Outreach Worker Contract and no additional funding is required at this time.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects that have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Resolution 26-216
2. Roseville Homeless Outreach Worker 2nd Amendment 24-27

REVIEWERS:

Suzanne Acrell, Economic Development Department - Housing	Created/Initiated - 5/26/2026
Trisha Isom, Economic Development Department - Housing	Approved - 5/26/2026

Melissa Anguiano, Economic Development Department	Approved - 5/27/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-216

APPROVING A SECOND AMENDMENT TO THE HOMELESS OUTRACH WORKER PROGRAM CONTACT, BY AND BETWEEN THE PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Contract Amendment for the Homeless Outreach Worker Program, by and between the Placer County Department of Health and Human Services and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CONTRACT AMENDMENT
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

DESCRIPTION:	Homeless Outreach Worker
CONTRACT NO.	**HHS000825~~*A*~~*B***
BEGINS:	January 1, 2024
ENDS:	June 30, ~~2026~~***2027***
ADMINISTERING AGENCY:	Health and Human Services, Adult System of Care

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DESCRIPTION: Second amendment to this contract between City of Roseville, a municipal corporation, hereinafter referred to as "CITY" and the County of Placer, hereinafter referred to as "COUNTY".

WHEREAS, COUNTY and CITY wish to further identify and outreach with individuals who are homeless and in need of housing coordination and services; and

WHEREAS, CITY will receive $15,000 from the Downtown Roseville Partnership (DRP) to provide outreach services within the downtown area; and

WHEREAS, COUNTY has experience in the identification and hiring of outreach workers in other homeless services programs as well as overseeing case management for adults within Adult System of Care programs; and

WHEREAS, CITY has experience in identifying individuals and families who are homeless and in need of connection to services in Roseville and has previously coordinated on other COUNTY contracts to utilize homeless outreach workers; and

WHEREAS, COUNTY wishes to extend the contract term to allow for completion of the Homeless Outreach Worker program, and

WHEREAS, COUNTY wishes to extend the term of the agreement to ensure the full utilization of authorized funding to complete the Homeless Outreach Worker program, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree the following amendment is made to the original contract, additions are shown in bold italics, deletions are shown in strike-through:

8. **CONTRACT TERM:** This Agreement shall remain in full force and effect from January 1, 2024 through June 30, ~~2026~~***2027***. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF ROSEVILLE ("CITY") _____ Dominick Casey, City Manager Date: _____	COUNTY OF PLACER ("COUNTY") _____ Robert L. Oldham, Director, Department of Health & Human Services Date: _____
Approved as to Form City Attorney's Office _____ Date: _____	Approved as to Form Office of Placer County Counsel _____ Date: _____

Exhibits are not attached. Please reference original agreement HHS000825 to view the exhibits that have not changed.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.54
File #: 0709-01
Item ID: 2026-499

Title:	Roseville Housing Authority - Administrative Plan Amendment
Contact:	Suzi Cook-Turner, Trisha Isom 916-774-5414, 916-746-1239 smcook-turner@roseville.ca.us, tisom@roseville.ca.us

SUMMARY

Staff recommends approval of revisions to Chapters 7 and 16 of the Roseville Housing Authority Administrative Plan to align with updated guidance from the United States Department of Housing and Urban Development. The Administrative Plan has no impact on the City's General Fund.

RECOMMENDATION

Staff recommends that Roseville City Council, acting as the Roseville Housing Authority Board, adopt the attached resolution approving the proposed amendments to Chapters 7 and 16 of the Housing Authority Administrative Plan.

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) requires each housing authority to adopt a written administrative plan that establishes federal, state and local policies for administering the Housing Choice Voucher (HCV) rental assistance program. The Roseville Housing Authority (RHA) is required to revise its administrative plan, as necessary, to comply with HUD regulations and must include revisions to the Housing Authority's discretionary policies. Revisions to the plan must be formally adopted.

To ensure that RHA remains in full compliance with current HUD regulations and continues to apply its discretionary policies consistently and equitably, staff is recommending several key updates to the Administrative Plan. These revisions are necessary to clarify existing procedures, incorporate recent HUD guidance, and strengthen policy transparency for program participants. Collectively, these changes support fair housing practices, improve administrative accuracy, incorporate cost-saving measures, and enhance the overall effectiveness of the HCV Program. The proposed updates to the Administrative Plan include the following key revisions:

Revisions to Repayment Agreement Policy - The Roseville Housing Authority is implementing revisions to its repayment agreement policy to enhance compliance and ensure timely recovery of program funds. The updated policy increases the late fee from $10 to $30 and maintains the requirement that payments be received by the 10th of each month. Additionally, the revision establishes a $30 fee for returned payments due to non-sufficient funds (NSF) and requires participants with an NSF occurrence to submit all future payments by money order or cashier's check. These changes are intended to promote accountability and administrative efficiency.

Revisions to Criminal Background Check Policies - The criminal background screening policy is being

updated to align with federal regulations and strengthen consistency in eligibility determinations. The revised policy formalizes the use of Live Scan fingerprinting for all adult applicants and household additions, allows access to nationwide FBI-verified records, and expands screening to include violent, drug-related, methamphetamine-related, and lifetime sex-offender offenses. It also clarifies confidentiality protocols, limits the release of criminal history information to the individual upon in-person request, and mandates destruction of all records within 30 days of the final eligibility decision. This update enhances accuracy and compliance while maintaining strict protections for sensitive information.

Revisions to Zero Annual Income Policy - The proposed revision of the Housing Choice Voucher Administrative Plan strengthens RHA's procedures for verifying and monitoring households that report zero income. The revisions expand required income verifications, adding monthly reporting of income and expenses, and require all adult household members attend in-office appointments while offering to provide reasonable accommodations for disability-related needs.

The proposed changes aim to support households through structured engagement, improve program integrity, ensure consistent oversight, and support cost-saving measures, with no direct fiscal impact and the potential to reduce future administrative burden. Staff requests that the Roseville Housing Authority Board approve the proposed updates to the Administrative Plan to support continued program compliance and administration.

FISCAL IMPACT

The HCV Program is federally funded through the US Department of Housing and Urban Development (HUD). Through this HUD-funded program, RHA provides an important social service locally to ensure safe and affordable housing for residents, which is an essential component of the foundation of the community's economic stability. Through monthly rental assistance payments, the HCV Program invests over $12 million into the local rental economy annually.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The updates to Roseville Housing Authority's Administrative Plan do not include the potential for a significant environmental effect and therefore are not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Suzi Cook-Turner, Housing Supervisor
Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Resolution 5-26
2. Chapter 7 Admin Plan mark-up
3. Chapter 16 Admin Plan mark-up

REVIEWERS:

Suzi Cook-Turner, Economic Development Department - Housing	Created/Initiated - 5/27/2026
Trisha Isom, Economic Development Department - Housing	Approved - 5/28/2026
Melissa Anguiano, Economic Development Department	Approved - 5/28/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

HOUSING AUTHORITY OF THE CITY OF ROSEVILLE
RESOLUTION NO. 5-26

APPROVING THE UPDATED ROSEVILLE HOUSING AUTHORITY ADMINISTRATIVE PLAN

WHEREAS, the United States (U.S.) Department of Housing and Urban Development (HUD) requires each housing authority to adopt a written administrative plan that establishes local policies for administering the Housing Choice Voucher Rental Assistance Program; and

WHEREAS, staff has proposed revisions to Chapters 7 and 16 of the Roseville Housing Authority's Administrative Plan that helps to align with the updated guidance from the U.S. Department of Housing and Urban Development; and

WHEREAS, the Housing Authority has reviewed the proposed changes to the Roseville Housing Authority Administrative Plan.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Roseville that it hereby approves the updated Roseville Housing Authority Administrative Plan.

PASSED AND ADOPTED by the Housing Authority of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

_____
Chair

ATTEST:

_____
Secretary

Chapter 7

VERIFICATION

[24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230, Notice PIH 2010-19]

INTRODUCTION

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA must follow the verification guidance provided by HUD in Notice PIH 2023-27 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.

Part I describes the general verification process. Part II provides more detailed requirements related to family information. Part III provides information on income and assets, and Part IV covers mandatory deductions.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the PHA.

PART I: GENERAL VERIFICATION REQUIREMENTS

7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516; 982.551; CFR 5.230; and Notice PIH 2023-27]

Consent Forms

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 982.551]. All adult family members must sign consent forms as needed to collect information relevant to the family's eligibility and level of assistance. While PHAs must use form HUD-9886, this form does not release all the information necessary to the administration of the program. The PHA must also develop its own release forms to cover all other necessary information. Form HUD-9886 [24 CFR 5.230(b)(1), b(2), (c)(4), and (c)(5)]; Notice PIH 2023-27

All adult applicants and participants sign form HUD-9886, Authorization for Release of Information. All adult family members (and the head and spouse/cohead, regardless of age) are required to sign the Form HUD-9886 at admission. Participants, prior to January 1, 2024, signed and submitted Form HUD-9886 at each annual reexamination. HOTMA eliminated this requirement and instead required that the Form HUD-9886 be signed only once. On or after January 1, 2024 (regardless of the PHA's HOTMA compliance date), current program participants must sign and submit a new Form HUD-9886 at their next interim or annual reexamination. This form will only be signed once. Another Form HUD-9886 will not be submitted to the PHA except under the following circumstances

- When any person 18 years or older becomes a member of the family;
- When a current member of the family turns 18; or
- As required by HUD or the PHA in administrative instructions.

The PHA has the discretion to establish policies around when family members must sign consent forms when they turn 18. PHAs must establish these policies stating when family members will be required to sign consent forms at intervals other than at reexamination.

Roseville Housing Authority (RHA) Policy

Family members turning 18 years of age between annual recertifications will be notified in writing that they are required to sign the required Consent to the Release of Information Form HUD-9886 at the family's next annual or interim reexamination, whichever is earlier.

The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the PHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA).

The PHA may obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever the PHA determines, the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits [24 CFR 5.230(c)(4)].

The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to the PHA to revoke consent.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the PHA must deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with PHA procedures. However, this does not apply if the applicant, participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial or termination of assistance or admission [24 CFR 5.232(c)]. PHAs may not process interim or annual reexaminations of income without the family's executed consent forms.

Roseville Housing Authority (RHA) Policy

RHA has established a policy that revocation of consent to access financial records will result in denial of admission or termination of assistance in accordance with RHA policy.

In order for a family to revoke their consent, the family must provide written notice to RHA.

Within 10 business days of the date the family provides written notice, RHA will send the family a notice acknowledging receipt of the request and explaining that revocation of consent will result in denial or termination of assistance, as applicable. At the same time, RHA will notify their local HUD office.

7-I.B. USE OF OTHER PROGRAMS' INCOME DETERMINATIONS [24 CFR 5.609(c)(3) and Notice PIH 2023-27]

PHAs may, but are not required to, determine a family's annual income, including income from assets, prior to the application of any deductions, based on income determinations made within the previous 12-month period, using income determinations from means-tested federal public assistance programs. PHAs are not required to accept or use determinations of income from other federal means-tested forms of assistance. If the PHA adopts a policy to accept this type of verification, the PHA must establish in policy when they will accept Safe Harbor income determinations and from which programs. PHAs must also create policies that outline the course action when families present multiple verifications from the same or different acceptable Safe Harbor programs.

Means-tested federal public assistance programs include:
• Temporary Assistance for Needy Families (TANF) (42 U.S.C. 601, et seq.);
• Medicaid (42 U.S.C. 1396 et seq.);
• Supplemental Nutrition Assistance Program (SNAP) (42 U.S.C. 2011 et seq.);
• Earned Income Tax Credit (EITC) (26 U.S.C. 32);
• Low-Income Housing Credit (LIHTC) program (26 U.S.C. 42);
• Special Supplemental Nutrition Program for Woman, Infants, and Children (WIC) (42 U.S.C. 1786);
• Supplemental Security Income (SSI) (42 U.S.C. 1381 et seq.);
• Other programs administered by the HUD Secretary;

• Other means-tested forms of federal public assistance for which HUD has established a memorandum of understanding; and

• Other federal benefit determinations made in other forms of means-tested federal public assistance that the Secretary determines to have comparable reliability and announces through the Federal Register.

If the PHA elects to use the annual income determination from one of the above-listed forms of means-tested federal public assistance, then they must obtain the income information by means of a third-party verification. The third-party verification must state the family size, must be for the

entire family, and must state the amount of the family's annual income. The annual income need not be broken down by family member or income type. Annual income includes income earned from assets, therefore when using Safe Harbor to verify a family's income, PHAs will neither further inquire about a family's net family assets, nor about the income earned from those assets, except with respect to whether or not the family owns assets that exceed the asset limitation in 24 CFR 5.618. The Safe Harbor documentation will be considered acceptable if any of the following dates fall into the 12-month period prior to the receipt of the documentation by the PHA:

• Income determination effective date;
• Program administrator's signature date;
• Family's signature date;
• Report effective date; or
• Other report-specific dates that verify the income determination date.

The only information that PHAs are permitted to use to determine income under this method is the total income determination made by the federal means-tested program administrator. Other federal programs may provide additional information about income inclusions and exclusions in their award letters; however, these determinations and any other information must not be considered by the PHA. PHAs are not permitted to mix and match Safe Harbor income determinations and other income verifications.

If the PHA is unable to obtain Safe Harbor documentation or if the family disputes the other program's income determination, the PHA must calculate the family's annual income using traditional methods as outlined in Notice PIH 2023-27 and this chapter.

If the PHA uses a Safe Harbor determination to determine the family's income, the family is obligated to report changes in income that meet the PHA's reporting requirement and occur after the effective date of the transaction. The amounts of unreimbursed reasonable attendant care expenses and child-care expenses deducted from a family's annual income, except for when a family is approved for a child-care expense hardship exemption, must still be capped by the amount earned by any family member who is enabled to work as a result of the expense. PHAs are therefore required to obtain third-party verification of the applicable employment income and cap the respective expense deductions accordingly.

7-I.D. VERIFICATION HIERARCHY [Notice PIH 2023-27]

When the PHA does not use a streamlined determination of income or an income determination from a means-tested federal assistance program, HUD requires the PHA to obtain third-party verification of:

• Reported family annual income;

• The value of net family assets when the net value exceeds $50,000 (as adjusted annually);

• Expenses related to deductions from annual income; and

• Other factors that affect the determination of adjusted income.

HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

HUD developed a hierarchy that described verification documentation from most acceptable to least acceptable. The PHA must demonstrate efforts to obtain third party verification prior to accepting self-certification except instances when self-certification is explicitly allowed.

In order of priority, the hierarchy is:

- Highest: Level 6: Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Highest: Level 5: Up-front Income Verification (UIV) using a non-EIV system
- High: Level 4:
- Written third-party verification from the source, also known as "family-provided verification"
- Or EIV plus self-certification
- Medium: Level 3: Written third-party verification form
- Medium: Level 2: Oral third-party verification
- Low: Level 1: Self-certification (not third-party verification)

Each of the verification methods is discussed in subsequent sections below.

File Documentation

The PHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

7-I.E. LEVEL 5 AND 6 VERIFICATION: UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits for a number of individuals. PHAs may use UIV sources before or during a family reexamination.

UIV will be used to the extent that these systems are available to the PHA.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the PHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the PHA.

Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory) PHAs must use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during annual and streamlined reexaminations of family composition and income in accordance with 24 CFR 5.236 and Notice PIH 2023-27.

HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families

The income validation tool (IVT) in EIV provides projections of discrepant income for wages, unemployment compensation, and SSA benefits pursuant to HUD's data sharing agreements with other departments.

The following policies apply to the use of HUD's EIV system.

EIV Income and IVT Reports

PHAs are required to obtain an EIV Income and IVT report for each family any time the PHA conducts an annual reexamination. However, PHAs are not required to use the EIV Income and IVT reports:

- At annual reexamination if the PHA used Safe Harbor verification from another means-test federal assistance program to determine the family's income; or
- During any interim reexaminations.

The EIV Income and IVT Reports are also not available for program applicants at admission. When required to use the EIV Income Report, in order for the report to be considered current, the PHA must pull the report within 120 days of the effective date of the annual reexamination.

The EIV Income Report may be used to verify and calculate income at annual reexamination if the family self-certifies that the amount is accurate and representative of current income. The family must be provided with the information in EIV.

Roseville Housing Authority (RHA) Policy

RHA will obtain income reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

Income reports will be compared to family-provided information as part of the annual reexamination process. Income reports may be used in the calculation of annual income, as described in Chapter 6-I.C. Income reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between income reports and family-provided information will be resolved as described in Chapter 6-I.C. and in this chapter.

Income reports will be used in interim reexaminations to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits. EIV will also be used to verify if families claiming zero income are not receiving income from any of these sources.

Income reports will be retained in participant files with the applicable annual or interim reexamination documents.

When RHA determines through income reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity

New Hires Report [Notice PIH 2023-27]

The New Hires Report identifies participant families who have new employment within the last six months. The report is updated monthly.

PHAs must review this information at annual reexamination except when the PHA uses Safe Harbor verification from another means-tested federal assistance program to determine the family's income.

PHAs that do not require families to undergo interim reexaminations for earned income increases after an interim decrease are not required to review this report between a family's annual reexamination. If the PHA requires an interim for increases in earned income after an interim decrease, then the PHA must review the report quarterly after the family's interim decrease.

Roseville Housing Authority (RHA) Policy

***In accordance with RHA policies in Chapter 11, RHA does not process interim reexaminations for families who have increases of less than 10% in earned income.**

**This rule will take effect when HOTMA is authorized by HUD*

No Income Reported by HHS or SSA Report

This report is a tool for PHAs to identify participants who passed the SSA identity test, but no income information was reported by either HHS or SSA records. This scenario does not mean that the participant does not have any income. PHAs obtain written, third-party verification of any income reported by the participant. The PHA must identify in its policies and procedures when this report will be pulled [Notice PIH 2023-27].

Roseville Housing Authority (RHA) Policy

The PHA will generate the No Income Reported by HHS or SSA Report quarterly and will retain the report.

The PHA will re-verify the status of participants identified on the report quarterly. Based on the information provided by the family and in EIV, the PHA may require that family members provide verifications or sign release forms in order to obtain additional verification.

When the PHA determines through this report and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity

EIV Identity Verification Report

The EIV system verifies tenant identities against SSA records. These records are compared to HUD data for a match on social security number, name, and date of birth.

PHAs are required to use EIV's Identity Verification Report on a monthly basis to improve the availability of income information in EIV [Notice PIH 2023-27].

When identity verification for a participant fails, a message will be displayed within the EIV system, and no income information will be displayed.

Roseville Housing Authority (RHA) Policy

RHA will identify participants whose identity verification has failed by reviewing EIV's Identity Verification Report on a monthly basis. RHA will attempt to resolve PIC/SSA discrepancies by obtaining appropriate documentation from the participant. When RHA determines that discrepancies exist due to PHA errors such as spelling errors or incorrect birth dates, the errors will be corrected as soon as possible.

Deceased Tenants Reports [Notice PIH 2012-4 and Notice PIH 2023-27]

The Deceased Tenant Report identifies residents that have been reported by the SSA as deceased. The PHA is required to review the report at least quarterly.

Roseville Housing Authority (RHA) Policy

The PHA will review the Deceased Tenants Report on a monthly basis.

When the Deceased Tenants Report identifies an individual as being deceased, PHAs must immediately send a letter to the head of household or emergency contact person (if the head of

Roseville Housing Authority

HCV Administrative Plan Page 7-10 Adopted May 18, 2016 household is deceased and there is no other adult household member) to confirm the death of the listed household member. The PHA must notify the owner in writing of the deceased head of household.

PHAs may list the EOP as the last day of the month in which the death occurred. The landlord is entitled to receive the full HAP amount for the month in which the tenant death occurred.

Roseville Housing Authority (RHA) Policy

RHA will list the EOP as the last day of the month in which the death occurred. The landlord is entitled to receive the full HAP amount for the month in which the tenant death occurred.

When the only remaining household member is the live-in aide, the live-in aide is not entitled or eligible for any rental assistance or continued occupancy. The PHA may not designate the live-in aide as the new head of household or change the relation code on the Form HUD-50058

Other EIV Reports [Notice PIH 2023-27]

The PHA is required to review the Multiple Subsidy Report at least quarterly and the Failed EIV Pre-Screening and Failed Verification (Failed SSA Identity Test) reports at least monthly.

7-I.F. LEVEL 4 VERIFICATION [Notice PIH 2023-27]

HUD identifies two types of Level 4 verification: written-third party verification from the source and EIV + self-certification. EIV may be used as written third-party verification and may be used to calculate income if the family agrees with the information in EIV and self-certifies that the amount is accurate and representative of current income. This practice is known as EIV + self-certification. When calculating income using this method, the PHA may use its discretion to determine which method of calculation is reasonable: the last four quarters combined or an average of any number of quarters. The family must be provided with the information from EIV.

Roseville Housing Authority (RHA) Policy

At annual reexamination, if RHA is unable to use a determination of income from a means-tested federal assistance program or an upfront verification such as The Work Number and if there are no reported changes to an income source, RHA will use EIV + self-certification as verification of employment income, provided the family agrees with the amounts listed in EIV.

RHA will use an average of the last two quarters of income listed in EIV to determine income from employment. RHA will provide the family with the information in EIV. The family will be required to sign a self-certification stating that the amount listed in EIV is accurate and representative of current income. If the family disagrees with the amount in EIV, the amount is not reflective of current income, or if less than two quarters are available in EIV, RHA will use written third-party verification from the source as outlined below.

RHA will not use this method of verification at new admission since EIV is not available for applicant families or at interim reexamination since the income information in EIV is not current.

Written Third-Party Verification from the Source

Written, third-party verification from the source is also known as "tenant-provided verification." In order to qualify as written-third party verification from the source, the documents must be original or authentic and (generally) dated within 120 days of the date received by the PHA. For fixed- income sources, a statement dated within the appropriate benefit year is acceptable documentation. Documents may be supplied by the family or received from a third-party source.

Examples of acceptable tenant-provided documents include, but are not limited to pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Income tax returns with corresponding official tax forms and schedules attached and including third-party receipt of transmission for income tax return filed (i.e., tax preparer's transmittal receipt, summary of transmittal from online source, etc.) are an acceptable form of written, third-party verification.

The PHA is required to obtain, at minimum, two current and consecutive pay stubs when calculating income using third-party verification from the source. For new income sources or when two pay stubs are not available, the PHA should determine income based on the information from traditional written, third-party verification form or the best available information.

When the family disputes EIV-reported employment income, the PHA uses written third-party verification.

When verification of assets is required, PHAs are required to obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

Roseville Housing Authority (RHA) Policy

In general, RHA will use third-party verification from the source in the following circumstances:

At annual reexamination when EIV + self-certification is not used; and

For all new admissions; and

For all interim reexaminations.

RHA will not use this method if RHA is able to use an income determination from a means-tested federal assistance program, an upfront verification system or if RHA uses EIV + self-certification as outlined above. In general, third-party documents provided by the family or the source must be dated within 120 days of the date received by RHA. However, for fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation.

RHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible. If RHA determines that third-party documents provided by the family are not acceptable, RHA will explain the reason to the family and request additional documentation from the family or will use a lower form of verification such as a written third-party verification form.

When verification of assets held by a banking or financial institution is required, RHA will obtain one statement that reflects the current balance of the account. When pay stubs are used, RHA will require the family to provide the two most current, consecutive pay stubs. At RHA's discretion, if additional paystubs are needed due to the family's circumstances (e.g., sporadic income, fluctuating schedule, etc.), RHA may request additional paystubs or a payroll record.

7-I.G. LEVEL 3 VERIFICATION: WRITTEN, THIRD-PARTY FORM [Notice PIH 2023 - 27]

This type of verification is a form developed by the PHA and used uniformly for all families when needed to collect information from a third-party source. This is known as "traditional third-party verification." PHAs send a PHA-developed form directly to the third-party source by mail, fax, or email and the source completes the form by hand (in writing or typeset).

The PHA may use this method when higher forms are unavailable or are rejected by the PHA or when the family is unable to provide acceptable verification. The PHA may skip this level of verification and may instead substitute oral third-party verification before moving to self-certification.

Roseville Housing Authority (RHA) Policy

Program participants are responsible for providing RHA requested documentation, however on a case-by-case basis RHA will attempt to send written third-party verification forms to the verification source whenever higher forms of verification are unavailable.

However, on a case-by-case basis, the PHA may choose to obtain oral third-party verification without first attempting, and in lieu of, a written-third party verification form.

7.I.H. LEVEL 2: ORAL THIRD-PARTY VERIFICATION [Notice PIH 2023-27]

For third-party oral verification, PHAs contact sources, identified by UIV techniques or by the family, by telephone or in person.

Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time—e.g., 10 business days.

PHAs must document in the file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.

The PHA may skip this level of verification if they attempted written third-party verification via a form and the source did not respond and move directly to self-certification.

Roseville Housing Authority (RHA) Policy

In general, RHA will attempt to obtain written third-party verification via a form from the verification source. If written third-party verification forms are not returned within 10 business days, RHA will accept attempt to obtain oral third-party verification.

IF RHA chooses to obtain oral third-party verification, RHA will document in the file the date and time of the telephone call or visit, the name of the person contacted and the telephone number, as well as the information confirmed.

When Third-Party Verification is Not Required [Notice PIH 2023-27]

Third-party verification may not be available in all situations. HUD has acknowledged that it may not be cost-effective or reasonable to obtain third-party verification of income, assets, or expenses when these items would have a minimal impact on the family's total tenant payment.

Roseville Housing Authority Policy

If the family cannot provide original documents, RHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Imputed Assets

HUD permits PHAs to accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

Value of Assets and Asset Income [24 CFR 982.516(a)]

For families with net assets totaling $5,000 or less, the PHA may accept the family's declaration of asset value and anticipated asset income. However, the PHA is required to obtain third-party verification of all assets regardless of the amount during the intake process and at least every three years thereafter.

Roseville Housing Authority Policy

For families with net assets totaling $5,000 or less, RHA will accept the family's self-certification of the value of family assets and anticipated asset income when applicable. The family's declaration must show each asset, and the amount of income expected from that asset. All family members 18 years of age and older must sign the family's declaration.

RHA will use third-party documentation for assets as part of the intake process, whenever a family member is added to verify the individual's assets, and every three years thereafter

7-I.I. LEVEL 1: NON-THIRD-PARTY VERIFICATION TECHNIQUE: SELF-CERTIFICATION [Notice PIH 2023-27]

Non-third-party verification consists of a signed statement of reported income and/or expenses. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other required verification techniques.

Self-certification, however, is an acceptable form of verification when:

- A source of income is fully excluded
- Net family assets total $50,000 or less and the PHA has adopted a policy to accept self-certification
- The family declares that they do not have any present ownership in any real property
- A family states that they have non-recurring income that will not be repeated in the coming year;

and/or

- The PHA has adopted a policy to implement streamlined annual recertifications for fixed sources of income (See Chapter 11)

When the PHA was required to obtain third-party verification but instead relies self-certification, the family's file must be documented to explain why third-party verification was not available.

HUD does not require that a self-certification be notarized; however, HUD recommends including language on any self-certification to ensure the certifier understands the consequences of knowingly providing false information.

Roseville Housing Authority Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to RHA

RHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to RHA and must be signed by the family member whose information or status is being verified

All self-certifications will include the following language:

"I/We, the undersigned, certify under penalty of perjury that the information provided here is true and correct, to the best of my knowledge and recollection. WARNING: Anyone who knowingly submits a false claim or knowingly makes a false statement is subject to criminal and/or civil penalties, including confinement for up to five years, fines, and civil and administrative penalties (18 U.S.C. 287, 1001, 1010, 1012; 31 U.S.C. 3279, 3802)."

PART II: VERIFYING FAMILY INFORMATION

7-II.A. VERIFICATION OF LEGAL IDENTITY

Roseville Housing Authority (RHA) Policy

RHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicles identification card U.S. military discharge (DD 214) Current U.S. passport Current government employer identification card with picture	Certificate of birth Adoption papers Custody agreement Health and Human Services ID Certified school records

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at RHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to RHA and must be signed by the family member whose information or status is being verified.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where RHA has reason to doubt the identity of a person representing themselves to be a participant.

7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216, Notice PIH 2023-27]

The family must provide documentation of a valid Social Security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include existing program participants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

Note that an individual who previously declared to have eligible immigration status may not change their declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Nor may the head of household opt to remove a household member from the family composition for this purpose.

The PHA must accept the following documentation as acceptable evidence of the social security number

- A n original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

While PHAs must attempt to gather third-party verification of SSNs prior to admission as listed above, PHAs also have the option of accepting a self-certification and a third-party document (such as a bank statement, utility or cell phone bill, or benefit letter) with the applicant's name printed on it to satisfy the SSN disclosure requirement if the PHA has exhausted all other attempts to obtain the required documentation. If verifying an individual's SSN using this method, the PHA must document why the other SSN documentation was not available.

If the tenant's SSN becomes verified in EIV, then no further verification is required. If the tenant's SSN fails the SSA identity match, then the PHA must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. The tenant's assistance must be terminated if they fail to provide the required documentation.

Roseville Housing Authority Policy

RHA will verify an individual's SSN in the situations described above using the method described above as a last resort when no other forms of verification of the individual's SSN are available.

The PHA may only reject documentation of an SSN provided by an applicant or participant if the document is not an original document or if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.

Roseville Housing Authority Policy

RHA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to RHA within 30 days with extensions given when through no fault of their own they could not obtain the documents within 30 days.

In the case of Moderate Rehabilitation Single Room Occupancy (SRO) individuals, the required documentation must be provided within 90 calendar days from the date of admission into the program. The PHA must grant one additional 90-day extension if it determines that the applicant's failure to comply was due to circumstances that were beyond the applicant's control and could not have been reasonably foreseen.

Roseville Housing Authority Policy

RHA will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency. If the individual fails to comply with SSN disclosure and documentation requirements upon expiration of the provided time period, RHA will terminate the individual's assistance.

If an applicant family includes a child under 6 years of age who joined the household within the 6 months prior to the date of voucher issuance, an otherwise eligible family may be admitted to the program and the family must provide documentation of the child's SSN within 90 days of the effective date of the initial HAP contract. A 90-day extension will be granted if the PHA determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control.

Roseville Housing Authority Policy

RHA will grant one additional 90-day extension if needed for reasons beyond the applicant's control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

When the participant requests to add a new household member, and has an SSN, the participant must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The PHA may not add the new household member until such documentation is provided.

When a participant requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the PHA determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control. During the period the PHA is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

Roseville Housing Authority (RHA) Policy

RHA will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously assisted occupancy.

Roseville Housing Authority (RHA) Policy

RHA will verify each disclosed SSN by:

Obtaining documentation from applicants and participants that is acceptable as evidence of social security numbers

Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

7-II.C. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

Roseville Housing Authority (RHA) Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, RHA will require the family to submit other documents that support the reported age of the family ember (e.g., school records, driver's license if birth year is recorded), in addition to providing, a self-certification.

Age must be verified only once during continuously assisted occupancy.

7-II.D. FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

Roseville Housing Authority (RHA) Policy

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

Roseville Housing Authority (RHA) Policy

Certification by the head of household is normally sufficient verification. If RHA has reasonable doubts about a marital relationship, RHA will require the family to document the marriage.

If verification of marriage is required, a marriage certificate is generally accepted.

Separation or Divorce

Roseville Housing Authority (RHA) Policy

Certification by the head of household is acceptable as supplemental verification but will not be used as sole verification. RHA will require the family to provide documentation of the divorce or separation using one of the following:

- **A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.**
- **A copy of a court-ordered maintenance or other court record is required to document a separation.**
- **If no court document is available, documentation from a community-based agency will be accepted.**

Absence of Adult Member

Roseville Housing Authority (RHA) Policy

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Foster Children and Foster Adults

Roseville Housing Authority (RHA) Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.E. VERIFICATION OF STUDENT STATUS

General Requirements

Roseville Housing Authority (RHA) Policy

RHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

• The family reports full-time student status for an adult other than the head, spouse, or co-head.

• The family reports childcare expenses to enable a family member to further his or her education.

• The family includes a student enrolled in an institution of higher education.
Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving HCV assistance.

Roseville Housing Authority (RHA) Policy

In accordance with the verification hierarchy described in Section 7-1.B, the PHA will determine whether the student is exempt from the restrictions in 24 CFR 5.612 by verifying any one of the following exemption criteria:

• The student is enrolled at an educational institution that does not meet the definition of institution of higher education in the Higher Education Act of 1965 (see Section Exhibit 3-2).

• The student is at least 24 years old.

• The student is a veteran, as defined in Section 3-II.E.

• The student is married.

• The student has at least one dependent child, as defined in Section 3-II.E.

• The student is a person with disabilities, as defined in Section 3-II.E, and was receiving assistance prior to November 30, 2005.

If RHA cannot verify at least one of these exemption criteria, RHA will conclude that the student is subject to the restrictions on assistance at 24 CFR 5.612. In addition to verifying the student's income eligibility, RHA will then proceed to verify either the student's parents' income eligibility (see Section 7-III.J) or the student's independence from his/her parents (see below).

Independent Student

Roseville Housing Authority (RHA) Policy

RHA will verify a student's independence from his/her parents to determine that the student's parents' income is not relevant for determining the student's eligibility. Written certification may be requested from the student's parents identifying the

amount of support they will be providing to the student, even if the amount of support is $0.

7-II.F. DOCUMENTATION OF DISABILITY

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services'website at http://www.hhs.gov/ocr/privacy/.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

Inquiry into an applicant's ability to meet the requirements of ownership or tenancy

Inquiry to determine whether an applicant is qualified for a dwelling available only to person swith disabilities or to persons with a particular type of disability

Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability

Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance

Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions [VG, p. 23].

Roseville Housing Authority (RHA) Policy

For family members claiming disability who receive disability benefits from the SSA, and for adult family members less than 62 years of age receiving SS and/or SSI benefits,

RHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system. If documentation from HUD's EIV

System is not available, RHA will request a current SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), RHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to RHA.

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.403.

Roseville Housing Authority (RHA) Policy

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition of disability.

Developmental disability will be verified one-time – there is no need to reverify this disability.

7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and PHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified it need not be collected or verified again during continuously assisted occupancy. [24 CFR 5.508(g)(5)]

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed by any family member 18 or older and by a guardian for minors. The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

Roseville Housing Authority (RHA) Policy

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless RHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals. The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-1 at the end of this chapter summarizes documents family members must provide.

PHA Verification [HCV GB, pp. 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. VERIFICATION OF PREFERENCE STATUS

The PHA must verify any preferences claimed by an applicant that determined placement on the waiting list.

PART III: VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

7-III.A. EARNED INCOME

Tips

Roseville Housing Authority (RHA) Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

Wages

Roseville Housing Authority (RHA) Policy

For wages other than tips, the family must provide originals of the two most current, consecutive pay stubs.

7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME

Roseville Housing Authority (RHA) Policy

Business owners and self-employed persons will be required to provide:

• An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted, and the business owner or self-employed person must certify to its accuracy.

• All schedules completed for filing federal and local taxes in the preceding year. RHA may require copies of receipts to support business deductions. Deductions will be allowed to the extent they are verifiable and in accord with IRS regulations.

• Transportation expenses for self-employment will be calculated using actual miles to and from work appointments and the standard business mileage rate instead of actual expenses for gas and oil.

For self-employed individuals who claim they do not to file tax returns, The PHA will obtain a completed copy of IRS Form 4506-T to verify that no return has been filed.

For those employed in "gig employment" (i.e., those in formal agreements with on-demand companies such as Uber, Lyft, or DoorDash), the PHA will provide a format for the individual to declare their income and expenses. The PHA will also review the printed statement of monthly income from the applicable app for all hours worked and pay received as well as the Schedule C of the individual's tax return and the corresponding IRS Form 1099 or 1099k

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations. At any reexamination the PHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

For policies governing streamlined income determinations for fixed sources of income, please see Chapter 11.

Social Security/SSI Benefits [Notice PIH 2023-27]

Verification requirements for Social Security (SS) and Supplemental Security Income (SSI) benefits differ for applicants and participants.

For applicants, since EIV does not contain SS or SSI benefit information, the PHA must ask applicants to provide a copy of their current SS and/or SSI benefit letter (dated within the last 120 calendar days) for each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the applicant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the applicant, make a photocopy of the document for the file, and return the original to the family.

For participants, the PHA must obtain information through the HUD EIV system and confirm with the participants that the current listed benefit amount is correct.

If the participant agrees with the amount reported in EIV, the PHA must use the EIV-reported gross

benefit amount to calculate annual income from Social Security. PHAs are required to use the EIV-reported SS and SSI benefit amounts when calculating income unless the tenant disputes the EIV-reported amount. For example, an SSA benefit letter may list the monthly benefit amount as $450.80 and EIV displays the amount as $450.00. The PHA must use the EIV-reported amount unless the participant disputes the amount.

If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in EIV, the PHA must request a current SSA benefit verification letter (dated within the last 120 calendar days) from each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the participant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the participant, make a photocopy of the document for the file, and return the original to the family.

Photocopies of social security checks or bank statements are not acceptable forms of verification for SS/SSI benefits.

7-III.D. ALIMONY OR CHILD SUPPORT

Roseville Housing Authority (RHA) Policy

If the family declares that it *receives regular, irregular, or no payments*, verification will be sought in the following order.

- **RHA will ask the family to provide a 12 Months Payment History printout from www.childsup.ca.gov. If the family does not have access to the internet RHA**
- **staff will schedule an appointment to allow the family use RHA's computer to print their Child Support payment history.**
- **Third-party verification form from the state or local child support agency with a request for a record of payments for the past 12 months and any known information about the likelihood of future payments.**
- **Third-party verification from the person paying the support**
- **Copy of the latest check and/or payment stubs.**
- **Family's self-certification of amount received Note: Families are not required to undertake independent enforcement action.7-III.E. NONRECURRING INCOME [Notice PIH 2023-27]**

Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, is considered nonrecurring income and is excluded from annual income. PHAs may accept a self-certification from the family stating that the income will not be repeated in the coming year.

Roseville Housing Authority Policy

RHA will require third-party verification that income sources will not be repeated in the coming year.

7-III.E. ASSETS AND INCOME FROM ASSETS

Net Family Assets [24 CFR 5.603]

At admission and reexam, for families with net assets totaling $50,000 or less (adjusted annually), the PHA may, but is not required to, accept the family's self-certification that the family's assets do not exceed $50,000 without taking any additional steps to verify the accuracy of the declaration. The declaration must include the amount of income the family expects to receive from assets which must be included in the family's income. This includes declaring income from checking and savings accounts which, although excluded from the calculation of net family assets (because the combined value of non-necessary personal property does not exceed $50,000), may generate asset income. PHAs must clarify during the self-certification process which assets are included/excluded from net family assets.

For PHAs that choose to accept self-certification, the PHA is required to obtain third-party verification of all assets, regardless of the amount, at least once every three years.

PHAs who choose not to accept self-certifications of assets must verify all families' assets on an annual basis

When net family assets have a total value over $50,000, the PHA may not rely on the family's self-certification. Third-party verification of assets is required when net family assets exceed $50,000, adjusted annually by HUD.

When verification of assets is required, PHAs are required to obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

Roseville Housing Authority Policy

Families are to provide one month of verification of assets for annual recertification. In some cases, additional months may be requested.

When verification is required, in determining the value of checking or savings accounts, RHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account when verification is required and the rate of return is known, RHA will multiply the current balance of the account by the current rate of interest paid on the account. If a checking account does not bear interest, the anticipated income from the account is zero.

Self-Certification of Real Property Ownership [24 CFR 5.618(b)(2)]

The PHA must determine whether a family has present ownership in real property that is suitable for occupancy for purposes of determining whether the family is compliant with the asset limitation described in Chapters 3 and 12. At admission and reexam, the PHA may accept a self-certification from the family that the family does not have any present ownership in any real property that is suitable for occupancy. If the family declares they have present ownership in real property, the PHA must obtain third-party verification.

Roseville Housing Authority Policy

If the family declares they have a present ownership in real property, RHA will obtain third-party verification of the following factors: whether the family has the legal right to reside in the property; whether the family has effective legal authority to sell the property; and whether the property is suitable for occupancy by the family as a residence. However, in cases where a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, RHA will comply with confidentiality requirements under 24 CFR 5.2007 and will accept a self-certification.

Both at admission and reexam, RHA may request self-certification from the family that the family does not have any present ownership in any real property. The certification will state that the family does not have any present ownership interest in any real property and must be signed by all family members 18 years of age and older. The PHA reserves the right to require additional verification in situations where the accuracy of the declaration is in question.

7-III.G. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The PHA needs to verify only those certifications that ~~warranty~~warranty documentation [HCV GB, p. 5-28].

Roseville Housing Authority (RHA) Policy

RHA will verify the value of assets disposed of only if:

- **RHA does not already have a reasonable estimation of its value from previously collected information, or**
- **The amount reported by the family in the certification appears obviously in error.**

7-III.H. NET INCOME FROM RENTAL PROPERTY

Roseville Housing Authority (RHA) Policy

The family must provide both of the following:

- **A current executed lease for the property that shows the rental amount or certification from the current tenant**
- **A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS**

Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, RHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

7-III.I. FEDERAL TAX REFUNDS OR REFUNDABLE TAX CREDITS [Notice PIH 2023-27]

PHAs are not required to verify the amount of the family's federal tax refund or refundable tax credit(s) if the family's net assets are equal to or below $50,000 (adjusted annually for inflation), even in years when full verification of assets is required or if the PHA does not accept self-certification of assets. PHAs must verify the amount of the family's federal tax refund or refundable tax credits if the family's net assets are greater than $50,000.

7-III.J. RETIREMENT ACCOUNTS

Roseville Housing Authority (RHA) Policy

RHA will accept written third-party documents provided by the family as evidence of the status of retirement accounts.

The type of original document that will be accepted depends upon the family member's retirement status.

***Before retirement*, RHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the**

account but in no case earlier than 6 months from the effective date of the examination.

***Upon retirement*, RHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.**

***After retirement*, RHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.**

If the family does not have documentation of retirement accounts RHA will send third-party verification forms to the source of the retirement account.

7-III.K. INCOME FROM EXCLUDED SOURCES [Notice PIH 2023-27]

A detailed discussion of excluded income is provided in Chapter 6, Part I.

HUD guidance on verification of excluded income draws a distinction between income which is fully excluded and income which is only partially excluded.

For fully excluded income, the PHA is not required to follow the verification hierarchy, document why third-party verification is not available, or report the income on the 50058. Fully excluded income is defined as income that is entirely excluded from the annual income determination (for example, food stamps, earned income of a minor, or foster care funds) [Notice PIH 2013-04].

PHAs may accept a family's signed application or reexamination form as self-certification of fully excluded income. They do not have to require additional documentation. However, if there is any doubt that a source of income qualifies for full exclusion; PHAs have the option of requiring additional verification.

For partially excluded income, the PHA is required to follow the verification hierarchy and all applicable regulations, and to report the income on the 50058. Partially excluded income is defined as income where only a certain portion of what is reported by the family qualifies to be excluded and the remainder is included in annual income (for example, the income of an adult full-time student, or income excluded under the earned income disallowance).

Roseville Housing Authority (RHA) Policy

RHA will accept the family's self-certification as verification of fully excluded income. RHA may request additional documentation if necessary to document the income source.

RHA will verify the source and amount of partially excluded income as described in Part 1 of this chapter.

7-III.L. ZERO INCOME STATUS REVIEWS [Notice PIH 2023-27]

A zero-income review is an assessment, sometimes periodic, performed by the PHA of the income of a family who claims that they do not receive income from any source, including from assets. During such reviews, it is common for PHAs to request that families complete and sign a worksheet explaining how they pay for the household's expenses. HUD does not require PHAs to conduct periodic zero income reviews. In calculating annual income, PHAs must not assign monetary value to nonmonetary in-kind donations from a food bank or similar organization received by the family [24 CFR § 5.609(b)(24)(vi)]. PHAs that perform zero income reviews must update local discretionary policies, procedures, and forms. Families who begin receiving income which does not trigger an interim reexamination should no longer be considered zero income even though the family's income is not reflected on the Form HUD-50058.

Roseville Housing Authority (RHA) Policy

Pursuant to 24 CFR Part 5, 24 CFR 982.551, and 24 CFR 982.552, the Roseville Housing Authority (RHA) will utilize all available Up-Front Income Verification (UIV) methods, including HUD's Enterprise Income Verification (EIV) system when applicable, and may obtain independent third-party verification to confirm the accuracy and completeness of all income information reported by program participants. This includes, but is not limited to, verification of unemployment benefits, Temporary Assistance for Needy Families (TANF), Social Security (SS), and Supplemental Security Income (SSI).

Households reporting zero annual income, or households whose reported income and/or assetsthat do not reasonable support disclosed recurring expenses,, will be required to disclose, certify, and provide documentation of all sources of financial support and all recurring monthly expenses. This requirement is consistent with family obligations under 24 CFR 982.551(b) to supply complete and accurate information necessary for RHA to administer the program.

RHA retains sole discretion to request additional documentation, conduct follow-up reviews, or require supplemental verification whenever reported information is incomplete, inconsistent, contradictory, unverifiable, or otherwise insufficient for RHA to make an eligibility determination.

RHA will schedule an in-office appointment to review income, expenses, and any documentation RHA deems necessary to determine eligibility or continued assistance. All adult household members will be required to attend, unless RHA approves an alternative method of participation as a reasonable accommodation under Section 504 of the Rehabilitation Act and HUD nondiscrimination regulations.

If the household fails to attend the scheduled appointment, RHA will allow one opportunity to reschedule. Failure to attend the second appointment, without good cause, constitutes a violation of family obligations under 24 CFR 982.551 and may result in denial or termination of assistance under 24 CFR 982.552. Any termination action will be subject to the family's right to an informal hearing under 24 CFR 982.555.

For purposes of this policy, RHA defines good cause as a circumstance beyond the household's reasonable control that prevents attendance at a required appointment or timely submission of documentation. Good cause may include, but is not limited to:

- **Serious illness, hospitalization, or medical emergency of a household member**
- **Death of an immediate family member**
- **Verified lack of necessary transportation**
- **A court appearance or legal obligation requiring attendance**
- **Severe weather or natural disaster preventing safe travel**
- **Circumstances requiring reasonable accommodation under Section 504**
- **Other unforeseeable circumstances that RHA, in its sole discretion, determines to be legitimate and unavoidable**

Documentation supporting a good-cause claim may be required. Failure to provide requested evidence may result in denial of the good-cause request.

~~**RHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, and general relief/assistance are not being received by families claiming to have zero annual income. Each adult family member with zero income, or insufficient assets and income to support anticipated monthly expenses will be required to provide monthly income and expense reports and the family may be asked to provide copies of utility bills.**~~

~~**If monthly income and expense reports are required, the due date for each month's form is 10 days following the end of each reporting month. If the form is not returned completed by the due date a reminder letter will be sent giving two more weeks to return the form. If the second deadline is missed, then the family will have their assistance terminated. If an exception to termination of assistance is made the family will be required to sign a form stating that they understand that this is a one-time exception of termination for late submittal of the required monthly income and expense reports.**~~

7-III.M. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)]

Any financial assistance, in excess of amounts received for tuition, that a person attending an institution of higher education receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education must be considered income unless the student is over the age of 23 with dependent children or is residing with parents who are seeking or receiving HCV assistance [24 CFR 5.609(b)(9) and FR 4/10/06].

For students over the age of 23 with dependent children or students residing with parents who are seeking or receiving HCV assistance, the full amount of student financial assistance is excluded from annual income [24 CFR 5.609(c)(6)]. The full amount of student financial assistance is also excluded for students attending schools that do not qualify as institutions of higher education (as defined in Exhibit 3-2). Excluded amounts are verified only if, without verification, the PHA would

not be able to determine whether or to what extent the income is to be excluded (see Section 7-III.H).

Roseville Housing Authority Policy

For a student subject to having a portion of his/her student financial assistance included in annual income in accordance with 24 CFR 5.609(b)(9), RHA will request written third-party verification of both the source and the amount. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, RHA will request written verification of the student's tuition amount. If RHA is unable to obtain third-party written verification of the requested information, RHA will pursue other forms of verification following the verification hierarchy in Section 7-I.B.

*The regulations under HOTMA distinguish between two categories of student financial assistance paid to both full-time and part-time students. Any assistance to students under section 479B of the Higher Education Act of 1965 (Tile IV of the HEA) must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i)]. Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the federally mandated income exclusions are excluded [24 CFR 5.609(b)(9)(ii)].

Roseville Housing Authority Policy

RHA will request written third-party verification of both the source and the amount of student financial assistance. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, unless the student's only source of assistance is assistance under Title IV of the HEA, RHA will request written verification of the cost of the student's tuition, books, supplies, room and board, and other required fees and charges to the student from the educational institution.

If RHA is unable to obtain third-party written verification of the requested information, RHA will pursue other forms of verification following the verification hierarchy in section 7-I.B.

7-III.N. PARENTAL INCOME OF STUDENTS SUBJECT TO ELIGIBILITY RESTRICTIONS

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the income of the student's parents must be considered when determining income eligibility, unless the student is determined independent from his or her parents in accordance with PHA policy [24 CFR 5.612 and FR 4/10/06, p. 18146].

This provision does not apply to students residing with parents who are seeking or receiving HCV assistance. It is limited to students who are seeking or receiving assistance on their own, separately from their parents.

Roseville Housing Authority (RHA) Policy

If RHA is required to determine the income eligibility of a student's parents, RHA will request an income declaration and certification of income from the appropriate parent(s) (as determined in Section 3-II.E). RHA will send the request directly to the parents, who will be required to certify to their income under penalty of perjury. The parents will be required to submit the information directly to RHA. The required information must be submitted (postmarked) within 10 business days of the date of RHA's request or within any extended timeframe approved by RHA.

RHA reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to, Internal Revenue Service (IRS) tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters, and other official and authentic documents from a federal, state, or local agency.

PART IV: VERIFYING MANDATORY DEDUCTIONS

7-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 6 (6-II.B.) for a full discussion of this deduction. The PHA must verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or co-head of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full-time student

Elderly/Disabled Family Deduction

See Eligibility chapter for a definition of elderly and disabled families and Chapter 6 (6-II.C.) for a discussion of the deduction. The PHA must verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

7-IV.B. HEALTH AND MEDICAL CARE EXPENSE DEDUCTION

Policies related to medical expenses are found in 6-II.D. The amount of the deduction will be verified following the standard verification procedures described in Part I.

The PHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine unreimbursed health and medical care expenses. The PHA may not request documentation beyond what is sufficient to determine anticipated health and medical care costs. Before placing bills and documentation in the tenant file, the PHA must redact all personally identifiable information [FR Notice 2/14/23]

Amount of Expense

Roseville Housing Authority (RHA) Policy

RHA cannot request information to verify medical expenses due to privacy laws.

Medical expenses will be verified through:

Written third-party documents provided by the family, such as pharmacy printouts, receipts and copies of cancelled checks used to make medical expense payments. RHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. RHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

Before placing bills and documentation in the tenant file, the PHA will redact all personally identifiable information.

If the PHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, the PHA will immediately dispose of this confidential information; this information will never be maintained in the individual's file. If the information needs to be disposed of, the PHA will note in the individual's file that verification was received, the date received, and the name and address of the person/organization that provided the verification. Under no circumstances will PHA include an applicant's or resident's medical records in the file [Notice PIH 2010-26].

In addition, the PHA must verify that:

• The household is eligible for the deduction.

• The costs to be deducted are qualified medical expenses.

• The expenses are not paid for or reimbursed by any other source.

• Costs incurred in past years are counted only once.

Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62, or a person with disabilities. The PHA must verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter and as described in Chapter 7 (7-IV.A.) of this plan.

Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 6 (6-II.D.) for the PHA's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

Roseville Housing Authority Policy

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

Expenses Incurred in Past Years

Roseville Housing Authority Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, RHA will verify:

• the anticipated repayment schedule; and

• the amounts paid in the past, and

• whether the amounts to be repaid have been deducted from the family's annual income in past years

7-IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

The PHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine unreimbursed auxiliary apparatus or attendance care costs. The PHA may not request documentation beyond what is sufficient to determine anticipated reasonable attendant care and auxiliary apparatus costs. Before placing bills and documentation in the tenant file, the PHA must redact all personally identifiable information [FR Notice 2/14/23].

Amount of Expense

Attendant Care

Roseville Housing Authority (RHA) Policy

RHA will accept written third-party documents provided by the family.

If family-provided documents are not available, RHA will provide a third-party

verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible

Auxiliary Apparatus

Roseville Housing Authority (RHA) Policy Expenses

for auxiliary apparatus will be verified

In addition, the PHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
- The expense permits a family member, or members, to work (as described in 6-II.E.).
- The expense is not reimbursed from another source (as described in 6-II.E.).

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The PHA will verify that the expense is incurred for a person with disabilities (See 7-II.F.)

Family Member(s) Permitted to Work

The PHA must verify that the expenses claimed actually enable a family member, or members,

(including the person with disabilities) to work.

Roseville Housing Authority (RHA) Policy

RHA will request that the family provide third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6-II.E.).

If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

Roseville Housing Authority (RHA) Policy

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

7-IV.D. CHILD CARE EXPENSES

Policies related to childcare expenses are found in Chapter 6 (6-II.F). The amount of the deduction will be verified following the standard verification procedures described in Part I of this chapter. In addition, the PHA must verify that:

- The child is eligible for care (12 or younger).
- The costs claimed are not reimbursed.
- The costs enable a family member to work, actively seek work, or further their education.
- The costs are for an allowable type of childcare.
- The costs are reasonable

Eligible Child

To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of 13. The PHA will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

Unreimbursed Expense

To be eligible for the childcare deduction, the costs must not be reimbursed by another source.

Roseville Housing Authority (RHA) Policy

The family (and the care provider) will be required to certify that the childcare expenses are not paid or reimbursed to the family from any source.

Pursuing an Eligible Activity

The PHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities

Roseville Housing Authority (RHA) Policy

Information to be Gathered

RHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible, RHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the PHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to RHA any reports provided to the other agency.

In the event third-party verification is not available, RHA will provide the family with a form on which the family member must record job search efforts. RHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

RHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the childcare is enrolled and provide information about the timing of classes for which the person is registered

Gainful Employment

RHA may seek verification from the employer of the work schedule of the person who is permitted to work by the childcare. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

Allowable Type of Child Care

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

Roseville Housing Authority (RHA) Policy

RHA will verify that the type of childcare selected by the family is allowable, as described in Chapter 6 (6-II.F).

RHA will verify that the fees paid to the childcare provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

RHA will verify that the childcare provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable childcare costs can be deducted.

Roseville Housing Authority (RHA) Policy

The actual costs the family incurs will be compared with RHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, RHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

EXHIBIT 7-1: SUMMARY OF DOCUMENTATION REQUIREMENTS

FOR NONCITIZENS [HCV GB, pp. 5-9 and 5-10]

<table>
<tr><td colspan="2">• All noncitizens claiming eligible status must sign a declaration of eligible immigrant status
• on a form acceptable to the PHA.
• Except for persons 62 or older, all noncitizens must sign a verification consent form
• • Additional documents are required based upon the person's statu</td></tr>
<tr><td colspan="2">Elderly Noncitizens
• A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old age benefits.</td></tr>
<tr><td colspan="2">All other Noncitizens
• Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.</td></tr>
<tr><td>• Form I-551 Alien Registration Receipt
• Card (for permanent resident aliens)
• Form I-94 Arrival-Departure Record
• annotated with one of the following:
• “Admitted as a Refugee Pursuant to
• Section 207”
• “Section 208” or “Asylum”
• “Section 243(h)” or “Deportation
• stayed by Attorney General”
• “Paroled Pursuant to Section 221 (d)(5) of the USCIS”</td><td>• Form I-94 Arrival-Departure Record with no annotation accompanied by:
• A final court decision granting asylum (but only if no appeal is taken);
• A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);
• A court decision granting withholding of deportation; or
• A letter from an asylum officer granting
• withholding or deportation (if application filed on or after 10/1/90).</td></tr>
<tr><td>• Form I-688 Temporary Resident Card
• annotated “Section 245A” or Section 210”</td><td>Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or
“Provision of Law 274a.12”.</td></tr>
<tr><td colspan="2">A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or
• Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register</td></tr>
</table>

Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes the PHA's policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what Payment Standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to the PHA. This part describes policies for recovery of monies that the PHA has overpaid on behalf of families, or to owners, and describes the circumstances under which the PHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect a PHA.

Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow.

Part VII: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level. This part describes the PHA's responsibilities for reporting, data collection, and record keeping relative to children with environmental intervention blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Determination of Insufficient Funding. This part describes the PHA's policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.

Part IX: Violence against Women Act (VAWA): Notification, Documentation, Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families and owners about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault and stalking; and maintaining the confidentiality of information obtained from victims.

PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

The PHA will maintain administrative fee reserves, or unrestricted net assets (UNP) for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a PHA fiscal year. HUD appropriations acts beginning with FFY 2004 have specified that administrative fee funding may be used only for activated related to the provision of HCV assistance, including related development activities. Administrative fees that remain in the UNP account from funding provided prior to 2004 may be used for "other housing purposes permitted by state and local law," in accordance with 24 CFR 982.155(b)(1).

If a PHA has not adequately administered its HCV program, HUD may prohibit use of funds in the UNP account and may direct the PHA to use funds in that account to improve administration of the program, for HCV HAP expenses, or to reimburse ineligible expenses in accordance with the regulation at 24 CFR 982.155(b)(3).

Roseville Housing Authority (RHA) Policy

Expenditures from the UNP account will be made in accordance with all applicable federal requirements.

PART II: SETTING PROGRAM STANDARDS AND SCHEDULES

16-II.A. OVERVIEW

Although many of the program's requirements are established centrally by HUD, the HCV program's regulations recognize that some flexibility is required to allow the PHA to adapt the program to local conditions. This part discusses how the PHA establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:

- *Payment Standards*, which dictate the maximum subsidy a family can receive (application of the Payment Standards is discussed in Chapter 6); and
- *Utility Allowances*, which specify how a family's payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 6).

Roseville Housing Authority (RHA) Policy

Copies of the Payment Standard and utility allowance schedules are available for review in RHA's office during normal business hours or online at www.roseville.ca.gov/rha.

Families, owners, and members of the public may submit written comments on the schedules discussed in this part, at any time, for consideration during the next revision cycle.

Establishing and updating the PHA passbook rate, which is used to calculate imputed income from assets, is covered in Chapter 6 (see Section 6-I.G.)

16-II.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

The Payment Standard sets the maximum subsidy payment a family can receive from the PHA each month [24 CFR 982.505(a)]. Payment Standards are based on **F**air **M**arket **R**ents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions FMRs are set at the 40th percentile of rents in the market area.

The PHA must establish a Payment Standard schedule that establishes Payment Standard amounts for each FMR area within the PHA's jurisdiction, and for each unit size within each of the FMR areas. For each unit size, the PHA may establish a single Payment Standard amount for the whole FMR area, or may set different Payment Standards for different parts of the FMR area. Unless HUD grants an exception, the PHA is required to establish a Payment Standard within a "basic range" established by HUD – between 90 and 110 percent of the published FMR for each unit size.

Updating Payment Standards

When HUD updates its FMRs, the PHA must update its Payment Standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require the PHA to make

further adjustments if it determines that rent burdens for assisted families in the PHA's jurisdiction are unacceptably high 24 CFR 982.503(g)].

Roseville Housing Authority (RHA) Policy

RHA will review the appropriateness of the Payment Standards when the new FMR is published, and at other times as deemed necessary. In addition to ensuring the Payment Standards are always within the "basic range" RHA will consider the following factors when determining whether an adjustment should be made to the Payment Standard schedule:

1. **Funding Availability: RHA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. RHA will compare the number of families who could be served under revised Payment Standard amounts with the number assisted under current Payment Standard amounts.**
2. **Rent Burden of Participating Families: Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly adjusted income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of adjusted monthly income as the family share, RHA may consider increasing the Payment Standard for the impacted bedroom size. In evaluating rent burdens, RHA will not include families renting a larger unit than their family voucher size.**
3. **Quality of Units Selected: RHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed for adequate quality housing.**

Changes to Payment Standard amounts will be effective as soon as possible based on when FMRs are published and when the analysis of Payment Standard is complete.

Exception Payment Standards [982.503(c)]

The PHA must request HUD approval to establish Payment Standards that are higher than the basic range. At HUD's sole discretion, HUD may approve a Payment Standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception Payment Standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception Payment Standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Unit-by-Unit Exceptions [24 CFR 982.503(c)(2)(ii), 24 CFR 982.505(d), Notice PIH 2010-26]

Unit-by-unit exceptions to the PHA's Payment Standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect the PHA's Payment Standard schedule.

When needed as a reasonable accommodation, the PHA may make an exception to the Payment Standard without HUD approval if the exception amount does not exceed 110 percent of the applicable FMR. The PHA may request HUD approval for an exception to the Payment Standard for a particular family if the required amount falls between 110 and 120 percent of the FMR.

Roseville Housing Authority (RHA) Policy

A family that requires a reasonable accommodation may request a higher Payment Standard at the time the Request for Tenancy Approval (RFTA) is submitted. The family must document the need for the exception. In order to approve an exception, or request an exception from HUD, RHA must determine that:

1. **There is a shortage of affordable units that would be appropriate for the family;**
2. **The family's TTP would otherwise exceed 40 percent of adjusted monthly income; and**
3. **The rent for the unit is reasonable.**

"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]

If a substantial percentage of families have difficulty finding a suitable unit, the PHA may request a "success rate Payment Standard" that applies to the entire jurisdiction. If approved by HUD, a success rate Payment Standard allows the PHA to set its Payment Standards at 90-110 percent of a higher FMR (the 50th, rather than the 40th percentile FMR). To support the request, the PHA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants;
- The PHA had established Payment Standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR; and
- The PHA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.

Although HUD approves the success rate Payment Standard for all unit sizes in the FMR area, the PHA may choose to adjust the Payment Standard for only some unit sizes in all, or a designated part, of the PHA's jurisdiction within the FMR area.

Decreases in the Payment Standard below the Basic Range [24 CFR 982.503(d)]

The PHA must request HUD approval to establish a Payment Standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve establishment of a Payment Standard lower than the basic range. HUD will not approve a lower Payment Standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

16-II.C. UTILITY ALLOWANCES [24 CFR 982.517]

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. The PHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

In the utility allowance schedule, the PHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

The cost of each utility and housing service must be stated separately by unit size and type.

Air Conditioning

An allowance for air-conditioning must be provided when the majority of housing units in the market have central air-conditioning or are wired for tenant-installed air conditioners.

Roseville Housing Authority (RHA) Policy

RHA has included an allowance for air-conditioning in its schedule. Central air-conditioning or a portable, window or wall air conditioner must be present in a unit before RHA will apply this allowance to a family's rent and subsidy calculations. A swamp cooler does not qualify for the air-conditioning allowance.

Reasonable Accommodation

HCV program regulations require a PHA to approve a utility allowance amount higher than shown on the PHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, the PHA will approve an allowance for air-conditioning, even if the PHA has determined that an allowance for air-conditioning generally is not needed (See Chapter 2 for policies regarding the request and approval of reasonable accommodations).

Utility Allowance Revisions

The PHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

The PHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

PART III: INFORMAL REVIEWS AND HEARINGS

16-III.A. OVERVIEW

Both applicants and participants have the right to disagree with, and appeal, certain decisions of the PHA that may adversely affect them. PHA decisions that may be appealed by applicants and participants are discussed in this section.

The process for applicant appeals of PHA decisions is called the "informal review." For participants (or applicants denied admission because of citizenship issues), the appeal process is called an "informal hearing". PHAs are required to include informal review procedures for applicants, and informal hearing procedures for participants in their administrative plans [24 CFR 982.54(d)(12) and (13)].

16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a "minimum hearing requirement" [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements ([*Federal Register* 60, no. 127 (3 July 1995):34690]).

Decisions Subject to Informal Review

The PHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family voucher size under the PHA subsidy standards
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to grant approval of the tenancy
- A PHA determination that the unit is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with the HQS due to family size or composition

Roseville Housing Authority (RHA) Policy

RHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying placement on RHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

Notice to the Applicant [24 CFR 982.554(a)]

The PHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

Scheduling an Informal Review

Roseville Housing Authority (RHA) Policy

A request for an informal review must be made in writing and delivered to RHA either in person or by first class mail, by the close of the business day, no later than 14 calendar days from the date of RHA's denial of assistance.

Informal Review Procedures [24 CFR 982.554(b)]

Roseville Housing Authority (RHA) Policy

The informal review must be conducted by a person other than the one who made or approved the decision under review and other than a subordinate of this person.

The informal review will consist of consideration of written information provided by the applicant regarding their objections to the decision of RHA. The applicant may also provide additional back-up documentation to be considered as part of their review.

Informal Review Decision [24 CFR 982.554(b)]

The PHA must notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

Roseville Housing Authority (RHA) Policy

In rendering a decision, RHA will evaluate the following matters:

- **Whether or not the grounds for denial were stated factually in the notice to the family.**
- **The validity of grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.**
- **The validity of the evidence. RHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, RHA will uphold the decision to deny assistance.**
- **If the facts prove the grounds for denial, and the denial is discretionary, RHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.**

RHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 14 calendar days of the informal review, to the applicant.

If the decision to deny assistance is overturned as a result of the informal review, processing of their application will resume.

If the family fails to provide information needed to complete their informal review, the denial of placement on the wait list or admission will stand and the family will be notified.

16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to approve a unit or tenancy
- A PHA determination that a unit selected by the applicant is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with HQS because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

Roseville Housing Authority (RHA) Policy

RHA will offer participants the opportunity for an informal hearing when required by the Federal regulations as cited above.

Informal Hearing Procedures

Notice to the Family **[24 CFR 982.555(c)]**

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family voucher size, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

Roseville Housing Authority (RHA) Policy

In cases where RHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

1. **The proposed action or decision of RHA;**
2. **The date the proposed action will take place;**
3. **A statement of the family's right to an explanation of the basis for RHA's decision;**

4. **A statement that if the family does not agree with the decision the family may request an informal hearing of the decision; and**
5. **A deadline for the family to request the informal hearing.**

Scheduling an Informal Hearing [24 CFR 982.555(d)]

When an informal hearing is required, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

Roseville Housing Authority (RHA) Policy

A request for an informal hearing must be made in writing and delivered to RHA either in person or by first class mail, by the close of the business day, no later than 14 calendar days from the date of RHA's decision or notice to terminate assistance.

RHA will schedule and send written notice of the informal hearing to the family when the hearing has been scheduled. The family may request to reschedule a hearing for "good cause", or if it is needed as a reasonable accommodation for a person with disabilities. "Good cause" is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made in writing prior to the hearing date. At its discretion, RHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the appellant does not appear, or appears later than ten minutes after the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact RHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. RHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities. If there was no good cause for failing to appear, the appellant forfeits his right to a hearing.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing, any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

Roseville Housing Authority (RHA) Policy

The family must request discovery of RHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.

RHA must be given an opportunity to examine at the RHA offices before the hearing any family documents that are directly relevant to the hearing. Any documents presented by the family at the time of the hearing may delay the timely rendering of the Hearing Officer's decision; however, the documents will be admitted for consideration, just as Witness testimony will be considered at the time of the hearing.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Roseville Housing Authority (RHA) Policy

If the appellant will be represented by an attorney, they must notify RHA within 7 days from the date of the hearing appointment letter so that RHA can arrange to have legal representation. If necessary the hearing may be rescheduled to a later date to accommodate the attorney for RHA.

Informal Hearing Officer [24 CFR 982.555(e)(4)]

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

Roseville Housing Authority (RHA) Policy

An audio recording of the hearing may be made to assist the Hearing Officer in preparing the hearing decision. If a recoding has been made, once the hearing decision has been completed, the audio file will be destroyed. An exception to this policy would be if a copy of the recording is requested by the client at the hearing. When a copy of the recording is provided to the client, a copy will also be retained in the client file.

Attendance at the Informal Hearing

Roseville Housing Authority (RHA) Policy

Hearings will be attended by a hearing officer, the participant and applicable RHA staff and may be attended by:

- **Witnesses for RHA and/or the participant**
- **The participant's counsel or other representative**
- **Any other person approved by RHA as a reasonable accommodation for a person with a disability**

Conduct at Hearings

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA's hearing procedures [24 CFR 982.555(4)(ii)].

Roseville Housing Authority (RHA) Policy

The Hearing Officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees

are expected to comply with all hearing procedures established by the Hearing Officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the Hearing Officer.

Evidence **[24 CFR 982.555(e)(5)]**

The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Roseville Housing Authority (RHA) Policy

Any evidence to be considered by the Hearing Officer must be presented at the time of the hearing. There are four categories of evidence.

1. **Oral evidence: the testimony of witnesses**
2. **Documentary evidence: a writing which is relevant to the case, for example, a letter written to RHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.**
3. **Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.**
4. **Real evidence: A tangible item relating directly to the case.**

Hearsay Evidence **is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.**

If either RHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

Hearing Officer's Decision **[24 CFR 982.555(e)(6)]**

The person who conducts the hearing must issue a written decision, stating the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the hearing decision must be furnished promptly to the family.

Roseville Housing Authority (RHA) Policy

In rendering a decision, the Hearing Officer will consider the following matters:

1. **RHA Notice to the Family: The Hearing Officer will determine if the reasons for RHA's decision are factually stated in the Notice.**

2. **<u>Discovery</u>: The hearing officer will determine if RHA and the family were given the opportunity to examine any relevant documents in accordance with RHA policy.**
3. **<u>RHA Evidence to Support RHA Decision</u>: The evidence consists of the facts presented. The Hearing Officer will evaluate the facts to determine if they support RHA's conclusion.**
4. **<u>Validity of Grounds for Termination of Assistance (when applicable)</u>: The Hearing Officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and RHA policies. If the grounds for termination are not specified in the regulations or in compliance with RHA policies, then the decision of RHA will be overturned.**

The Hearing Officer will issue a written decision to the family and RHA no later than 14 calendar days after the hearing. The report will contain the following information:

- **<u>Hearing information</u>:**
  1. **Name of the participant;**
  2. **Date, time and place of the hearing;**
  3. **Name of the Hearing Officer;**
  4. **The hearing decision and the basis for the decision.**
     - **If the decision is to uphold the proposed termination, the date of termination will be 45 days from the date of the hearing decision letter.**

Procedures for Rehearing or Further Hearing

<u>Roseville Housing Authority (RHA) Policy</u>

The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of RHA will take effect and another hearing will not be granted.

PHA Notice of Final Decision [24 CFR 982.555(f)]

The PHA is not bound by the decision of the Hearing Officer for matters in which the PHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the Hearing Officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to federal, state or local laws.

If the PHA determines it is not bound by the Hearing Officer's decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

<u>Roseville Housing Authority (RHA) Policy</u>

RHA will mail the notice of final decision to the participant and their representative. This notice will be sent by first-class mail, postage pre-paid with an affidavit of

mailing enclosed. A copy of the notice of final decision along with the original proof mailing will be maintained in RHA's file.

16-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

The notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

USCIS Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 calendar days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and the proof of mailing.

Roseville Housing Authority (RHA) Policy

RHA will notify the family in writing of the results of the USCIS secondary verification within 14 calendar days of receiving the results.

The family must provide RHA with a copy of the written request for appeal and proof of mailing within 14 calendar days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

Roseville Housing Authority (RHA) Policy

RHA will send written notice to the family of its right to request an informal hearing within 14 calendar days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

Roseville Housing Authority (RHA) Policy

If the appellant will be represented by an attorney, they must notify RHA within 7 days from the date of the hearing appointment letter so that RHA can arrange to have legal representation. If necessary the hearing may be rescheduled to a later date to accommodate the attorney for RHA.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the PHA, as may be agreed upon by the two parties.

Roseville Housing Authority (RHA) Policy

If interpretation services are provided by RHA, they may be conducted via conference call versus onsite language interpretation.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

Hearing Decision

The PHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 16-III.C.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

PART IV: OWNER OR FAMILY DEBTS TO THE PHA

16-IV.A. OVERVIEW

PHAs are required to include in the Administrative Plan, policies concerning repayment by a family of amounts owed to the PHA [24 CFR 982.54]. This part describes the PHA's policies for recovery of monies owed to the PHA by families or owners.

Roseville Housing Authority (RHA) Policy

When an action or inaction of an owner or participant family results in the overpayment of housing assistance, RHA holds the owner or participant family liable to return any overpayments to RHA.

RHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When an owner or ~~participant~~ participant family refuses to repay monies owed to RHA, RHA will utilize other available collection alternatives including, but not limited to, the following:

- **Collection agencies**
- **Small claims court**
- **Civil law suit**
- **State income tax off-set program**

16-IV.B. REPAYMENT POLICY

Owner Debts to the PHA

Roseville Housing Authority (RHA) Policy

- **Any amount due to RHA by an owner must be repaid by the owner within 30 calendar days of RHA determination of the debt.**
- **If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, RHA will reduce the future HAP payments by the amount owed until the debt is paid in full.**
- **If the owner refuses to repay the debt, RHA will ban the owner from future participation in the program and pursue other means of collection.**

Family Debts to the PHA

Roseville Housing Authority (RHA) Policy

- **Any amount due to RHA by an HCV participant must be repaid by the family. If the family is unable to repay the debt within 30 days, RHA may offer to enter into a Repayment Agreement in accordance with RHA's policies.**

- **If the participant family refuses to repay the debt, enter into a Repayment Agreement, or breaches a Repayment Agreement, RHA will terminate the assistance upon notification to the family and pursue other means of collection.**

Repayment Agreement [24 CFR 792.103]

The term *Repayment Agreement* refers to a formal written document signed by a ~~tenant~~ participant family or owner and provided to the PHA in which a ~~tenant~~ participant family or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

Repayment Agreement Guidelines

Roseville Housing Authority (RHA) Policy

- **When calculating a Repayment Agreement, unreported income will begin to be counted the month following the start of the unreported income.**
- **If the unreported income, calculated with all other income, does not result in an increase of >$400 per month, a Repayment Agreement is not required as the RHA would not have processed an interim reexamination for the income had it been reported.**
- **If the unreported income, calculated with all other income, does not initially result in an increase of >$400 per month, the Repayment Agreement calculations will begin the first month that the change in income results in an increase of income of >$400 per month.**
- **If during the calculation of the Repayment Agreement there are some months of underpaid HAP, those months of underpaid HAP will be included in the calculations to determine the total amount of overpaid HAP. If the final result is an underpayment of HAP, there will be no Repayment Agreement, and there will be no payment of the underpaid HAP that resulted from unreported income.**
- **The RHA 30 day's notice of increased tenant rent is forfeited for failing to report the increased income.**

Payment Thresholds

Roseville Housing Authority (RHA) Policy

The amount of monthly payment will be based on amount owed as follows:

- **The minimum monthly payment will be $50.00**
- **All amounts owed must be paid within 3 years**
- **All payment amounts will be rounded up to the nearest $5.00**

Written requests will be considered to reduce monthly payments as cited above in cases of hardship.

Execution of the Agreement

Roseville Housing Authority (RHA) Policy

All adult household members must sign the Repayment Agreement. RHA will not consider a Repayment Agreement valid or enforceable until all required signatures have been obtained.

~~The head of household and spouse/co-head (if applicable) must sign the Repayment~~ Agreement.

Due Dates

Roseville Housing Authority (RHA) Policy

All payments are due by the close of business on the first day of the month. If the first day of the month does not fall on a business day, the due date is the close of business on the next business day.

Non-Payment

Roseville Housing Authority (RHA) Policy

Payments under a repayment agreement are due on the 1st of each month. If the full payment has not been received by the 10th of the month the payment will be considered late and a $3~~1~~0 late fee will be assessed. RHA will send ~~the family~~ a delinquency notice giving the family 14 calendar days to make the late payment and a reminder of the $~~1~~30 late fee. ~~If the payment and~~Failure to submit the required payment and late fee ~~are not received~~ by the ~~due date of~~deadline stated in the delinquency notice ~~it~~ will ~~be considered~~constitute a breach of the agreement and RHA will propose termination of the family's current assistance and the repayment agreement will be ~~sent~~ referred to the City Attorney for collections.

If a payment is returned due to non-sufficient funds (NSF), a $30 NSF fee will be assessed and must be paid in addition to all other amounts owed. Following an NSF occurrence, RHA will no longer accept personal checks from the participant and will require all future payments to be made by money order or cashier's check.

A third late payment will cause the balance of the repayment agreement to become due and payable. Notice will be sent to the family that the balance of the repayment agreement is due and payable in full in order to continue to receive rental assistance. If payment in full is not received within 30 days, RHA will propose termination of the family's rental assistance and the repayment agreement will be sent to the City Attorney for collections.

No Offer of Repayment Agreement

Roseville Housing Authority (RHA) Policy

RHA will not enter into a Repayment Agreement if:

1. There is already a Repayment Agreement in place with the family;
2. There has previously been an overpayment of HAP for the same reason; or
3. Monies owed are a result of intentional fraud or omission.

PART V: SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)

16 V.A. OVERVIEW

The Section 8 Management Assessment Program (SEMAP) is a tool that allows HUD to measure PHA performance in key areas to ensure program integrity and accountability. SEMAP scores translate into a rating for each PHA as high performing, standard, or troubled. Scores on individual SEMAP indicators, as well as overall SEMAP ratings, can affect the PHA in several ways.

- High-performing PHAs can be given a competitive advantage under notices of funding availability [24 CFR 985.103].
- PHAs with deficiencies on one or more indicators are required to correct the deficiencies and report to HUD [24 CFR 985.106].
- PHAs with an overall rating of "troubled" are subject to additional HUD oversight, including on-site reviews by HUD staff, a requirement to develop a corrective action plan, and monitoring to ensure the successful implementation of the corrective action plan. In addition, PHAs that are designated "troubled" may not use any part of the administrative fee reserve for other housing purposes [24 CFR 985.107].
- HUD may determine that a PHA's failure to correct identified SEMAP deficiencies or to prepare and implement a corrective action plan required by HUD constitutes a default under the ACC [24 CFR 985.109].

16-V.B. SEMAP CERTIFICATION [24 CFR 985.101]

PHAs must submit the HUD-required SEMAP certification form within 60 calendar days after the end of its fiscal year. The certification must be approved by PHA board resolution and signed by the PHA executive director. If the PHA is a unit of local government or a state, a resolution approving the certification is not required, and the certification must be executed by the Section 8 program director.

PHAs with less than 250 voucher units are only required to be assessed every other PHA fiscal year. HUD will assess such PHAs annually if the PHA elects to have its performance assessed on an annual basis; or is designated as "troubled" [24 CFR 985.105].

Failure of a PHA to submit its SEMAP certification within the required time frame will result in an overall performance rating of "troubled."

A PHA's SEMAP certification is subject to HUD verification by an on-site confirmatory review at any time.

Upon receipt of the PHA's SEMAP certification, HUD will rate the PHA's performance under each SEMAP indicator in accordance with program requirements.

HUD Verification Method

Several of the SEMAP indicators are scored based on a review of a quality control sample selected for this purpose. The PHA or the Independent Auditor must select an unbiased sample

that provides an adequate representation of the types of information to be assessed, in accordance with SEMAP requirements [24 CFR 985.2].

If the HUD verification method for the indicator relies on data in the Form-50058 module (formerly known as MTCS) in the PIH Information Center (PIC), and HUD determines that those data are insufficient to verify the PHA's certification on the indicator due to the PHA's failure to adequately report family data, HUD will assign a zero rating for the indicator [24 CFR 985.3].

16-V.C. SEMAP INDICATORS [24 CFR 985.3 and form HUD-52648]

The table below lists each of the SEMAP indicators, contains a description of each indicator, and explains the basis for points awarded under each indicator.

A PHA that expends less than $300,000 in Federal awards and whose Section 8 programs are not audited by an independent auditor, is not be rated under SEMAP indicators 1-7.

SEMAP Indicators
Indicator 1: Selection from the waiting list **Maximum Score: 15** • This indicator shows whether the PHA has written policies in its Administrative Plan for selecting applicants from the waiting list and whether the PHA follows these policies when selecting applicants for admission from the waiting list. • Points are based on the percent of families that are selected from the waiting list in accordance with the PHA's written policies, according to the PHA's quality control sample.
Indicator 2: Rent reasonableness **Maximum Score: 20** • This indicator shows whether the PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units • Points are based on the percent of units for which the PHA follows its written method to determine reasonable rent and has documented its determination that the rent to owner is reasonable, according to the PHA's quality control sample.
Indicator 3: Determination of adjusted income **Maximum Score: 20** • This indicator measures whether the PHA verifies and correctly determines adjusted income for each assisted family, and where applicable, uses the appropriate utility allowances for the unit leased in determining the gross rent. • Points are based on the percent of files that are calculated and verified correctly, according to the PHA's quality control sample.
Indicator 4: Utility allowance schedule **Maximum Score: 5** • This indicator shows whether the PHA maintains an up-to-date utility allowance schedule.

- Points are based on whether the PHA has reviewed the utility allowance schedule and adjusted it when required, according to the PHA's certification.

Indicator 5: HQS quality control inspections
Maximum Score: 5

- This indicator shows whether a PHA supervisor reinspects a sample of units under contract during the PHA fiscal year, which meets the minimum sample size requirements for quality control of HQS inspections.
- Points are based on whether the required quality control reinspections were completed, according to the PHA's certification.

Indicator 6: HQS enforcement
Maximum Score: 10

- This indicator shows whether, following each HQS inspection of a unit under contract where the unit fails to meet HQS, any cited life-threatening deficiencies are corrected within 24 hours from the inspection and all other deficiencies are corrected within no more than 30 calendar days from the inspection or any PHA-approved extension.
- Points are based on whether the PHA corrects all HQS deficiencies in accordance with required time frames, according to the PHA's certification.

Indicator 7: Expanding housing opportunities
Maximum Points: 5

- Only applies to PHAs with jurisdiction in metropolitan FMR areas.
- This indicator shows whether the PHA has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration; informs voucher holders of the full range of areas where they may lease units both inside and outside the PHA's jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.
- Points are based on whether the PHA has adopted and implemented written policies in accordance with SEMAP requirements, according to the PHA's certification.

Indicator 8: FMR limit and Payment Standards
Maximum Points: 5 points

- This indicator shows whether the PHA has adopted a Payment Standard schedule that establishes Payment Standard amounts by unit size for each FMR area in the PHA's jurisdiction, that are within the basic range of 90 to 110 percent of the published FMR.
- Points are based on whether the PHA has appropriately adopted a Payment Standard schedule(s), according to the PHA's certification.

Indicator 9: Annual reexaminations
Maximum Points: 10

- This indicator shows whether the PHA completes a reexamination for each participating family at least every 12 months.
- Points are based on the percent of reexaminations that are more than 2 months overdue, according to data from PIC.

Indicator 10: Correct tenant rent calculations
Maximum Points: 5

- This indicator shows whether the PHA correctly calculates the family's share of the rent to owner.
- Points are based on the percent of correct calculations of family share of the rent, according to data from PIC.

Indicator 11: Pre-contract HQS inspections
Maximum Points: 5

- This indicator shows whether newly leased units pass HQS inspection on or before the effective date of the assisted lease and HAP contract.
- Points are based on the percent of newly leased units that passed HQS inspection prior to the effective date of the lease and HAP contract, according to data from PIC.

Indicator 12: Annual HQS inspections
Maximum Points: 10

- This indicator shows whether the PHA inspects each unit under contract at least annually.
- Points are based on the percent of annual HQS inspections of units under contract that are more than 2 months overdue, according to data from PIC.

Indicator 13: Lease-up
Maximum Points: 20 points

- This indicator shows whether the PHA enters HAP contracts for the number of units or funding reserved under ACC for at least one year.
- Points are based on the percent of units leased during the last completed PHA fiscal year, or the percent of allocated budget authority that has been expended by the PHA, according to data from the PHA's last year-end operating statement that is recorded in HUD's accounting system.

Indicator 14: Family self-sufficiency (FSS) enrollment and escrow account balances
Maximum Points: 10

- Only applies to PHAs with mandatory FSS programs.
- This indicator shows whether the PHA has enrolled families in the FSS program as required, and measures the percent of current FSS participants that have had increases in earned income which resulted in escrow account balances.
- Points are based on the percent of mandatory FSS slots that are filled and the percent of families with escrow account balances, according to data from PIC.

Success Rate of Voucher Holders
Maximum Points: 5

- Only applies to PHAs that have received approval to establish success rate Payment Standard amounts, and isn't effective until the second full PHA fiscal year following the date of HUD approval of success rate Payment Standard amounts.
- This indicator shows whether voucher holders were successful in leasing units with voucher assistance.

- Points are based on the percent of families that were issued vouchers, and that became participants in the voucher program.

Deconcentration Bonus Indicator
Maximum Points: 5

- Submission of data for this indicator is mandatory for a PHA using one or more Payment Standard amount(s) that exceed(s) 100 percent of the published FMR set at the 50 percentile rent, starting with the second full PHA fiscal year following initial use of Payment Standard amounts based on the FMRs set at the 50th percentile.
- Additional points are available to PHAs that have jurisdiction in metropolitan FMR areas and that choose to submit the required data.
- Points are based on whether the data that is submitted meets the requirements for bonus points.

PART VI: RECORD KEEPING

16-VI.A. OVERVIEW

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

16-VI.B. RECORD RETENTION [24 CFR 982.158]

During the term of each assisted lease, and for at least three years thereafter, the PHA must keep:

- A copy of the executed lease;
- The HAP contract; and
- The application from the family.

In addition, the PHA must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;
- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B.
- Accounts and other records supporting PHA budget and financial statements for the program;
- Records to document the basis for PHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
- Other records specified by HUD.

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 16-III.D., Retention of Documents.

16-VI.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

Roseville Housing Authority (RHA) Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized RHA staff.

RHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Copies of Documents

Roseville Housing Authority (RHA) Policy

If an applicant or participant request copies of file documents, RHA will determine if they are able to provide the requested documents. Certain information may only be released to the applicable household member, such as copies of adult household member's social security card, driver's license, EIV information or other documents containing personal information. When copies are provided, the first 9 copies will be provided at no charge. Additional copies will be charged at the rate of 5 cents each.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data.*

Roseville Housing Authority (RHA) Policy

Prior to utilizing HUD's EIV system, RHA will adopt and implement EIV security procedures required by HUD.

Criminal Records

Pursuant to California Penal Code Section 11105.03, local law enforcement agencies are authorized to provide state criminal summary history information obtained through CLETS (California Law Enforcement Telecommunications System) to the PHA for purposes of screening prospective participants. The PHA may only disclose the criminal conviction records which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28].This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

Roseville Housing Authority (RHA) Policy

RHA conducts criminal background checks on all adult household members at new admission and whenever an adult (age 18 or older) is added to an assisted household, as authorized under 24 CFR 5.903 and 24 CFR 982.553.

RHA will determine whether any adult household member has engaged in:

- **○ Violent criminal activity**
- **○ Drug-related criminal activity**
- **○ Criminal activity threatening the health, safety, or peaceful enjoyment of others**
- **○ Methamphetamine manufacture on federally assisted property**
- **○ Any lifetime sex-offender registration offense (24 CFR 982.553(a)(2)(i))**

RHA will conduct a nationwide sex-offender check using the Dru Sjodin National Sex Offender Public Website.

All screening is completed exclusively through Live Scan fingerprinting at the RHA office. Fingerprints are transmitted electronically to the FBI via NCR, an FBI-approved channeler, which returns the results to RHA.

RHA may also use non-federal criminal history sources as permitted by 24 CFR

5.903.

Criminal history information obtained under 24 CFR 5.903 is confidential and stored in secure, restricted-access locations.

Under 24 CFR 5.903(f), RHA will provide an individual with a copy of their own criminal history only when the individual:

1. ~~The request is s~~Submit~~sted~~ the request in writing;

2. ~~The individual a~~Appears in person; and

3. Presents valid government-issued photo identification.

No criminal background records will be mailed, emailed, faxed, or released to any third party.

In accordance with 24 CFR 5.903(g), all criminal history information and copies will be destroyed within 30 days of RHA's final eligibility decision through a commercial shredding service.

~~Criminal background checks are conducted on all adult household members at new admission and adult additions (age 18 or older) to the household. RHA will provide Roseville Police Department (PD) the names of applicants for HCV rental assistance (this includes adults requesting to be added to an assisted household). Roseville PD will identify if any applicant has been arrested and convicted for violent criminal or drug related activity, other criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, for manufacturing methamphetamine, or if~~ they are a registered sex offender.

~~For applicants that have been identified as having been convicted of the above criminal activity, RHA will require the applicant to be fingerprinted which will be submitted to an agency that obtains detailed criminal records from the FBI. All confidential criminal history information received will be maintained in secure areas not accessible to the general public. This information will only be available to the Housing Supervisor, RHA Housing Analyst, Senior Housing Technician and Housing Technicians.~~

~~The summary criminal history information in the possession of RHA, and all copies made from it, shall be destroyed not more than 30 days after RHA's final decision~~

whether to act on the housing status of the individual to whom the information relates. The records will be destroyed by a commercial shredding service.

Medical/Disability Records

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides more information than is necessary to verify a requested accommodation, the PHA will not place this information in the tenant file. The PHA will either destroy the document or redact confidential information that is not required.

Documentation of Domestic Violence, Dating Violence, Sexual Assault or Stalking

For requirements and PHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault or stalking, see section 16-IX.E..

PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

16-VII.A. OVERVIEW

The PHA has certain responsibilities relative to children with environmental intervention blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that the PHA is subject to.

16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e)]

The PHA must report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional.

Roseville Housing Authority (RHA) Policy

RHA will provide the Placer County Public Health Department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

PART VIII: DETERMINATION OF INSUFFICIENT FUNDING

16-VIII.A. OVERVIEW

The HCV regulations allow PHAs to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.354(e)(1) and 982.454]. If a PHA denies a family a portability move based on insufficient funding, the PHA is required to notify the local HUD office within 10 business days [24 CFR 982.354].Insufficient funding may also impact the PHA's ability to issue vouchers to families on the waiting list. This part discusses the methodology the PHA will use to determine whether or not the PHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

16-VIII.B. METHODOLOGY

Roseville Housing Authority (RHA) Policy

RHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing RHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, RHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased for the remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if RHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, RHA will be considered to have insufficient funding.

For action that will be taken by RHA if there is insufficient funding, see Section 12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS

PART IX: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATIONS, DOCUMENTATION, CONFIDENTIALITY

16-IX.A. OVERVIEW

The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for or receiving assistance under the housing choice voucher (HCV) program. If your state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality.

16-IX.B. DEFINITIONS [24 CFR 5.2003, 42 USC 13925]

As used in VAWA

- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship
  - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- The term *affiliated individual* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
  - Any other individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault or stalking.
- The term *sexual assault* means:
  - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent.

- The term *stalking* means:
  - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]

PHAs are required to inform program participants of their rights under VAWA, including their right to confidentiality and the limits thereof.

Roseville Housing Authority (RHA) Policy
RHA will provide all participants with notification of their protections and rights under VAWA at the time of admission.

The notice will explain the protections afforded under the law and inform the participant of RHA confidentiality requirements.

RHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA.

Notification to Applicants

Roseville Housing Authority (RHA) Policy
RHA will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance. The notice will explain the protections afforded under the law and inform each applicant of RHA confidentiality requirements.

Notification to Owners and Managers [24 CFR 5.2007(3)(ii)]

VAWA requires PHAs to notify owners and managers of their rights and responsibilities under this law.

Roseville Housing Authority (RHA) Policy
RHA may utilize any or all of the following means to notify owners of their VAWA responsibilities:

- **As appropriate in day to day interactions with owners and managers.**
- **Informational inserts in HAP payments, 1099s, owner workshops, classes, orientations, owner information packets, and/or newsletters. Signs in RHA lobby and/or mass mailings which include model VAWA certification forms.**

16-IX.D DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, stalking, or criminal activity related to any of these forms of abuse may – but is not required to – request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at

least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHAs' request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

(1) A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and known to the victim

(2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record.

(3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in questions are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA final rule].

Roseville Housing Authority (RHA) Policy

Any request for documentation of domestic violence, dating violence, sexual assault, or staking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

RHA may, in its discretion, extend the deadline for 10 business days. Any extension granted by RHA will be in writing.

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

Roseville Housing Authority (RHA) Policy

If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e)and by following any HUD guidance on how such determinations should be made.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence – i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007 (b)

Roseville Housing Authority (RHA) Policy

If RHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, RHA will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

16-IX.E CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to the PHA regarding domestic violence, dating violence, sexual assault, or stalking, including in the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

Roseville Housing Authority (RHA) Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, RHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

EXHIBIT 16-1: SAMPLE NOTICE TO HOUSING CHOICE VOUCHER APPLICANTS AND TENANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

This sample notice was adapted from a notice prepared by the National Housing Law Project.

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, or stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your rights under VAWA.

Protections for Victims

If you are eligible for a Section 8 voucher, the housing authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, sexual assault, or stalking.

If you are the victim of domestic violence, dating violence, sexual assault, or stalking, you cannot be terminated from the Section 8 program or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a member of your household or a guest can't be the reason for evicting you or terminating your rental assistance if you were the victim of the abuse.

Reasons You Can Be Evicted

You can be evicted and your rental assistance can be terminated if the housing authority or your landlord can show there is an *actual* and *imminent* (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking committed against you. The housing authority and your landlord cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

Removing the Abuser from the Household

Your landlord may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the assisted unit. Also, the housing authority can terminate the abuser's Section 8 rental assistance while allowing you to continue to receive assistance. If the landlord or housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, your landlord must follow federal, state, and local eviction procedures.

Moving to Protect Your Safety

The housing authority may permit you to move and still keep your rental assistance, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or other obligations in the housing choice voucher program. The housing authority may ask you to provide proof that you are moving because of incidences of abuse.

Proving That You Are a Victim of Domestic Violence, Dating Violence, or Stalking

The housing authority and your landlord can ask you to prove or "certify" that you are a victim of domestic violence, dating violence, sexual assault, or stalking. The housing authority or your landlord must give you at least 14 business days (i.e., Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority and your landlord are free to extend the deadline. There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the housing authority or your landlord. The form will ask for your name, the name of your abuser, the abuser's relationship to you, the date, time, and location of the incident of violence, and a description of the violence. You are only required to provide the name of the abuser if it is safe to provide and you know their name.
- Provide a statement from a victim service provider, attorney, mental health professional, or medical professional who has helped you address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing "under penalty of perjury."
- Provide a police or court record, such as a protective order.

Additionally, at its discretion, the housing authority can accept a statement or other evidence provided by the applicant or tenant. If you fail to provide one of these documents within the required time, the landlord may evict you, and the housing authority may terminate your rental assistance.

Confidentiality

The housing authority and your landlord must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the housing authority or your landlord to release the information.
- Your landlord needs to use the information in an eviction proceeding, such as to evict your abuser.
- A law requires the housing authority or your landlord to release the information.

If release of the information would put your safety at risk, you should inform the housing authority and your landlord.

VAWA and Other Laws

VAWA does not limit the housing authority's or your landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

For Additional Information

If you have any questions regarding VAWA, please contact RHA at 916-774-5270.

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines *sexual assault* as "any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines *stalking* as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

EXHIBIT 16-2: SAMPLE NOTICE TO HOUSING CHOICE VOUCHER OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

This sample notice was adapted from a notice prepared by the National Housing Law Project.

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your obligations under VAWA.

Protections for Victims

You cannot refuse to rent to an applicant solely because he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

Permissible Evictions

You can evict a victim of domestic violence, dating violence, sexual assault, or stalking if you can demonstrate that there is an *actual and imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. You cannot hold a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than you hold tenants who are not victims.

Removing the Abuser from the Household

You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If a tenant asserts VAWA's protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-50066. This form is available at the housing authority or online at http://www.hud.gov/offices/adm/hudclips/forms/hud5.cfm.
- A statement from a victim service provider, attorney, mental health professional, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- A police or court record, such as a protective order or administrative record.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

Confidentiality

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
- The information is required for use in an eviction proceeding, such as to evict the abuser.
- Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

VAWA and Other Laws

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

Additional Information

- If you have any questions regarding VAWA, please contact RHA at 916-774-5270.

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines *sexual assault* as "any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines *stalking* as engaging in a course of behavior directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.55
File #: 0709
Item ID: 2025-440

Title:	WB-30 Lot 1 Affordable Rental Housing Agreement
Contact:	Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

SUMMARY

Staff recommends approval of an Affordable Rental Housing Agreement between the City of Roseville and Roseville Senior Affordable LP for phase 1 of the Riviera at Roseville West. This affordable senior rental housing development is located at 3380 Pleasant Grove Boulevard within the Sierra Vista Specific Plan area. The agreement will support the City's General Plan in meeting the affordable housing goals. No General Fund resources will be used in the development of this project.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an Affordable Rental Housing Agreement between the City of Roseville and Roseville Senior Affordable LP for The Riviera at Roseville West Lot 1, an affordable rental housing project in the Sierra Vista Specific Plan.

BACKGROUND

On April 21, 2021, City Council adopted a resolution to establish the Objective Design Standards (ODS) to streamline the construction of qualified affordable housing projects. Qualified projects that comply with the ODS are subject to a non-discretionary ministerial permit process and can bypass the standard design review process as well as the public notification and hearing process and proceed directly to engineering and building permit review. A qualifying project is a housing development project where no less than 20% of the units are affordable to lower-income households. The Riviera at Roseville West Lot 1 affordable rental housing project is part of the SVSP PCL WB-30 ODS project approved January 11, 2024.

The Riviera at Roseville West Lot 1 project, located at 3380 Pleasant Grove Boulevard, will provide 224 affordable rental units for senior households earning no more than 80 percent of the Area Median Income. The development will consist of one- and two-bedroom units designed to meet the housing needs of low-income seniors. One additional unit will be reserved for onsite property management.

The purpose of this Affordable Rental Housing Agreement is to regulate and restrict the rents, occupancy, operation, and management of the project to ensure affordability for 55 years. The recommended agreement before Council will continue to support the City's General Plan in meeting the City of Roseville affordable housing goals as well as the State of California Regional Housing Needs Assessment requirements.

FISCAL IMPACT

No General Fund resources will be used for the implementation of the Affordable Rental Housing Agreement for The Riviera at Roseville West Lot 1 affordable rental housing project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Riviera at Roseville West Lot 1 Affordable Rental Housing Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Resolution 26-251
2. WB-30 Lot 1 Affordable Rental Housing Agreement

REVIEWERS:

Suzanne Acrell, Economic Development Department - Housing	Created/Initiated - 6/8/2026
Trisha Isom, Economic Development Department - Housing	Approved - 6/8/2026
Kelly Aye, City Attorney Department	Approved - 6/9/2026
Katrina Six, City Clerk Department	Approved - 6/9/2026
Ryan DeVore, City Clerk Department	Approved - 6/9/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/9/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/9/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/9/2026
Katrina Six, City Clerk Department	Final Approval - 6/10/2026

RESOLUTION NO. 26-251

APPROVING AN AFFORDABLE RENTAL HOUSING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE SENIOR AFFORDABLE LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Affordable Rental Housing Agreement regarding the real property known as WB-30 Lot 1 and located at 3380 Pleasant Grove Blvd in the Sierra Vista Specific Plan, Roseville, CA, by and between the City of Roseville and Roseville Senior Affordable LP, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Affordable Rental Housing Agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Affordable Rental Housing Agreement at the Placer County Recorder's Office on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to make minor, non-substantive changes to the Affordable Rental Housing Agreement necessary to effectuate recording.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

NO FEE DOCUMENT
PER GOVT. C. §27383
RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

City of Roseville
CITY Clerk
311 Vernon Street
Roseville, CA 95678

This Affordable Rental Housing Agreement amends, restates and replaces the Affordable Rental Housing Agreement dated October 16, 2024 and recorded with the Placer County Recorder on October 24, 2024 as document No.: 2024-0056652-00

WB-30 Lot 1 AFFORDABLE RENTAL HOUSING AGREEMENT

(Project: The Riviera at Roseville West Lot 1)

This Affordable Rental Housing Agreement ("AGREEMENT") is made this _____ day of _____, 2026 ("Effective Date"), by and between the City of Roseville, a municipal corporation ("CITY"), and Roseville Senior Affordable LP ("OWNER/DEVELOPER").

RECITALS

A. On August 18, 2021, CITY approved the updated Housing Element of the General Plan which applies ten percent (10%) affordability requirement to all new specific plan areas or properties for which zoning is amended to change residential density.

B. The OWNER/DEVELOPER is receiving the benefit of land entitlements either through the Specific Plan and Development Agreement process or by amendment of the zoning of the property to change residential density.

C. On January 11, 2024 CITY ministerially approved the qualified affordable housing project using the Objective Design Standards process (PL22-0396) (the "Project").

D. The conditions of approval of the Project require OWNER/DEVELOPER to enter into an affordable housing rental agreement to the satisfaction of City Attorney of CITY, implementing the affordable housing obligations of OWNER/DEVELOPER.

E. OWNER/DEVELOPER and CITY enter into this AGREEMENT in order to implement OWNER/DEVELOPER'S affordable housing obligations.

F. OWNER/DEVELOPER has secured the possession of real property located at 3380 Pleasant Grove Blvd., Roseville, California, 95747, also referred to as

WB-30 Lot 1 of the Sierra Vista Specific Plan (as more particularly described in **Exhibit A** (the "Property")). OWNER/DEVELOPER proposes to develop and construct a two hundred twenty-five (225) unit multi-family rental housing apartment project (the "Project") on the Property, with occupancy restricted to SENIOR CITIZENS (other than units reserved for managers of the Property), that shall be rented at rents that are affordable to Low income households (the "Regulated Units"). The Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing. Development of the property is governed by the Sierra Vista Specific Plan.

G. On June 17, 2026, by Resolution No. _____ of the Roseville CITY Council, the CITY agreed to accept a promissory note from OWNER/DEVELOPER pursuant to CITY Municipal Code Section 4.04.040, which note is secured by a deed of trust on the Property in order for the developer to pay a portion of actual final building fees related to the construction of the Project.

H. The purpose of this AGREEMENT is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project for the benefit of Project occupants and the people of the City of Roseville. The covenants in this AGREEMENT are intended to run with the land and be binding on OWNER/DEVELOPER and OWNER/DEVELOPER's successors in interest for the full term of this AGREEMENT.

NOW, THEREFORE, OWNER/DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth in herein wherever used in this AGREEMENT or attached exhibits.

1. **"CITY"** means the City of Roseville, a municipal corporation.

2. **"AREA MEDIAN INCOME"** (referred to herein as "AMI") means the median income for Placer County, which includes the City of Roseville, with adjustments for household size, as published annually by the State of California Housing and Community Development ("HCD"). If HCD should cease making such determination, the City may designate another method of calculation of area median income used by any federal or state agency and applicable to the City of Roseville.

3. **"OWNER/DEVELOPER"** means Roseville Senior Affordable LP, together with its permitted successors and assigns.

4. **"PROJECT"** means the development, construction, and operation of a residential, multi-family rental apartment project on the Property, with occupancy restricted to SENIOR CITIZENS and managers, as provided herein), to be rented at

rents that are affordable to low income households. As used herein, Low-income households means households with income not more than eighty percent (80%) of AMI.

5. **"PROPERTY"** means the real property located at 3380 Pleasant Grove Blvd., Roseville, California, 95747 identified and described in **Exhibit A**, attached hereto and incorporated into this AGREEMENT by this reference, and any buildings or improvements now or hereafter situated on such real property.

6. "**PURCHASER**" has the meaning given such term in Section 51 hereof.

7. **"QUALIFYING HOUSEHOLD"** means a household in which household income does not exceed the eighty percent (80%) of AMI for the applicable housing unit by the terms of this AGREEMENT.

8. **"QUALIFYING RENT"** means the maximum monthly rent allowed under **Exhibit B,** adjusted for family size (1.5 persons per bedroom), including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance). For the purposes of this definition, rent shall include, in addition to amounts charged for occupancy of a dwelling unit, any amounts charged for water, sewer, refuse service, use of common areas, amenities (e.g., pool). For avoidance of doubt, the Qualifying Rent shall be not more than (but need be not less than) thirty percent (30%) of eighty percent (80%) of AMI as adjusted for family size.

9. **"REGULATED UNITS"** means not less than Two Hundred Twenty-Four (224) rental dwelling units of the Two Hundred Twenty-Five (225) rental dwelling units on the Property constructed for the Project, with occupancy restricted to SENIOR CITIZENS, that shall be rented at rents that are affordable to Low income households and having the following composition: One hundred seventy-six (176) one (1) bedroom units and forty-eight (48) two (2) bedroom units.

10. "**SECURITY INSTRUMENT**" means a mortgage, deed of trust, or other similar security instrument.

11. **"SENIOR CITIZEN"** means at least one member of the household has attained the age of fifty-five (55) years (if applicable).

12. "**SENIOR LENDER**" means the beneficiary, mortgagee, or similar party to a Security Instrument encumbering the Property, provided that such Security Instrument is not subordinate to any other Security Instrument encumbering the Property. For the avoidance of doubt, in no event shall CITY be deemed to be a Senior Lender.

OWNER/DEVELOPER'S OBLIGATIONS

13. **TERM OF AGREEMENT.** This AGREEMENT shall commence upon the Effective Date and shall remain in full force and effect for thirty-five (35) years after the date OWNER/DEVELOPER obtains a Certificate of Occupancy from CITY for the

Project or, in the event the Project has multiple buildings or structures, a Certificate of Occupancy for the last habitable building or structure for the Project. The obligations in this AGREEMENT shall remain effective and fully binding on OWNER/DEVELOPER for this full term regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

14. **LEGAL INTEREST IN PROJECT**. OWNER/DEVELOPER represents that it has legal interest in the Subject Property and that all other persons holding legal or equitable interests in the Subject Property have signed an "Acknowledgement and Consent Certificate", in a form approved by the City Attorney of the CITY, acknowledging and consenting to the terms of this AGREEMENT. All persons holding any legal or equitable interest in the Subject Property shall be bound by this AGREEMENT.

PROJECT OCCUPANCY AND RENTS

15. **OCCUPANCY OF PROJECT.** OWNER/DEVELOPER shall limit, for the full term of this AGREEMENT identified in paragraph 10, above, the rental of Regulated Units to Qualifying Households according to the schedule contained in **Exhibit B** herein, which is hereby incorporated by reference into this AGREEMENT. The income levels and other qualifications of applicants shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in paragraph 19.C, below, and the City of Roseville's rules governing income certification, as these rules may be amended from time to time by California law or as required in order to comply with California law. Specifically, OWNER/DEVELOPER covenants and agrees that for the full term of this Agreement it shall reserve for occupancy: One hundred and seventy-six (176) one-bedroom and forty-eight (48) two-bedroom Regulated Units for households whose income does not exceed eighty percent (80%) of AMI, and one (1) unit for use by on-site Project management staff. The developer intends for the Project to qualify for the Welfare Exemption. Following initial occupancy, the CITY will not provide any monitoring, but OWNER/DEVELOPER agrees that any Qualifying Household whose income level increases shall continue to be considered a Qualifying Household and may continue to occupy a Regulated Unit to the extent allowed in order for the Project to continue to qualify for the welfare exemption under Revenue and Taxation Code section 214.until their income exceeds one hundred twelve percent (112%) of AMI.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, with occupancy restricted to SENIOR CITIZENS, which may be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain

separate and complete facilities for living, sleeping, eating, cooking, and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities, and cooking facilities equipped with a cooking range, refrigerator, and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home, or trailer park or court.

16. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as defined above. The initial Qualifying Rents are set forth in **Exhibit B** as the same may be revised from time to time in accordance with this AGREEMENT and applicable federal or state laws and regulations. Nothing in this AGREEMENT shall prevent OWNER/DEVELOPER from charging lower rents.

17. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under Tax Credit Law, rents for Regulated Units may be adjusted no more frequently than: (a) twelve (12) months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Rents for Regulated Units may be adjusted annually to coincide with the increases in the Annual Adjustment Factors ("AAFs") as published by the United States Department of Housing and Urban Development (HUD) for the West Region.

In the event that HUD terminates publication of the AAFs, rents shall be adjusted annually to coincide with the State Department of Housing and Community Development ("HCD") State Income Limits, using the limits established for Placer County, adjusted for household size, unit type and affordability, with rents being not more than thirty percent (30%) of eighty percent (80%) of AMI.

If OWNER/DEVELOPER does not agree with the adjustment factors provided herein, OWNER/DEVELOPER may, within fifteen (15) calendar days of notification by the CITY's Economic Development Director or successor ("the EDD") of that year's adjustment, present to the EDD information on which it wishes to base its annual rent adjustment. The EDD will review this information and decide on which adjustment factor OWNER/DEVELOPER shall base its annual rent increase. The decision of the EDD shall be final.

18. **CONDOMINIUM CONVERSION PROHIBITED.** OWNER/DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units.

19. **NONDISCRIMINATION.**

A. OWNER/DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through

them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this AGREEMENT to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. OWNER/DEVELOPER shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, OWNER/DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this AGREEMENT subcontracts to OWNER/DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this Regulatory Agreement by reference and made a part hereof as if set forth in full, and OWNER/DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Project, and OWNER/DEVELOPER and any person claiming under or through the OWNER/DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. OWNER/DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

20. **MANAGEMENT RESPONSIBILITIES.** OWNER/DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs,

replacement of capital items, and security. The CITY shall have no responsibility over management of the Property.

21. **MANAGEMENT ENTITY.** Any contracting of management services by OWNER/DEVELOPER shall not relieve OWNER/DEVELOPER of its primary responsibilities for proper performance of management duties.

22. **DRAFT AND FINAL MANAGEMENT PLANS**.

A. **DRAFT MANAGEMENT PLAN.** OWNER/DEVELOPER shall prepare and submit to CITY a Draft Management Plan for CITY's review. The Draft Management Plan shall be submitted to CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, specific statement as to (1) the identity, experience and duties regarding operation of the Project of any non-profit, public benefit corporation who is a partner of OWNER/DEVELOPER; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; and (9) shall provide as an exhibit thereto a sample form of lease agreement. Upon transfer of the Project of OWNER/DEVELOPER'S interest in the Project, the party to whom the Project is transferred shall, as a condition of such transfer, provide CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein (for the avoidance of doubt, the preceding requirement does not apply to a transfer to a Purchaser).

B. **CITY REVIEW OF DRAFT MANAGEMENT PLAN.** Upon submittal of the Draft Management Plan by OWNER/DEVELOPER to CITY the CITY shall review the Draft Management Plan and provide written comments to OWNER/DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. **FINAL MANAGEMENT PLAN.** Prior to issuance of any Certificate of Occupancy for the Project, OWNER/DEVELOPER shall submit a Final Management Plan to the CITY for its review no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

23. **MANAGEMENT AGENT**. The Project shall at all times be managed by an experienced Management Agent, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe, and sanitary housing. During the monitoring as described in Section 26, CITY will assess Management Agent's ability to operate the Project in a decent, safe, and sanitary manner. One factor CITY will use to make its assessment will be a comparison of calls for police and fire services with other senior rental complexes in Roseville which offer similar services.

24. **DISMISSAL OF MANAGEMENT AGENT**. If CITY determines in its reasonable judgment that the Project is not being operated and managed in accordance

with the terms of this Agreement, CITY shall deliver notice to OWNER/DEVELOPER of its desire to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days of receipt by OWNER/DEVELOPER of such written notice, CITY staff and OWNER/DEVELOPER shall meet in good faith to consider methods for improving the operating status of the Project, including, without limitation, replacement of the Management Agent, which will be in OWNER/DEVELOPER's discretion.

25. **MAINTENANCE AND SECURITY.** OWNER/DEVELOPER shall at its own cost and expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. OWNER/DEVELOPER shall not commit or permit any waste on or to the Property and shall prevent and/or rectify any physical deterioration of the Property. OWNER/DEVELOPER shall provide adequate ongoing security equipment and services for Project occupants. OWNER/DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations, and the Management Plan; but OWNER/DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the OWNER/DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least ten (10) calendar days' prior written notice to OWNER/DEVELOPER and the Senior Lender(s) (which notice shall be sent to such address for the Senior Lender(s) as is provided to CITY by OWNER/DEVELOPER or the applicable Senior Lender(s)), , the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in CITY's reasonable discretion (with the prior written consent of the Senior Lender(s), and provide for payment thereof. Any amount advanced by CITY to make such repairs, together with the maximum legal interest rate thereon from the date of such shall become an additional obligation of OWNER/DEVELOPER to CITY shall be immediately due and payable to CITY.

26. **UNIT VACANCIES.** OWNER/DEVELOPER shall use commercially reasonable efforts to fill vacancies in Regulated Units as quickly as possible.

27. **INSPECTION AND RECORDS.** OWNER/DEVELOPER shall maintain records which clearly document OWNER/DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this AGREEMENT. OWNER/DEVELOPER shall submit any records to the CITY within ten (10) business days of CITY's request. OWNER/DEVELOPER shall permit CITY to enter and inspect the Property and the Project for compliance with obligations under this AGREEMENT upon twenty-four (24) hours advance notice of such visit by CITY to OWNER/DEVELOPER or OWNER/DEVELOPER's management agent and to tenants of any inspected Project units, subject to the provisions of the lease regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

28. **ANNUAL REPORT.** OWNER/DEVELOPER shall submit an annual report to CITY as required by California Health and Safety Code Section 33418, which shall include at a minimum for each Regulated Unit the rental rate and the income and household size of the occupants. The income information required under this report shall be supplied by the tenant in a certified statement on a form provided by CITY. CITY may request additional information be included in the annual report.

29. **MONITORING/NON-COMPLIANCE/CURE**. OWNER/DEVELOPER'S compliance with the provisions of this AGREEMENT shall be reviewed at least annually, and at such other times as CITY may require, upon thirty (30) days prior written notice from CITY. If, as a result of such review, CITY finds and determines in its reasonable discretion that OWNER/DEVELOPER has not complied in good faith with the terms and conditions of this AGREEMENT, CITY shall give written notice to OWNER/DEVELOPER of its findings and of the exact nature of OWNER/DEVELOPER'S non-compliance. OWNER/DEVELOPER shall be given a period of sixty (60) days after delivery of any such notice in which to cure, to the reasonable satisfaction of CITY, any non-compliance. In the event CITY fails to give OWNER/DEVELOPER notice of any non-compliance at or before the annual review, OWNER/DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this AGREEMENT during the year covered by the annual review.

30. **CITY REMEDIES FOR BREACH**. If OWNER/DEVELOPER is unable or otherwise fails to cure any non-compliance within sixty (60) days after CITY delivers notice of non-compliance pursuant to Section 26, CITY may, in addition to any other remedy provided by law or equity, modify or terminate this AGREEMENT, seek liquidated damages in accordance with this AGREEMENT, or take any other action available to it under this AGREEMENT.

In particular, and without limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this AGREEMENT, whether by OWNER/DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this AGREEMENT as to all other property within the Project.

In addition, and without limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

In the event of any breach/default or violation of any agreement, obligation, or warranty under this AGREEMENT, CITY shall give written notice to OWNER/DEVELOPER, with copies to the Senior Lender(s) and _____, specifying: (a) the nature of the breach or violation, (b) the action required to cure the breach or violation, and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to

cure must be taken. If OWNER/DEVELOPER fails to cure the breach or violation within the time frame specified in the notice CITY additionally has the right, at its sole election, to:

A. Bring an action for equitable relief seeking the specific performance by OWNER/DEVELOPER of the terms and conditions of this AGREEMENT, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Intentionally deleted.

C. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof;

E. For violations of OWNER/DEVELOPER's obligations with respect to Project rents, impose as liquidated damages a charge upon OWNER/DEVELOPER in an amount equal to the actual amount OWNER/DEVELOPER has collected from any Qualifying Household in excess of the Qualifying Rent;

F. Pursue any other remedy allowed at law or in equity.

CITY's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance, and damages. The exercise or beginning of exercise by CITY of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by CITY of any or all other rights or remedies provided for in this AGREEMENT or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

The parties agree that the sums and formulas designated herein as liquidated damages represent a reasonable approximation of the damages CITY is likely to suffer from violations of the respective terms. OWNER/DEVELOPER agrees to pay in full any accrued liquidated damages to CITY within ten (10) calendar days of a written demand by CITY for such payment.

31. **FEES, TAXES, AND OTHER LEVIES.** OWNER/DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency. However, OWNER/DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings, and (b) OWNER/DEVELOPER maintains reserves adequate to pay any contested liabilities.

32. **INSURANCE COVERAGE.** OWNER/DEVELOPER shall cause to have in full force and effect during the term of this AGREEMENT continuous insurance coverage as required by any lienholder.

33. **PROPERTY DAMAGE OR DESTRUCTION.** If any building or improvement erected by OWNER/DEVELOPER on the Property is damaged or destroyed, subject to the requirements of the Senior Lender(s) as set forth in the applicable Security Instrument(s) or other loan documents referenced therein, which shall govern in the event of any conflict with this Section 30. OWNER/DEVELOPER shall, at its own cost and expense, repair or restore the Property consistent with the original Plans and Specifications for the Project. Such work shall be commenced within one hundred twenty (120) calendar days after the damage or loss occurs and shall be completed within three hundred and sixty-five (365) calendar days thereafter or such longer period as may be reasonably required. Subject to the requirements of the Senior Lender(s) as set forth in the applicable Security Instrument(s) or other loan documents referenced therein, which shall govern in the event of any conflict with this Section 30, all insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if insurance proceeds are insufficient for such purpose, OWNER/DEVELOPER shall make up the deficiency. For the avoidance of doubt, in the event of any conflict between this Section 30 and Section 22 hereof, this Section 30 shall govern.

GENERAL PROVISIONS

34. **SUBORDINATION.** Except as expressly set forth herein, this AGREEMENT shall be subordinated in priority to any third-party lender having a lien on the Property.

35. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** During the term of this AGREEMENT, OWNER/DEVELOPER shall not make or permit any sale, agreement to sell, assignment, conveyance, lease (other than (i) the rental of Project units to eligible residential tenant occupants , (ii) the granting of any mortgage, deed of trust or similar security instrument, and (iii) the transfer toa Purchaser, or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests in OWNER/DEVELOPER, the removal of any general partner, or any substantial change in operational or management control over the Property (collectively referred to as “Transfers”), without the prior written consent of CITY.

CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) OWNER/DEVELOPER is in compliance with this AGREEMENT in all material respects or the Transfer will cure existing violations of this AGREEMENT; (b) the transferee agrees to assume all obligations of OWNER/DEVELOPER imposed by this AGREEMENT; (c) the transferee demonstrates to CITY’s satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this AGREEMENT; (d) the terms of the Transfer shall not jeopardize the CITY’s security interest in the Property and is otherwise in full

compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project; and (e) the Transfer has been approved by CITY's governing body, if such approval is required.

36. **NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS**. No member, official, director, employee, agent, or independent contractor of CITY shall be personally liable to OWNER/DEVELOPER or third party beneficiaries for any obligation created under the terms of this AGREEMENT.

37. **INDEMNITY AND WAIVER**. Notwithstanding the insurance coverage required herein, OWNER/DEVELOPER shall indemnify and hold CITY, its members, officials, directors, employees, agents, and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which Indemnitees may incur as a result of (1) OWNER/DEVELOPER's failure to perform any obligations as and when required by this AGREEMENT; (2) any failure of OWNER/DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by OWNER/DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the OWNER/DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. OWNER/DEVELOPER's duty to indemnify Indemnitees shall survive the term of this AGREEMENT.

OWNER/DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.* ("CHRHA").

38. **GOVERNING LAW.** This AGREEMENT shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

39. **AGREEMENT CONTROLS**. In the event of a conflict between any provisions of this AGREEMENT and any of its exhibits, the terms of this AGREEMENT shall control.

40. **ATTORNEYS' FEES AND COSTS**. In the event that a legal or administrative action is brought to interpret or enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

41. **TIME**. Time is of the essence in this AGREEMENT.

42. **CONSENTS AND APPROVALS**. Except as otherwise expressly provided in this AGREEMENT, any consent or approval required under the AGREEMENT shall not be unreasonably withheld or delayed.

43. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between OWNER/DEVELOPER and CITY shall be given by first class or certified mail, return receipt requested, postage prepaid or delivered personally, to OWNER/DEVELOPER and CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE	OWNER/DEVELOPER
CITY Manager 311 Vernon Street Roseville, California 95678	Roseville Senior Affordable LP 445 Central Ave., Suite 200 Highland Park, IL 60035

44. **BINDING UPON SUCCESSORS**. All provisions of this AGREEMENT shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of OWNER/DEVELOPER and CITY, and shall run with the land for the full term of this AGREEMENT. Any successor in interest to OWNER/DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on OWNER/DEVELOPER under this AGREEMENT for the full term of this AGREEMENT. The term "OWNER/DEVELOPER" as used in this AGREEMENT shall include all such assigns, successors-in-interest, and transferees.

45. **RELATIONSHIP OF PARTIES**. The relationship of OWNER/DEVELOPER and CITY for this Project during the term of this AGREEMENT shall not be construed as a joint venture, equity venture, or partnership. CITY neither undertakes nor assumes any responsibility or duty to OWNER/DEVELOPER or to any third party with respect to the operation of the Property or the actions of OWNER/DEVELOPER. Except as CITY may specify in writing, OWNER/DEVELOPER shall have no authority to act as an agent of CITY or to bind CITY to any obligation.

46. **WAIVER.** Any waiver by CITY of any obligation in this AGREEMENT must be in writing. No waiver shall be implied from any delay or failure by CITY to take action on any breach or default of OWNER/DEVELOPER or to pursue any remedy allowed under this AGREEMENT or applicable law. Any extension of time granted to OWNER/DEVELOPER to perform any obligation under this AGREEMENT shall not operate as a waiver or release from any of its obligations under this AGREEMENT. Consent by CITY to any act or omission by OWNER/DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for CITY's written consent to future waivers.

47. **OTHER AGREEMENTS.** OWNER/DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply

with the terms of this AGREEMENT. OWNER/DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this AGREEMENT without an express written waiver by CITY.

48. **AMENDMENTS AND MODIFICATIONS**. Any amendments or modifications to this AGREEMENT must be in writing and shall be effective only if executed by both OWNER/DEVELOPER and CITY, following receipt of all required approvals, and only with the consent of the Senior Lender(s).

49. **SEVERABILITY**. Every provision of this AGREEMENT is intended to be severable. If any provision of this AGREEMENT is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

50. **REFINANCING REVIEW FEE.** In the event that the Property and/or the Project is a tax credit project and is refinanced during the term of this Agreement, OWNER/DEVELOPER shall provide CITY a prepayment, upon request by OWNER/DEVELOPER, for CITY's staff costs in reviewing any refinancing documentation submitted to CITY for CITY's review; provided that City approval shall not be required for any refinancing unless the Project is a tax credit project. Such prepayment shall be submitted by OWNER/DEVELOPER prior to CITY commencing any review. The prepayment will be one thousand dollars ($1,000.00). OWNER/DEVELOPER shall not be entitled to receive a refund of any such fee in the event that OWNER/DEVELOPER fails to complete such refinancing.

51. **TENANT MONITORING FEE.** Commencing one (1) year after the final Certificate of Occupancy for the Project and annually thereafter, OWNER/DEVELOPER shall pay to CITY, not later than March 31 of each year, a tenant monitoring fee equal to FORTY DOLLARS ($40) for each occupied, rent restricted, apartment unit within the Project, with such fee to be adjusted to reflect the Project's actual occupancy rate. The fee for each unit shall be prorated over the portion of the year that the unit was occupied or leased. A penalty of one and one half percent (1.5%) per month shall be assessed against any fee not paid when due.

52. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** During the term of this AGREEMENT, OWNER/DEVELOPER agrees to participate in the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority").

53. **CHECKLIST FOR REGULATED UNITS.** OWNER/DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by **Exhibit C**, or OWNER/DEVELOPER'S equivalent as approved in writing by CITY.

54. **FORECLOSURE**. Notwithstanding anything to the contrary herein, in the event that any Senior Lender or any other purchaser of the Property becomes the owner of the Property or portion thereof by reason of the foreclosure of a Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of a Security Instrument (any such Senior Lender or such other purchaser, a "PURCHASER"), this Agreement shall automatically terminate and will not bind the Property/Project or Purchaser. CITY and OWNER/DEVELOPER acknowledge and agree that (i) each Senior Lender is an intended third-party beneficiary of this Section 51, and its rights in the same are fully vested, and (ii) this Section same may not be amended, modified, supplemented, or waived in any respect without each Senior Lender's prior written consent in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date.

City of Roseville, a municipal

BY: _____
DOMINICK CASEY
City Manager

Roseville Senior Affordable LP:

BY: William McGuinn
Print name: William McGuinn
Title: President of Sole Member of Managing GP

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Illinois
County of LAKE)

On June 8, 2026 before me, LORI OGAREK, notary public
(insert name and title of the officer)

personally appeared William McGuinn,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

OFFICIAL SEAL
LORI OGAREK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/02/2027

Signature Lori Ogarek (Seal)

BY: _____

MELISSA ANGUIANO
Economic Development Director

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Lots 1, 2 and 3, as said lots are shown and so designated on that certain Final Map entitled, “Westbrook – Phases 2 & 3”, filed in Book DD of Maps, Page 79, Placer County Records, more particularly described as follows:

COMMENCING at the northwesterly corner of said Lot 1; thence from the POINT OF COMMENCEMENT, along the westerly line of said lot the following two (2) courses: (1) South 00º35’16” East 149.33 feet; (2) South 01º32’34” East 203.62 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGNNING, continuing along the westerly lines and the southerly lines of said lot the following eight (8) courses: (1) South 01º32’34” East 76.39 feet; (2) South 10º03’01” East 60.83 feet; (3) South 00º35’16” East 120.00 feet; (4) South 08º52’28” West 60.83 feet; (5) 78.79 feet along the arc of a non-tangent curve to the left, concave to the northeast, having a radius of 50.00 feet, through a central angle of 90º17’00” and subtended by a chord bearing South 45º43’46” East 70.89 feet; (6) North 89º07’43” East 223.33 feet; (7) South 84º58’18” East 120.64 feet; (8) South 89º43’32” East 105.46 feet; thence leaving said southerly lines, North 82º56’40” East 89.25 feet; thence North 89º07’43” East 1.32 feet; thence North 00º34’39” West 446.44 feet; thence South 89º25’21” West 170.00 feet; thence South 00º34’39” East 2.00 feet; thence South 89º25’21” West 354.78 feet; thence North 00º34’39” West 33.71 feet; thence South 89º25’21” West 59.28 feet; thence South 02º44’47” West 109.83 feet to the TRUE POINT OF BEGININNG. Containing 6.035 acres, more or less.

NOTE: The above described real property is the same as proposed Parcel 1, as said parcel is shown and so designated on that certain Parcel Map entitled, “SVSP PCL WB-30", currently in process with the City of Roseville.

EXHIBIT B
OCCUPANCY AND RENT RESTRICTIONS

	One Bedroom				Two Bedroom			
Maximum Household Income as Percentage of AMI	Number of Units	Gross Rent	Utility Allowance	Maximum Contract Rent	Number of Units	Gross Rent	Utility Allowance	Maximum Contract Rent
80%	176	$1,971	$80	$1,891	48	$2,365	$100	$2,265
Non-Rent Restricted ***On Site Management***	1				0			
TOTAL	**177**				**48**			

EXHIBIT C
CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

____ Certification of Affordable Rental Unit Eligibility Form

____ Calculation of Tenant Eligibility Form

____ Record of Rental Increases

____ Written, third party verification of all income sources, including:

- ____ Employment
- ____ Self-employment (tax return and profit & loss statement for current year)
- ____ Unemployment
- ____ AFDC (Welfare) Benefits
- ____ Child Support
- ____ Alimony
- ____ Social Security Benefits
- ____ Supplemental Security Income (SSK)
- ____ VA or Military Benefits
- ____ Pensions and/or Annuities
- ____ Retirement Funds
- ____ Savings Accounts (Interest Income)
- ____ Checking Accounts
- ____ Government Grants
- ____ Trust Funds
- ____ Stocks & Bonds (Cash Value)
- ____ Life Insurance (Cash Value)

Name _____ **Complex** _____

Title _____ **Date** _____

CERTIFICATION OF RESIDENT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

1) Name of Members of the Household	2) Relationship to head of Household	3) Age	4) Social Security No.	5) Place of Employment

CERTIFICATION OF RESIDENT ELIGIBILITY (cont.)

INCOME COMPUTATION

6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is $_____ .

Included in the total anticipated income listed above are:

a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

a. Casual, sporadic or irregular gifts;

b. Amounts which are specifically for or in reimbursement of medical expenses;

c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;

d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;

e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;

f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

g. Foster child care payments;

h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of _____ California.

_____
Applicant

_____
Applicant

_____
Applicant

_____
Applicant

_____
Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

CALCULATIONS OF TENANT ELIGIBILITY FOR AFFORDABLE RENTAL FORM

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

SOURCE	MONTHLY	ANNUAL
Social Security	$	$
Social Security	$	$
Civil Service	$	$
Pension _____	$	$
Interest _____	$	$
Wages _____	$	$
Tips _____	$	$
Wages _____	$	$
Tips _____	$	$
Child Support	$	$
Welfare	$	$
Stocks/Bonds	$	$
Other _____	$	$
Other _____	$	$
TOTAL INCOME	**$**	**$**
	Monthly base rent	$
	Move-in date	

BY

TITLE _____

DATE _____

AFFORDABLE TENANT
RECORD OF RENTAL INCREASES

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME _____ APT. NO. _____

MOVE-IN DATE _____ INITIAL BASE RENT $_____

ANNUAL INCOME $_____

DATE OF INCREASE	CURRENT RENT		RENEWAL FUNDING INFLATION FACTOR		NEW RENT
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
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City Council Communication

Meeting Date: 6/17/2026
Item #: VII.56
File #: 0102-06
Item ID: 2026-534

Title:	Proclamation - Park and Recreation Month
Contact:	Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

SUMMARY

Proclaim July 2026 as Park and Recreation Month and urge all residents to visit and enjoy Roseville's recreation facilities, parks, trails and natural areas.

RECOMMENDATION

Proclaim July 2026 as Park and Recreation Month and urge all residents to visit and enjoy Roseville's recreation facilities, parks, trails and natural areas.

BACKGROUND

Not Applicable.

FISCAL IMPACT

Not Applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Council approval of a proclamation meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Arleta Wagenhals, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Park and Rec Proc

REVIEWERS:

Arleta Wagenhals, City Clerk Department	Created/Initiated - 6/9/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/9/2026

Michelle Sheidenberger, City Attorney Department	Approved - 6/9/2026
Katrina Six, City Clerk Department	Final Approval - 6/9/2026

Proclamation

PARK AND RECREATION MONTH
JULY 2026

WHEREAS, parks and recreation are an integral part of communities throughout this country; and

WHEREAS, parks and recreation promote physical, emotional and mental wellness through organized and self-directed fitness, play and activity; and

WHEREAS, parks and recreation encourage time spent in nature, which supports mental health, cognitive performance and overall well-being; and

WHEREAS, parks and recreation professionals are leaders in creating healthy communities by providing spaces for sports, trails, swimming pools, fitness and many other activities designed to promote active lifestyles; and

WHEREAS, Roseville's nationally acclaimed parks and recreation system enriches lives through innovative programs, exceptional amenities and a commitment to serving residents and visitors of all ages and abilities; and

WHEREAS, Roseville's parks, recreation facilities, trails, natural areas and community programs provide opportunities for recreation, learning, connection and enrichment that enhance quality of life; and

WHEREAS, parks and recreation support economic vitality by partnering with local businesses, increasing property values, expanding the local tax base, attracting tourism and helping create safer communities; and

WHEREAS, parks and recreation support human development and lifelong learning opportunities that foster social, intellectual, physical and emotional growth for people of all ages and abilities; and

WHEREAS, parks and recreation foster social cohesion by celebrating diversity, providing welcoming spaces to gather, modeling compassion, promoting equity and ensuring all people have access to the benefits they provide; and

WHEREAS, parks and recreation protect and enhance natural resources by preserving habitats and natural areas, connecting people to nature and supporting the ecological function of parkland; and

WHEREAS, the City of Roseville recognizes that parks and recreation make life better.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **JULY 2026** as **PARK AND RECREATION MONTH** and urge all residents to visit and enjoy Roseville's recreation facilities, parks, trails and natural areas.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

SIGNED AND APPROVED this 17TH day of June 2026.

KRISTA BERNASCONI, MAYOR

City Council Communication

Meeting Date: 6/17/2026
Item #: VII.57
File #: 0102-03
Item ID: 2026-492

Title:	Minutes of Prior Meeting
Contact:	Adilia Keller 916-774-5265 amkeller@roseville.ca.us

SUMMARY

Staff recommends approval of the minutes of the May 20, 2026 and June 3, 2026, City Council Meetings.

RECOMMENDATION

Staff recommends approval of the minutes of the May 20, 2026 and June 3, 2026, City Council Meetings.

BACKGROUND

Not Applicable.

FISCAL IMPACT

There is no fiscal impact associated with this request.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The City Council minutes are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Adilia Keller, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. May 20, 2026 City Council Minutes
2. June 3, 2026, City Council Minutes

REVIEWERS:

Arleta Wagenhals, City Clerk Department — Created/Initiated - 6/9/2026
Katrina Six, City Clerk Department — Final Approval - 6/9/2026

Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Roccucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

MINUTES

City Council Regular Meeting
May 20, 2026
6:00 PM
Roseville Electric Building,
116 S. Grant Street, 1st Floor

I. CALL TO ORDER

Mayor Bernasconi called the meeting to order at 6:01 P.M.

II. ROLL CALL

Present: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Roccucci, Mayor Bernasconi.
Absent: Councilmember Mendonsa

III. PLEDGE OF ALLEGIANCE

Deputy City Attorney Chloe Porath led the Pledge of Allegiance.

IV. MEETING PROCEDURES

City Clerk Carmen Avalos announced the procedures for addressing the City Council.

V. PRESENTATIONS

1. Retirement - Jill Geller

Summary: Commend Jill Geller for 6 years of extraordinary service and outstanding leadership as Director of Parks, Recreation & Libraries, congratulate her for her accomplishments, and wish her a long, healthy, and enjoyable retirement.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

City Council made the presentation to Parks, Recreation & Libraries Director Jill Geller, who responded.

2. Retirement - Megan Scheid

Summary: Commend Megan Scheid, who is retiring from the City Manager's Office, for her 19 years of extraordinary service, exemplary leadership, and enduring contributions to the City of

Roseville, and extend deep gratitude and warm wishes for a long, fulfilling, and meaningful retirement.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

City Council made the presentation to Deputy City Manager Megan Scheid who responded.

VI. PUBLIC COMMENTS

This is the first opportunity to make a public comment on non-agenda items.

No public comment received.

VII. CONSENT CALENDAR

Motion by Councilmember Houdesheldt, seconded by Roccucci, to approve the Consent Calendar as recommended. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Roccucci, Mayor Bernasconi.
Absent: Councilmember Mendonsa

3. Fuel Equipment Canopy Design and Construction - Contract Purchase Agreement

(ENVIRONMENTAL UTILITIES DEPARTMENT - WASTEWATER)

Summary: Staff recommends approval of a contract purchase agreement with Plummerbuilt Inc. for the design and construction of a fuel island canopy over the compressed natural gas filling station located at the Pleasant Grove Wastewater Treatment Plant in the amount of $199,550. The request includes a 10% contingency ($19,955) to account for potential fluctuations in material and construction costs. This project is funded by the South Placer Wastewater Authority in the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project.

CONTACT: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-154 approving a contract purchase agreement, by and between the City of Roseville and Plummerbuilt Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

4. Wastewater Climber Screens Parts and Equipment – Sole Source Purchase Order

(ENVIRONMENTAL UTILITIES DEPARTMENT - WASTEWATER)

Summary: Staff recommends approval of a sole source purchase order with Veolia WTS Services USA, Inc. to provide repair parts and replacement equipment for the Influent Climber Screens at the Dry Creek Wastewater Treatment Plant and the Pleasant Grove Wastewater Treatment Plant for $300,000, and the option to execute four additional one-year $300,000 renewals for a total not to exceed $1,500,000. Funding will be provided from the Environmental Utilities Department’s annual budgets in the Wastewater Operations Fund.

CONTACT: Katherine Gettings 916-746-1865 kgettings@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-155 approving a sole source purchase order for Wastewater climber screens parts and equipment.

5. RiverArc Project Related to the Third Pump at Pritchard Lake Diversion Facility - Cost Share Agreements (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends approval of two separate agreements for a third pump at the Pritchard Lake Diversion Facility. The first is an agreement between RiverArc Implementation Partners and Natomas Mutual Water Company. The second is an agreement between the RiverArc Implementation Partners. The City's cost share is up to $200,000. Funding for this project is from the RiverArc project in the Water Construction and Water Rehabilitation Funds.

CONTACT: Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-162 approving an agreement for Cost Sharing for Third Pump at Pritchard Lake Diversion Facility, by and between the Natomas Central Mutual Water Company, the Placer County Water Agency, the City of Sacramento, and the City of Roseville, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Resolution No. 26-163 approving an agreement for RiverArc Implementation Partner Cost Sharing Related to the Agreement for Cost Sharing for Third Pump at Pritchard Lake Diversion Facility with Natomas Central Mutual Water Company, by and among the RiverArc Implementation Partners and authorize the City Manager to execute it on behalf of the City of Roseville.

6. Sodium Hypochlorite System Replacement Project - Cancellation and Budget Adjustment (ENVIRONMENTAL UTILITIES DEPARTMENT)

Summary: Staff recommends approval to cancel the Pleasant Grove Wastewater Treatment Plant Sodium Hypochlorite System Replacement project and approve a budget adjustment in the amount of $500,000 to eliminate the existing budget and return the unspent funds to fund balance in the Wastewater Rehabilitation Fund.

CONTACT: Jeremy Snyder 916-746-1829 jsnyder@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the cancellation of the Capital Improvement Project; and

b. Adopt Ordinance No. 7071 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

7. **Water Meter Retrofit Project - Budget Adjustment** (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: Staff recommends approval of a budget adjustment for the Water Meter Retrofit Project in the amount of $57,942 using available resources in the Water Meter Retrofit Fund to purchase additional materials required to complete the remaining Water Meter Retrofits.

CONTACT: William Montz 916-774-5545 wlmontz@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7070 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

8. **Public Safety Computer System – License Agreement Amendment** (INFORMATION TECHNOLOGY DEPARTMENT - CLIENT SERVICES)

Summary: Staff recommends approval of an amendment to the License Agreement with Tyler Technologies Inc. to add software, services and support for interfaces and exports relating to Computer Aided Dispatch (CAD) to CAD, Enforcement Mobile and other Enterprise Public Safety modules. The amendment will increase the cost of the contract by $105,089. The total cost for the three-year amendment is $822,754.11 and is allocated to the Police and Fire departments each fiscal year by internal service fund charges from the Information Technology Operations fund.

CONTACT: Melissa Patrick 916-774-5127 mpatrick@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-161 approving a license agreement amendment, by and between the City of Roseville and Tyler Technologies Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

9. **Silver Spruce Drive - Segment 2B - Notice of Completion** (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for Silver Spruce Drive - Segment 2B as complete. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CONTACT: Pablo Macias 916-746-1324 pmacias@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-149 accepting the Public Work known as Silver Spruce Drive - Segment 2B Project, approving the "Notice of Completion", and authorizing and directing the

City Engineer to execute said Notice on behalf of the City of Roseville, therefore, and accepting a portion of the dedications offered on the recorded map of the Subdivision.

10. Sierra Vista Specific Plan Parcel WB-30 - Parcel Map (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Sierra Vista Specific Plan Parcel WB-30 Parcel map. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will create three (3) commercial and three (3) public right-of-way lots. The actions requested have no fiscal impact on the City's General Fund.

CONTACT: Jeff Hendrix 916-774-5463 jhendrix@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the Sierra Vista Specific Plan Parcel WB-30 parcel map on file with the City Clerk and accept on behalf of the public, Parcels A, B, and C offered thereon.

11. West Roseville Specific Plan Fiddyment Ranch Blue Oaks Boulevard Widening - Reimbursement Agreement (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of a Reimbursement Agreement with JEN California 15 LLC in the amount of $5,493,744 to construct West Roseville Specific Plan Fiddyment Ranch Blue Oaks Boulevard Widening. Funding is included in the Developer Reimbursement Account of the Traffic Mitigation Fund.

CONTACT: Matt Todd 916-774-5562 mtodd@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-152 approving a reimbursement agreement, by and between the City of Roseville and JEN California 15 LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

12. Citywide East Site Radio Communications Tower - Notice of Completion (PUBLIC WORKS DEPARTMENT - FACILITIES)

Summary: Staff recommends approval of the Notice of Completion for the Citywide East Site Radio Communication Tower Construction Project. The total cost of the construction contract with SLC, Inc was in the amount of $925,028.00 with an additional 15% contingency of $138,754.20, of which $138,534.00 was used. Funding for this project was included in the IT Replacement Fund, Public Facilities Fund, and Strategic Improvement Fund. No General Fund resources were used for the project.

CONTACT: James Kremko 916-774-5741 jakremko@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-148 accepting the Public Work known as the Citywide East Site Radio

Communication Tower project, approving the “Notice of Completion”, and authorizing the Public Works Director to execute said notice on behalf of the City of Roseville.

13. **Society for the Prevention of Cruelty to Animals Heating, Ventilation, and Air Conditioning Replacement - Contract Purchase Agreement and Budget Adjustment** (PUBLIC WORKS DEPARTMENT - FACILITIES)

Summary: Staff recommends approval of a contract purchase agreement with B&M Civil, LLC dba B&M Builders in the amount of $140,783 for the Society for the Prevention of Cruelty to Animals (SPCA) Heating, Ventilation, and Air Conditioning (HVAC) Replacement project. Additionally, staff is requesting a budget adjustment of $56,500 to increase the Placer SPCA HVAC Replacement project budget from available resources in the Facility Rehabilitation Fund. This project is funded by the General Fund through the Facilities Rehabilitation Fund.

CONTACT: Rebecca McCoy 916-746-5706 ramccoy@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-151 approving an agreement, by and between the City of Roseville and B&M Civil, LLC dba B&M Builders, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 7072 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

14. **Westbrook Boulevard Signal Installation Project - Award of Construction Agreement and Budget Adjustment** (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECTS)

Summary: Staff recommends approval of a construction agreement with May-Han Electric, Inc. dba M&M Electric in the amount of $1,717,883.50 for the Westbrook Boulevard Signal Installation Project, along with the associated budget adjustment and a 10% construction change order authority. The scope of this project includes the signalization of five (5) intersections along Westbrook Boulevard. The traffic signals are located at the intersections of Solaire Drive, Earl Rush Drive, Nicole Gee Drive, Vista Grande Boulevard, and Sierra Village Drive with Westbrook Boulevard. The budget adjustment will increase project funding for the Traffic Mitigiation Fund by $600,000 for a total budget of $2,950,000. No General Fund resources will be used for this project.

CONTACT: Brian Gulewich 916-746-1376 bcgulewich@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-156 approving a construction agreement, by and between the City of Roseville and May-Han Electric, Inc. dba M&M Electric, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 7073 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

15. **Road Resurfacing and Maintenance Funding - Purchase Order Increase** (PUBLIC WORKS DEPARTMENT - STREET MAINTENANCE)

Summary: Staff recommends approval of an increase to the existing purchase order with Granite Construction Company Inc. in the amount of $58,500, to a total not-to-exceed amount of $133,499. This spending limit increase will provide the Public Works Street Maintenance Division the flexibility needed to complete ongoing roadway rehabilitation work in the current fiscal year including resurfacing project preparation, and repairs to emerging pavement failures and localized base deterioration. Funding for the increase is from the Highway Users Tax Fund and Traffic Safety funds already budgeted within operations budgets. No General Fund resources will be used.

CONTACT: James Shelton 916-746-1192 jshelton@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the purchase order increase with Granite Construction Company for road resurfacing and maintenance.

16. **Agricultural License To Farm Rice - Agreement** (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK MAINTENANCE)

Summary: Staff recommends approval of an Agricultural License to farm rice with Auburn Ravine Ranch Inc. and B & B Livestock for farming on a portion of the Al Johnson Wildlife property. Staff additionally requests authority for the City Manager or his designee to execute two (2) additional two (2) year renewals without further City Council approval. This agreement will generate revenue of $62,220 annually.

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-158 approving an agricultural license to farm rice, by and between the City of Roseville and Auburn Ravine Ranch, Inc. and B & B Livestock, and authorizing the City Manager to execute it on behalf of the City of Roseville.

17. **CO-61 Park Project - Award of Contract** (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of an agreement with Jensen Landscape Contractor, LLC in the amount of $1,399,971.99 for the CO-61 Park Project and authorization for the City Manager or his designee to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract amount. Funding for construction of this park was included in the FY2025-26 budget within the Neighborhood Park – Campus Oaks Fund.

CONTACT: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-150 approving an agreement, by and between the City of Roseville and Jensen Landscape Contractor, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

18. Campus Oaks Park Skate Park Project - Notice of Completion (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the Notice of Completion for the Campus Oaks Park Skate Park Project. The total cost of the construction contract with American Ramp Company is $650,000. Funding for this project was included in the FY2024-25 General Fund budget.

CONTACT: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-159 accepting the Public Work known as Campus Oaks Park Skate Park Project, approving the "Notice of Completion", and authorizing and directing the City Engineer to execute said Notice on behalf of the City of Roseville.

19. 2002 International Swaps and Derivatives Association - Master Agreement, Schedule with Gas and Power Annexes, Credit Support Annex, Paragraph 13 Elections and Variables, and Dodd-Frank Act Representations and Reporting Amending Agreement (ELECTRIC DEPARTMENT - FINANCIAL & ADMINISTRATIVE)

Summary: Staff recommends approval of the 2002 International Swaps and Derivatives Association, Inc. Master Agreement, Schedule with Gas and Power Annexes, Credit Support Annex, including Paragraph 13 Elections and Variables, and the International Energy Credit Association Dodd-Frank Act Representations and Reporting Amending Agreement, with DRW Energy Trading LLC (DRW). These documents establish standardized legal, transactional, collateral, and swap reporting terms that would apply to future wholesale natural gas, power, and related commodity transactions with DRW. There is no cost associated with the execution of these documents.

CONTACT: Patrick Zanardelli 916-774-5673 pzanardelli@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-157 approving the 2002 International Swaps and Derivatives Association, Inc. Master Agreement, the Schedule with Gas Annex and Power Annex, the Credit Support Annex, the Paragraph 13 Elections and Variables, and the International Energy Credit Association Dodd-Frank Act Representations and Reporting Amending Agreement with DRW Energy Trading LLC., and authorizing the City Manager to execute them on behalf of the City of Roseville.

20. Renewable Energy Transaction Confirmation Amendment (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval of the first amendment to the Renewable Energy Transaction Confirmation with Desert Breeze Solar, LLC. The transaction helps Roseville Electric Utility meet the State of California's Renewable Portfolio Standards regulations and this amendment moves the delivery start date a year earlier to June 2026 to support current compliance period requirements (Compliance Period 5, 2025-2027). This amendment increases the cost of the contract by approximately $1.9 million, for a total amended contract value of approximately $24.2 million over the 16-year term. Funding is included in the Electric Department's FY2025-26 budget in the Electric Fund. Future funding is contingent upon the City Council's approval of the respective year's budget.

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

The City Council will consider the recommendation to:

a. Resolution No. 26-164 approving a first amendment of Transaction Confirmation between the City of Roseville and Desert Breeze Solar, LLC, and authorizing the City Manager to execute if on behalf of the City of Roseville.

21. California-Oregon Transmission Project - Amendment (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval of an amendment to project agreement number 3 with the Transmission Agency of Northern California (TANC) for the California-Oregon Transmission Project (COTP). TANC is a joint powers agency that owns and operates high-voltage transmission facilities, including the COTP, a 500-kV transmission line that extends from central California to north of the California-Oregon Border. The City is a Member of TANC and has transmission rights on the COTP. These transmission rights support Roseville Electric Utility's overall portfolio of resources to meet the electricity needs of the community. The amendment improves the efficiency, flexibility, and clarity of the agreement. There is no fiscal impact associated with the amendment.

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-165 approving amendment No. 1 to project agreement No. 3 with the Transmission Agency of Northern California-Oregon Transmission Project, and authorizing the City Manager to execute it on behalf of the City of Roseville.

22. Roseville Energy Park Tenant Improvement (RFQ 10-3441) – Contract Purchase Agreement (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of a contract purchase agreement with Torres Project Management Inc., dba TPM Construction, Inc., as the lowest responsive and responsible bidder for Request for Quotations No.10-3441, Roseville Energy Park Tenant Improvement. The cost of the agreement is $1,249,000. Additionally, staff is requesting change order requests up to 15% ($187,350) of the contract amount for construction contingency, for a grand total of $1,436,350. Staff is requesting approval of a 15% contingency for this project due to the age of the facility

and unknown circumstances that may arise when construction and demolition begin. There has also been a fluctuation of supply costs due to the rising prices of transportation. Funding for this project is available in the Electric Fund budget.

CONTACT: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-160 approving a contract purchase agreement, by and between the City of Roseville and Torres Project Management Inc., dba TPM Construction, and authorizing the City Manager to execute it on behalf of the City of Roseville.

23. Community Facilities Districts - Budget Adjustments (FINANCE DEPARTMENT)

Summary: Staff recommends approving budget adjustments in the amount of $1,303,974 to align Community Facilities District budgets with current activity. This adjustment reflects updated pay-as-you-go disbursements, related revenues, and debt service activity, and improves the accuracy of financial reporting and analysis. Sufficient fund balance is available in all affected funds to support the proposed adjustments.

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7074 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

24. FY2025-26 Second Quarter Financial Report (FINANCE DEPARTMENT)

Summary: Staff recommends approval of the FY2026-26 Second Quarter Financial Report which provides a summary of the City's financial position through the second quarter for (1) the General Fund, (2) the enterprise funds, and (3) revenues in other selected funds. This report is provided pursuant to the Budget Control section of the City Charter (Section 7.15).

CONTACT: Nancy Rothlisberger 916-774-5314 nrothlisberger@roseville.ca.us

The City Council will consider the recommendation to:

a. This is an informational item and requires no City Council action.

25. Legal Research Software - Purchase Order Increase (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends approval of an increase in purchase order authority with West Publishing Corporation dba Thomson Reuters - West in order to add a new attorney license to the current legal research software, Westlaw. The original five (5) year purchase order amount of $216,671.64 will increase by $20,584.44 to $237,256.08. Funding for this item was included in the City Attorney's budget. Yearly funding will be subject to budget approval by the City Council.

CONTACT: Kelly Aye 916-774-5377 kaye@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve a purchase order increase with West Publishing Corporation dba Thomson Reuters - West.

26. Second Reading - Roseville Municipal Code Amendment - Accessory Dwelling Units (DEVELOPMENT SERVICES - PLANNING)

Summary: Staff recommends approving an ordinance for second reading amending Roseville Municipal Code Chapter 19.60 (Accessory Dwelling Unit Ordinance) and amending Roseville Municipal Code Section 19.10.030 to update and reorganize the City's Accessory Dwelling Unit (ADU) Ordinance. Key changes include updating multiple sections to reflect legislation passed in 2025, including changing square footage limitations to be based on square footage of livable space, adding a definition for livable space, revising the number of ADUs permitted to reflect that any combination of permitted units is allowed, revising the Residential Zone General Development standards table of Roseville Municipal Code Section 19.10.030 to refer to Chapter 19.60 instead of stating the number of ADUs permitted, and limiting the owner occupancy requirement for a Junior ADU to cases where sanitation facilities (bathrooms) are shared. Additional changes include removal of the Administrative Permit process which currently allows deviation from standards for ADUs, adding references to the definition of "kitchens" found in Roseville Municipal Code Chapter 19.95, a new definition for "separate entrance" and "separate exterior entrance," and other changes to improve readability and clarity.

CONTACT: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7075 amending section 19.10.030 of Chapter 19.10 of Title 19 of the Roseville Municipal Code regarding Residential Zone General Development Standards and amending Chapter 19.60 of Title 19 of the Roseville Municipal Code regarding Accessory Dwelling Units.

27. Proclamation - National Public Works Week

Summary: Proclaim May 17-23, 2026 as National Public Works Week and urge all residents to recognize public works professionals, engineers, managers, and employees and the substantial contributions they make to protecting health and safety, and advancing the quality of life for all.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

28. Minutes of Prior Meetings (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the May 6, 2026 City Council / Housing Authority Meeting.

CONTACT: Christine Mesaros 916-774-5287 crmesaros@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve minutes of the May 6, 2026 City Council / Housing Authority Meeting.

29. Retirement - Stephanie Gillis

Summary: Commend Stephanie Gillis, who is retiring from the Electric Department, for 19 years of outstanding service and dedication to the City of Roseville, and extend wishes for a long, healthy and enjoyable retirement.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

END OF CONSENT CALENDAR

VIII. PRESENTATIONS/REPORTS

30. Grants Advisory Commission FY2026-27 Grant Funding Recommendations (CITY MANAGER DEPARTMENT - ASSISTANT CITY MANAGER)

Summary: Staff recommends approval of the Grants Advisory Commission's FY2026-27 funding recommendations to award grants to 18 nonprofit organizations, totaling $279,940 from the Citizens' Benefit Fund. Funding for these awards is included in the proposed FY2026-27 City budget.

CONTACT: Tobi Thomas 916-746-1368 tthomas@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the Grants Advisory Commission's FY2026-27 funding recommendations, awarding $279,940 from the Citizens' Benefit Fund to 18 nonprofit organizations.

Management Analyst Tobi Thomas and Senior Deputy Attorney Jonathan Levy made the presentation to the City Council.

Grants Advisory Commission Vice Chair Lauren Razzano spoke on the funding award process.

Jennifer Chapman spoke on behalf of Valley Foothill Conservancy and funding for outreach.

Vice Mayor Alvord declared a conflict of interest with the award to Wayfinder Family Services as a family member works for the organization and left the dais.

Motion by Councilmember Houdesheldt, seconded by Councilmember Roccucci, to approve the Grants Advisory Commission's FY2026-27 funding recommendations, awarding Wayfinder Family Services $7500 from the Citizens' Benefit Fund. The motion passed.

Ayes: Councilmember Houdesheldt, Councilmember Roccucci, Mayor Bernasconi.
Absent: Vice Mayor Alvord, Councilmember Mendonsa.

Vice Mayor Alvord returned to the dais.

Councilmember Roccucci declared a conflict of interest as her spouse serves on the Roseville Historical Society Board and left the dais.

Motion by Vice Mayor Alvord, seconded by Councilmember Houdesheldt, to approve the Grants Advisory Commission's FY2026-27 funding recommendations, awarding Roseville Historical Society $9,500 from the Citizens' Benefit Fund. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Mayor Bernasconi.
Absent: Councilmember Roccucci, Councilmember Mendonsa.

Councilmember Roccucci returned to the dais.

Motion by Councilmember Roccucci, seconded by Vice Mayor Alvord, to approve the Grants Advisory Commission's FY2026-27 funding as recommended from the Citizens' Benefit Fund to the remaining 16 nonprofit organizations. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Mayor Bernasconi.
Absent: Councilmember Mendonsa.

31. General Municipal Election - November 3, 2026 (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval to call a General Municipal Election to be held on Tuesday, November 3, 2026, request that the Placer County Board of Supervisors consolidate the election with any other election conducted on said date, allow for arguments and rebuttals, elect Councilmembers in Districts Two and Four, request election services from the Placer County Clerk/Registrar of Voters, and to submit the previously approved Council Compensation Adjustment and Inflation Limitation Measure to the voters of the City of Roseville.

CONTACT: Carmen Avalos 916-774-5269 cavalos@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-166 declaring a General Municipal Election be held on Tuesday, November 3, 2026, and requesting the Placer County Board of Supervisors to consolidate the election with any other election conducted on said date, and requesting election services by the Placer County Clerk/Registrar of Voters to fill two City Council vacancies in City of Roseville Districts 2 and 4; and to submit a Council Compensation Adjustment and Inflation Limitation Measure "A" to the voters of the City of Roseville.

City Clerk Carmen Avalos made the presentation to the City Council.

No public comment received.

Motion by Councilmember Houdeshledt, seconded by Vice Mayor Alvord, to adopt Resolution No. 26-166 declaring a General Municipal Election be held on Tuesday, November 3, 2026, and requesting the Placer County Board of Supervisors to consolidate the election with any other

election conducted on said date, and requesting election services by the Placer County Clerk/Registrar of Voters to fill two City Council vacancies in City of Roseville Districts 2 and 4; and to submit a Council Compensation Adjustment and Inflation Limitation Measure "A" to the voters of the City of Roseville. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Mayor Bernasconi.
Noes: Councilmember Roccucci.
Absent: Councilmember Mendonsa.

IX. PUBLIC COMMENTS

This is the second opportunity to make a public comment on non-agenda items.

No public comment received.

X. STAFF/COUNCIL REPORTS

Councilmember Roccucci reported on various community events.

Placer County Flood Control and Water Conservation Meeting - Councilmember Roccucci reported on attendance.

Councilmember Houdesheldt reported on various community events.

Mayor Bernasconi reported on various community events.

XI. ADJOURNMENT

Mayor Bernasconi adjourned the meeting at 7:14 P.M.

Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Roccucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

MINUTES

City Council / Housing Authority Meeting
June 3, 2026
6:00 PM
Roseville Electric Building,
116 S. Grant Street, 1st Floor

I. CALL TO ORDER

Mayor Bernasconi called the meeting to order at 6:00 P.M.

II. ROLL CALL

Present: Vice Mayor Alvord, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.
Absent: Councilmember Houdesheldt.

III. PLEDGE OF ALLEGIANCE

Parks and Recreation Commissioner Kevin Hernandez led the Pledge of Allegiance.

IV. MEETING PROCEDURES

City Clerk Carmen Avalos announced the procedures for addressing the City Council.

V. PUBLIC COMMENTS

This is the first opportunity to make a public comment on non-agenda items.

Natasha Nicholson spoke on data centers in Roseville.

Jennifer Chapman spoke on the use of Council Discretionary Funds and sound walls.

VI. CONSENT CALENDAR

Motion by Councilmember Mendonsa, seconded by Councilmember Roccucci, to approve the Consent Calendar as recommended. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasoni.
Absent: Councilmember Houdesheldt.

1. **Water Meters and Related Parts - Sole Source Purchase Order** (ENVIRONMENTAL UTILITIES DEPARTMENT)

   Summary: Staff recommends approval of a sole source purchase order with Thirkettle Corporation dba Aqua Metric Sales Company for Sensus water meters and related parts for $950,000 in FY2026-27. In addition, staff requests this purchase order be renewed annually as follows, subject to budget approval: FY2027-28 estimated at $980,000; FY2028-29 estimated at $1,010,000; and FY2029-30 estimated at $1,045,000, for an estimated total amount of $3,985.000. Funding for meter purchases comes from the Water Operations Fund, Water Rehabilitation Fund, and the Recycled Water operating budget in the Wastewater Operations Fund.

   CONTACT: Robert Strebel 916-746-1717 rjstrebel@roseville.ca.us

   The City Council will consider the recommendation to:

   a. Approve Resolution No. 26-171 approving a sole source purchase order for water meters and related parts.

2. **Louis/Orlando Bus Charging Improvement Project - Budget Adjustment** (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

   Summary: Staff recommends approval of a budget adjustment to fund the Louis/Orlando Bus Charging Improvement Project. The estimated cost of this project is $2,510,740. These costs include procurement, installation, contingencies, and staff time. The project will be fully funded with SB125 funds provided by the California State Transportation Agency (CalSTA). Both revenue and expenditure budgets in the Transit Fund will be increased accordingly. This adjustment will have no impact on the General Fund.

   CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

   The City Council will consider the recommendation to:

   a. Adopt Ordinance No. 7075 authorizing certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an appropriation measure.

3. **Fiscal Year 2025-26 Transportation Development Act Claims** (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

   Summary: Staff recommends approval of the Fiscal Year (FY) 2025-26 Transportation Development Act (TDA) claims in the amount of $12,910,937 and authorize the City Manager or his designee to execute the claim on behalf of the City.

   CONTACT: Kimberly Goulet 916-746-1320 kegoulet@roseville.ca.us

   The City Council will consider the recommendation to:

   a. Approve Resolution No. 26-170 approving and authorizing execution of the 2024/25

Transportation Development Act claims to the Placer County Transportation Planning Agency and authorize the City Manager or his designee to execute them on behalf of the City.

4. **Zero Emission Bus Depot Project (Phase 2 and 3) - Contract Purchase Agreement Amendment** (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends approval of an amendment to the Zero Emission Bus Depot Project (Phase 2 and 3) Contract Purchase Agreement to include the Federal Transit Administration's 2026 Federal Clauses. Approval of this amendment will allow staff to continue to use federal dollars to help pay for the Zero Emission Bus Depot Project.

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-173 approving amendment 1 to contract purchase agreement, by and between the City of Roseville and Vasko Electric Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

5. **Dry Creek Greenway East Phase 2 - Grant Authorization** (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends adoption of a resolution authorizing the City Manager, or designee, to submit a grant application to the Sacramento Area Council of Governments 2026 Federal Funding Program under the Next Generation Solutions & Clean Air Program, and to execute all related grant documents and comply with timely project delivery requirements. The grant application would support the Dry Creek Greenway East Phase 2 multi-use bike trail project.

CONTACT: Suzanne Engelke 916-746-1289 sengelke@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-175 authorizing applications for grant funding from the Sacramento Area Council of Governments (SACOG) 2026 Federal Funding Programs; authorizing the City Manager or his designee to submit City of Roseville SACOG 2026 Federal Funding Program application priorities; and authorizing the City Manager or his designee to execute all grant documents and timely project delivery requirements.

6. **Disposal and Auction Services - Contract Purchase Agreement** (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of a contract purchase agreement with J.J. Kane Associates, Inc., dba JJ Kane Auctions, on an as-needed basis utilizing Sourcewell Contract #111424-JJK. The Fleet and Purchasing/Central Stores Divisions require auction services to liquidate retired vehicles, equipment and other surplus goods that are no longer required by the City. This is a revenue-generating agreement, with the service costs paid by successful bidders. Revenue generated from the agreement is estimated at approximately $500,000 annually. Staff also requests authorization to renew the agreement three times without further City Council

approval, contingent upon staff's determination that continued use of the service is in the City's best interest.

CONTACT: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-172 approving a contract purchase agreement, by and between the City of Roseville and J.J. Kane Associates, Inc. dba JJ Kane Auctions, and authorizing the City Manager to execute it on behalf of the City of Roseville.

7. 2090 Hilltop Backup Generator Replacement (RFQ 10-3444) – Contract Purchase Agreement (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of a contract purchase agreement with Elite Power, Inc. as the lowest responsive and responsible bidder for Request for Quotations No.10-3444 2090 Hilltop Backup Generator Replacement. The cost of the Agreement is $107,908. Additionally, adopt a resolution authorizing the City Manager to sign the contract purchase agreement and authorizing the Public Works Director or designee to approve change order requests for this project up to 10% ($10,790) as a construction contingency, for a grand total of $118,698. Funding is included in the Electric Fund budget.

CONTACT: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-174 approving a contract purchase agreement, by and between the City of Roseville and Elite Power, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

8. Reservation of Affordable Housing Funds for Development of the Westpark Affordable Apartments (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approval to reserve affordable housing funds for a proposed affordable housing project in Roseville. The request is to reserve $1,775,000 from the City's Low and Moderate Income Asset Fund (Low/Mod) for construction of St. Anton's affordable housing project, Westpark Affordable Apartments. The Low/Mod funds being considered for this loan originated from the repayment of a prior affordable housing loan and are being proposed to support a new affordable housing activity. No General Fund resources will be used.

CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-176 authorizing reservation of Affordable Housing Funds for development of the Westpark Affordable Apartments Project.

9. HOUSING AUTHORITY BOARD/CITY COUNCIL - Quarterly Update 1st Quarter 2026 (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends City Council, acting as the Roseville Housing Authority Board, receive a quarterly report on the Housing Authority's Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CONTACT: Suzi Cook-Turner, Trisha Isom 916-774-5414, 916-746-1239 smcook-turner@roseville.ca.us, tisom@roseville.ca.us

The City Council will consider the recommendation to:

a. This quarterly report is for informational purposes only and requires no City Council action.

10. State Legislative and Regulatory Representation Consulting - Professional Services Agreement (PUBLIC AFFAIRS AND COMMUNICATIONS DEPARTMENT)

Summary: Staff requests approval of a professional services agreement with Joe A. Gonsalves & Son for State Legislative and Regulatory Representation Consulting Services to provide state legislative and regulatory representation consulting services related to legislative advocacy, regulatory monitoring, policy analysis, and strategic government relations support. Following the completion of the competitive procurement process, staff recommends awarding a professional services agreement to Joe A. Gonsalves & Son to continue providing these services to the City of Roseville. The initial one-year agreement includes a monthly retainer of $9,000, for a total annual not-to-exceed amount of $108,000. While the agreement includes the option for up to four additional one-year renewals, each renewal would be subject to annual budget approval and a determination that continuation of the services remains in the best interest of the City. Based on the proposed rate structure for the initial agreement term and all potential renewal terms, the cumulative not-to-exceed amount over the possible five-year period is $600,000. Funding for the proposed agreement is included in the Public Affairs and Communications Department General Fund budget and is incorporated into the proposed FY 2026-27 budget.

CONTACT: Rob Baquera 916-746-1170 rbaquera@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-177 approving a professional services agreement, by and between the City of Roseville and Joe A. Gonsalves & Son, and authorizing the City Manager to execute it on behalf of the City of Roseville.

11. Appointments - City Council Auxiliary Positions (CITY CLERK DEPARTMENT)

Summary: It is recommended that the City Council approve the appointment of Vice Mayor Alvord as an alternate to the Sites Reservoir Project Joint Powers Authority Board of Directors.

CONTACT: Helen Dreyer hdreyer@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the appointment of Vice Mayor Alvord as an alternate to the Sites Reservoir Project Joint Powers Authority Board of Directors.

END OF CONSENT CALENDAR

VII. PRESENTATIONS/REPORTS

12. Park Naming Recommendations (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends that the Council adopt a resolution to approve park name recommendations for four new parks. Funding for the new park identification signs is included as a part of each capital project.

CONTACT: Tara Gee 916-774-5253 tgee@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve Resolution No. 26-169 approving park name recommendations.

Parks, Recreation & Libraries Director Jill Nunes introduced Park Planning and Development Manager Tara Gee.

Park Planning and Development Manager Tara Gee made the presentation to City Council.

Parks and Recreation Commissioner Kevin Hernandez spoke in support of the park naming item.

Ed Smith spoke in support of naming JM-51 Bernie Milmoe Park.

Motion by Vice Mayor Alvord, seconded by Councilmember Roccucci, to adopt Resolution No. 26-169 approving park naming recommendations. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasoni.
Absent: Councilmember Houdesheldt.

13. Impound Fee for Out-of-Class Electric Bicycles & Pocket Bikes (POLICE DEPARTMENT)

Summary: Staff recommends adopting an electric bicycle and pocket bike impound fee in the amount of $250 pursuant to California Vehicle Code Section 22651.08 and to incorporate such fee into the City's most current master Schedule of User and Regulatory Fees. There is no fiscal impact associated with the proposed action.

CONTACT: Courtney Scurria 916-746-1051 CScurria@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-167 adopting impound fee for out-of-class electric bicycles and pocket bikes and incorporating the fee into the schedule of User and Regulatory Fees.

Police Chief Jeff Beigh introduced Police Lieutenant Courtney Scurria and Police Services Administrator Katie Braverman.

Lieutenant Courtney Scurria made the presentation to City Council.

Police Services Administrator Katie Braverman continued the presentation to City Council.

An unknown individual inquired what happens to the impounded bikes that are not retrieved.

Jennifer Chapman inquired if violators from adjacent jurisdictions would be penalized the same as Roseville residents.

Motion by Councilmember Mendonsa, seconded by Councilmember Roccucci, to adopt Resolution No. 26-167 adopting an impound fee for out-of-class electric bicycles and pocket bikes and incorporating the fee into the schedule of User and Regulatory Fees. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasoni.
Absent: Councilmember Houdesheldt.

14. Senate Bill 707 - Administrative Standards Update (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends approval of updates to the City Council/Boards, Commissions, & Committees Administrative Standards, the City's public meeting procedures. Senate Bill 707 (SB 707), portions of which went into effect on January 1, 2026, and other portions which go into effect on July 1, 2026, implements the most extensive revisions to the Brown Act in decades. The revisions were designed to strengthen public participation by requiring certain city councils, such as Roseville, to offer public remote access to public meetings via telephonic or audiovisual platforms. The proposed updates to the Administrative Standards include not only the necessary changes required by SB 707, but some additional revisions identified by staff due to changes in the law, to add clarity, and to address areas currently not addressed in the procedures. There will be a minor fiscal impact to the General Fund related to offering remote public participation.

CONTACT: Michelle Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-168 approving the City Council/Boards, Commissions, and Committees Administrative Standards updates.

City Attorney Michelle Sheidenberger introduced Chief Information Officer Sae Hong and made the presentation to City Council.

Jennifer Chapman spoke in support of the call-in option for City Council meetings and not allowing individuals to serve on more than one commission/committee.

Motion by Vice Mayor Alvord, seconded by Councilmember Mendonsa, to adopt Resolution No. 26-168 approving the City Council/Boards, Commissions, and Committees Administrative Standards updates. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasoni.
Absent: Councilmember Houdesheldt.

VIII. PUBLIC HEARINGS

NOTICE TO THE PUBLIC: Public Hearing Process

City Council, when considering the matter, will take the following actions:

1. Open the Public Hearing
2. Presentation by staff
3. Presentation by applicant or appellant
4. Accept public testimony
5. Appellant or applicant rebuttal period
6. Close the Public Hearing
7. City Council comments and questions
8. City Council action

Any challenges in court about public hearing matters noticed on this agenda may be limited to only those issues, that were raised orally at the public hearing or in written form received by the City on or before the hearing.
Public Hearings listed for continuance will be continued and posting of this agenda will serve as notice of continuation.

15. Fiscal Year 2026-27 Landscaping and Lighting District Assessments - Amending and/or Approving the Engineer's Annual Levy Report, Ordering the Levy and Collection of Assessments (FINANCE DEPARTMENT)

Summary: Staff recommends approval of the engineer's annual levy reports for fiscal year 2026-27 and ordering the levy and collection of assessments within the described Landscaping and Lighting Districts (individually "LLD collectively "LLDs"). These LLDs were formed within the City to levy and collect assessments for maintenance of public improvements pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code, Sections 22500, et seq., and Article XIII D of the California Constitution. All charges are needed to fund landscape services in each LLD. There is no fiscal impact to the General Fund.

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-178 amending and/or approving the Engineer’s Annual Levy Report for the Historic District Landscaping and Lighting District, Fiscal Year 2026/2027; and

b. Adopt Resolution No. 26-179 ordering the levy and collection of assessments within the Historic District Landscaping and Lighting District, for Fiscal Year 2026/2027; and

c. Adopt Resolution No. 26-180 amending and/or approving the Engineer's Annual Levy Report for the Infill Area Landscaping and Lighting District, Fiscal Year 2026/2027; and

d. Adopt Resolution No. 26-181 ordering the levy and collection of assessments within the Infill Area Landscaping and Lighting District for Fiscal Year 2026/2027; and

e. Adopt Resolution No, 26-182 amending and/or approving the Engineer's Annual Levy Report for the Johnson Ranch Landscaping and Lighting District, Fiscal Year 2026/2027; and

f. Adopt Resolution No. 26-183 ordering the levy and collection of assessments within the Johnson Ranch Landscaping and Lighting District for Fiscal Year 2026/2027; and

g. Adopt Resolution No. 26-184 amending and/or approving the Engineer's Annual Levy Report for the North Central Roseville Specific Plan Landscaping and Lighting District, Fiscal Year 2026/2027; and

h. Adopt Resolution No. 26-185 ordering the levy and collection of assessments within the North Central Roseville Specific Plan Landscaping and Lighting District for Fiscal Year 2026/2027; and

i. Adopt Resolution No. 26-186 amending and/or approving the Engineer's Annual Levy Report for the Northwest Roseville Specific Plan Landscaping and Lighting District, Fiscal Year 2026/2027; and

j. Adopt Resolution No. 26-187 ordering the levy and collection of assessments within the Northwest Roseville Specific Plan Landscaping and Lighting District for Fiscal Year 2026/2027; and

k. Adopt Resolution No. 26-188 amending and/or approving the Engineer's Annual Levy Report for the Olympus Pointe Landscaping and Lighting District, Fiscal Year 2026/2027; and

l. Adopt Resolution No. 26-189 ordering the levy and collection of assessments within the Olympus Pointe Landscaping and Lighting District for Fiscal Year 2026/2027; and

m. Adopt Resolution No. 26-190 amending and/or approving the Engineer's Annual Levy Report for the Riverside Avenue Landscaping and Lighting District, Fiscal Year 2026/2027; and

n. Adopt Resolution No. 26-191 ordering the levy and collection of assessments within the Riverside Avenue Landscaping and Lighting District, for Fiscal Year 2026/2027; and

o. Adopt Resolution No. 26-192 amending and/or approving the Engineer's Annual Levy Report for the Vernon Street Landscaping and Lighting District, Fiscal Year 2026/2027; and

p. Adopt Resolution No. 26-193 ordering the levy and collection of assessments within the Vernon Street Landscaping and Lighting District for Fiscal Year 2026/2027.

Finance Director Scott Pettingell made the presentation to City Council.

Jennifer Chapman spoke on the maintenance of sound walls to be included in the districts.

Motion by Councilmember Roccucci, seconded by Councilmember Mendonsa, to adopt Resolutions 26-178 through 26-193 for Fiscal Year 2026–2027, approving annual levy of assessments for the City's Landscaping and Lighting Districts, ordering the levy and collection of those assessments, and amending and/or approving the Engineer's Annual Levy Reports for each district, as set forth in the applicable resolutions and agenda materials which are incorporated by reference for. Historic District, Infill Area, Johnson Ranch, North Central Roseville Specific Plan, Northwest Roseville Specific Plan, Olympus Pointe, Riverside Avenue, Vernon Street District.The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasoni.
Absent: Councilmember Houdesheldt.

IX. PUBLIC COMMENTS

This is the second opportunity to make a public comment on non-agenda items.

No public comment received.

X. STAFF/COUNCIL REPORTS

Councilmember Mendonsa reported on various community events.

South Placer Wastewater Authority Meeting - Councilmember Roccucci reported attendance.

Councilmember Roccucci reported on various community events.

Vice Mayor Alvord reported on various community events.

Mayor Bernasconi reported on various community events.

XI. ADJOURNMENT

Major Bernasconi adjourned the meeting at 7:23 P.M.

City Council Communication

Meeting Date: 6/17/2026
Item #: VIII.58
File #: 0103 & 0103-07-03 & 0103-08-03 & 0103-09-03 & & 0103-34-03 & 0103-44-03
Item ID: 2026-491

Title:	Board and Commissions Bi-Annual Vacancies
Contact:	Katrina Six 916-774-5267 kmsix@roseville.ca.us

SUMMARY

Staff recommends Council appoint two (2) individuals to the Economic Development Advisory Committee to terms expiring June 30, 2028 from the applications received from Kristen Holihan, Derek Pell, and Angela Tsukiji; appoint three (3) individuals to the Grants Advisory Commission to terms expiring June 30, 2030 from the applications received from Nina Acosta, Rick Jenkins, Loretta Odebiyi, Jim Ratliff, and David Williams; appoint Ravi Sharma to the Local Sales Tax Citizens' Oversight Committee to a term expiring June 30, 2027; and appoint three (3) individuals to the Planning Commission to terms expiring June 30, 2030 from the applications received from Sandra Pollack-Cushing, Frank Fernandez, Ed Kriz, Einar Maisch, Derek Pell, Jason Probst, and Julia Sweeney.

RECOMMENDATION

Staff recommends that the City Council:

a. Appoint two (2) individuals to the Economic Development Advisory Committee to terms expiring June 30, 2028 from the applications received from: Kristen Holihan, Derek Pell, and Angela Tsukiji; and

b. Appoint three (3) individuals to the Grants Advisory Commission to terms expiring June 30, 2030 from the applications received from Nina Acosta, Rick Jenkins, Loretta Odebiyi, Jim Ratliff, and David Williams; and

c. Appoint Ravi Sharma to the Local Sales Tax Citizens' Oversight Committee to terms expiring June 30, 2027; and

d. Appoint three (3) individuals to the Planning Commission to terms expiring June 30, 2030 from the applications received from Sandra Pollack-Cushing, Frank Fernandez, Ed Kriz, Einar Maisch, Derek Pell, Jason Probst, and Julia Sweeney.

BACKGROUND

Appointments are due to be made as part of the bi-annual recruitment process. Recruitment for all vacancies occurred in May and June. Video interviews of the applicants were conducted by the City Clerk Department, and the City Attorney’s Office reviewed the Statements of Economic Interest (Form 700) for potential conflicts of interest. The applications, video interviews, and confidential attorney review are compiled and provided to the City Council for consideration. The Local Sales Tax Citizens' Oversight Committee received one application and, as such, Ravi Sharma will be appointed to the position.

FISCAL IMPACT
There is no fiscal impact.

ENVIRONMENTAL REVIEW
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The appointment of members to boards or commissions meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS
5. Support community engagement and advocacy

Respectfully Submitted,
Katrina Six, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

REVIEWERS:

Katrina Six, City Clerk Department	Created/Initiated - 6/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/4/2026
Dominick Casey, City Clerk Department	Approved - 6/4/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

City Council Communication

Meeting Date: 6/17/2026
Item #: VIII.59
File #: 0201 & 0103-03-02 & 0103-29-02
Item ID: 2026-485

Title:	Fiscal Year 2026-27 Citywide Budget, Position Allocation Schedule, Roseville Housing Authority Budget, and Roseville Finance Authority Budget
Contact:	Jackie Rice 916-774-5326 jrice@roseville.ca.us

SUMMARY

Staff recommends approval of the proposed City of Roseville Fiscal Year (FY) 2026-27 citywide budget and position allocation schedule, as incorporated into the budget document, effective July 1, 2026. The proposed FY2026-27 expenditure budget totals $876.8 million from all funding sources. The General Fund expenditure budget is $275.3 million, consisting of $257.9 million in operating expenditures and $17.4 million in non-operating expenditures. The FY2026-27 Roseville Housing Authority expenditure budget totals $12.9 million and is primarily comprised of funding from the federally funded Housing Choice Voucher Program, which provides rental assistance to up to 846 families, seniors, persons with disabilities, and veterans annually. The FY2026-27 Roseville Finance Authority budget includes $878,881 in debt service payments, reflecting scheduled payments on the Certificates of Participation for 316 Vernon Street. In addition, capital outlay expenditures totaling $645,615 are budgeted for park improvements at Crabb Park, Goto Park, and Uribe Park.

RECOMMENDATION

Staff recommends that the City Council take the following actions:
1. Adopt an ordinance approving the proposed City of Roseville FY2026-27 citywide budget and the position allocation schedule as incorporated into the budget document, effective July 1, 2026; and
2. Adopt a resolution approving the Roseville Housing Authority budget for FY2026-27; and
3. Adopt a resolution approving the Roseville Finance Authority budget for FY2026-27.

BACKGROUND

CITYWIDE BUDGET

Fiscal Summary: The FY2026-27 proposed expenditure budget totals $876.8 million from all funding sources.

Positions: The proposed budget includes a net increase of 14 positions that align with the City Council's strategic plan and address critical service level requirements. These recommended positions will increase the total citywide position count from 1,419 to 1,433. The citywide position allocation schedule is incorporated into the FY2026-27 budget document.

City Council Strategic Plan Goals: The following City Council strategic plan goals guided the budget process. The FY2026-27 budget document highlights the budget augmentations, accomplishments, City services, and performance measures aligned with these goals:

· Ensure a safe and healthy community

· Remain fiscally responsible in a changing world

· Enhance economic vitality

· Invest in well-planned infrastructure and growth

· Support community engagement and advocacy

· Deliver exceptional city services

Process: The proposed budget results from an extensive process that includes a City Council strategic planning workshop, budget development updates, utilities budget updates, a Capital Improvement Program budget overview, an update to financial policies, and a Budget Workshop.

Awareness and Outreach: Public outreach on the budget includes posting budget information on the City website, e-newsletters, and social media. The Proposed Budget and the Proposed Budget Overview can be viewed at Roseville.ca.gov/budget and hard copies are available at each of the three libraries and the City Clerk's Office.

Budget Ordinance: The annual budget ordinance includes the following modifications:

1. Section 3.3.8 (new item) – The City Manager or designee is authorized to adjust the Development Services revenue budget for the Certified Access Specialist (CASp) Fee, along with corresponding adjustments to the Accessibility Compliance Project (CASp) Non-Capital Multiyear Project, as needed to ensure compliance with Government Code Section 4467.

2. Section 3.6.5 (new item) – The City Manager or designee is authorized to change fund numbers or other fund attributes that do not increase total appropriations and are consistent with City Council intent.

GENERAL FUND

Fiscal Summary: The budget for the General Fund is $275.3 million, which includes operating ($257.9 million) and non-operating expenditures ($17.4 million). Per Council-adopted financial policies, the General Fund budget matches budgeted operating (i.e., ongoing) expenses with projected operating revenues, with resources available to increase reserves up to Council-adopted targets.

Measure B: The proposed budget includes $32.5 million in Measure B local sales tax revenues. These revenues allow the City to maintain current service levels, restore services, and strategically invest in high-priority areas while still achieving a balanced budget.

General Fund Stabilization Reserve Fund: The FY2026-27 budget includes a transfer of approximately $2 million from the General Fund to the Stabilization Reserve Fund to bring its total balance to $38.2 million or 15 percent of the General Fund operations budget. The General Fund Stabilization Reserve

Fund may be used strategically to allow time for the City to restructure its operations in a deliberate manner in an economic downturn while minimizing service disruption. Use of the Stabilization Reserve will only take place in the context of a Council-adopted long-term plan.

General Fund Emergency Reserve Fund: The FY2026-27 budget includes a transfer of approximately $1.4 million from the General Fund into the Emergency Reserve Fund to bring its total balance to $25.5 million or 10 percent of the General Fund operations budget. The purpose of this reserve is to have the ability to fund significant short-term unanticipated, nonrecurring expenditures during declared emergencies should the need arise.

ROSEVILLE HOUSING AUTHORITY BUDGET

The Roseville Housing Authority (RHA) was formed in October 1974 and administers the Housing Choice Voucher (HCV) Program and provides rental assistance for low-income residents to access quality, affordable, and safe housing. RHA ensures housing stability and economic self-sufficiency for up to 846 families, seniors, disabled persons, and veterans annually. Rental assistance for income-qualified participants is paid directly to property owners participating in the HCV Program. The Housing Authority receives funding from the Federal Department of Housing and Urban Development (HUD). Roseville's HCV program infuses over $13.5 million in federal funds into the local economy, including administration revenue that covers most of the staff costs to administer the program.

Budget Analysis: RHA is a separate legal entity from the City, and therefore its budget is approved by its Board of Directors, who the City Council represents. Financial activities are audited annually as part of the citywide audit, and its financial statements are included in the City of Roseville's annual comprehensive financial report. The details for the FY2026-27 revenues and expenditures are presented in the Budget Item Detail (attached) and are further discussed below. RHA has budgeted $11,574,061 for housing assistance payments (HAP) revenue for all vouchers. When a participating household finds rental housing that meets program requirements, written agreements are signed between the owner, tenant, and RHA, outlining their respective rights and responsibilities. Program participants pay approximately 30 percent of their income toward rent and utilities, and RHA pays the balance of the contract rent directly to the property owner each month. An additional $12,000 in fraud recovery for HAP payments is also included in the revenue estimate.

Rental Assistance Programs & Family Self-Sufficiency Funding/Revenue – Administration

RHA administers regular Housing Choice Vouchers, Non-Elderly Disabled (NED), Veterans Affairs Supportive Housing (VASH), Mainstream, Emergency Housing (EHV), and Project-Based Vouchers. Each year, the Housing Authority also participates in HUD's Family Self-Sufficiency (FSS) Program, encouraging families assisted through the HCV Program to increase their earned income and reduce their dependency on state and federal assistance and rental subsidies. In the FSS program, each time a participant's income increases, a portion of their housing assistance payment is diverted to an interest-bearing account. During their participation in the FSS program, participants set goals to decrease their dependency on welfare subsidies. After five years, if participants complete the required objectives of their program plan, they receive the balance in their escrow account. They may use the funds for various needs, such as a down payment on a house, a car, education loans, or other items that further their self-sufficiency goals. During the last year, three voucher holders graduated from the five-year program with a combined total of approximately $14,000. HUD awards FSS grants to Housing Authorities who apply for the funding. The

FSS funding for FY2026-27 of $89,945 offsets a portion of the salaries and benefits of the program coordinator and other staff who help administer the program.

Administrative and Other Miscellaneous Revenues

RHA earns administrative revenues based on the number of vouchers that have been leased. The estimated payments total $1,030,113. RHA also administers a portion of the HCV Program for tenants who live in the City of Rocklin. A minimum administrative fee is charged to recover service costs, with $20,000 budgeted for FY2026-27 based on an existing agreement with the City of Rocklin. Interest, Portability Billing, and Fraud Recovery is estimated to be $10,720, for a total of $1,150,778.

Personnel and Other Administrative Costs

The following table illustrates the estimated revenues and expenditures needed to manage the HCV program in FY2026-27 successfully. Materials, supplies, and services and indirect costs total $216,050, and salaries, wages, and benefits are $1,064,394, for a total of $1,280,444. The net expenditures are estimated to exceed the revenue by $143,697. The estimated Admin Equity in the fund balance of $682,982 will be used to fund $143,697 of expenses.

HAP Admin funds earned from projected leases:	$1,030,113
FSS Administrative Funds:	$89,945
Other Revenues (Rocklin, Repayments, and Interest):	$30,720
Total Available Revenues & Resources:	**$1,150,778**
Materials, Supplies, Services & Indirects:	$138,429
Reimbursed Indirect Costs - Charged:	$104,921
Salaries, Wages & Benefits:	$1,051,125
Total Administrative Costs:	**1,294,475**
Net Revenue over Expenditures	**($143,697)**

ROSEVILLE FINANCE AUTHORITY BUDGET

Debt service payments of $878,881, reflect scheduled payments on the Certificates of Participation (COPs) for 316 Vernon Street. The Authority has issued other bonds and COPs, but that debt service is reflected in the City's budget within each respective fund. For CFD bond issues, the Authority acts as a conduit to collect payments through the County property tax levy process to repay the outstanding debt of these special districts. Capital outlay is budgeted at $645,615 to be used for improvements to Crabb Park, Goto Park, and Uribe Park.

The Roseville Finance Authority budget for FY2026-27 is attached.

FISCAL IMPACT

The City of Roseville FY2026-27 citywide budget document provides a financial summary for each fund, department, capital improvement project, and non-capital multi-year project. The FY2026-27 Roseville Housing Authority and FY2026-27 Roseville Finance Authority budgets provide the financial summaries for those entities.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §20165 and CEQA State Guidelines §15060(c)(3) and §15378. The Fiscal Year 2026-27 Citywide Budget, Position Allocation Schedule, Housing Authority Budget, and Roseville Finance Authority Budget meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world
3. Enhance economic vitality
4. Invest in well-planned infrastructure and growth
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Jackie Rice, Budget Manager

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Budget Ordinance 7083
2. Resolution 6-26
3. FY2026-27 Housing Authority Budget Item Detail
4. FY2026-27 Housing Authority Fund Summary
5. Resolution 3-26

6. FY2026-27 Roseville Finance Authority Budget

REVIEWERS:

Jackie Rice, Finance Department - Budget	Created/Initiated - 5/28/2026
Nancy Rothlisberger, Finance Department - Budget	Approved - 5/29/2026
Scott Pettingell, Finance Department	Approved - 6/1/2026
Kelly Aye, City Attorney Department	Approved - 6/2/2026
Katrina Six, City Clerk Department	Approved - 6/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/9/2026

ORDINANCE NO. 7083

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2026-27, ADOPTING BUDGET CONTROL POLICIES, ADOPTING AN APPROPRIATIONS LIMIT, ADOPTING THE BUDGET FOR THE SUCCESSOR AGENCY OF THE ROSEVILLE REDEVELOPMENT AGENCY, TO BE EFFECTIVE IMMEDIATELY AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The proposed budget for the City of Roseville entitled "Proposed Budget Fiscal Year 2026-27, City of Roseville, California," a copy of which is on file in the office of the City Clerk, is hereby adopted as the "Annual Budget Fiscal Year 2026-27, City of Roseville, California."

SECTION 2. The proposed expenses, expenditures, transfers out, revenues, and transfers in shown in the fund, department operating budget and project summaries of the budget document, which are incorporated herein, are hereby appropriated to the departments and activities in the amounts and purposes therein stated. Encumbrances, expenses and expenditures of the various appropriations described in the budget document shall be made by those departments and employees designated therein as the requisitioning authorities.

SECTION 3. The following budget control policies shall become effective upon the adoption of this ordinance:

3.1. Budget Approval and Oversight

3.1.1. The operating budget of the City of Roseville and the Successor Agency of the Roseville Redevelopment Agency shall be approved by the following major expenditure/expense summary categories:

a. Salaries and Wages
b. Benefits
c. Materials, Supplies, and Services
d. Internal Reimbursements
e. Capital Outlay
f. Debt Service
g. Transfers Out

3.1.2. The City Manager or designee shall apply prudent monitoring procedures to assure that actual expenditures/expenses of the City and the Successor Agency of the Roseville Redevelopment Agency do not exceed the appropriations at the department level by fund.

3.1.3. The City Manager and Assistant City Manager/Chief Financial Officer are directed to ensure that the budget complies with City Council approved financial policies.

3.2. Operating Budget

3.2.1. The City Council delegates authority to the City Manager or designee to approve the movement of City Council approved appropriations within the same fund, excluding Capital Improvement and Non-Capital Multiyear Projects.

3.2.2. The City Manager or designee is authorized to increase or decrease operating revenue estimates and/or operating expenditure appropriations up to a cumulative total of $75,000 per fund each fiscal year, provided adequate resources are available to fund the budget adjustment(s).

3.3. Capital Improvement Projects and Non-Capital Multi-Year Projects

3.3.1. Capital Improvement Plan. The Capital Budget of the City of Roseville and the Successor Agency of the Roseville Redevelopment Agency shall be approved by Capital Improvement Project. Capital project appropriations shall be used solely for the original purpose approved by the City Council.

3.3.2. Non-Capital Multiyear Projects. The non-capital multiyear project budget for the City of Roseville and the Successor Agency of the Roseville Redevelopment Agency shall be approved by Non-Capital Multiyear Project. Non-Capital project appropriations shall be used solely for the original purpose approved by the City Council.

3.3.3. City Council approval is required to establish or cancel (without completion) new Capital Improvement Projects or Non-Capital Multi-Year Projects.

3.3.4. The City Manager or designee is authorized to increase or decrease Capital Improvement Projects and Non-Capital Multiyear Projects revenues and/or expenditure budgets by up to $75,000 each, provided adequate resources are available to fund the budget adjustment(s).

3.3.5. The City Manager or designee is authorized to change project numbers or other project attributes which do not increase total project appropriations by fund and is consistent with City Council intent.

3.3.6. The City Manager or designee is authorized to adjust the revenue and expenditure budget for the Development Services reimbursable development projects to match the actual amount of revenues received and expenditures incurred each fiscal year.

3.3.7. The City Manager or designee is authorized to adjust the Development Services revenue budget for the General Plan Update Fee to reflect actual revenues received and adjust the expenditure budget by a like amount in the General Plan Update Non-Capital Multiyear Project..

3.3.8 The City Manager or designee is authorized to adjust the Development Services revenue budget for the Certified Access Specialist (CASp) Fee, along with corresponding adjustments to the Accessibility Compliance Project (CASp) Non-Capital Multiyear Project, as needed to ensure compliance with Government Code Section 4467.

3.3.9. Annually, completed or inactive Capital Improvement Projects and Non-Capital Multi-Year Projects will be closed, except for projects that have

existing litigation, payment disputes or other extenuating circumstances. An inactive project is defined as one where transaction activity is less than $1,000 over the prior three years. Closures are the responsibility of the designated project manager. The managing department and the City Manager or designee have the authority to take the necessary steps to close completed or inactive projects, including appropriate decreases to the budget for unspent appropriations and/or uncollected revenues.

3.4. Budget Carry Forward

3.4.1. All encumbrances for valid purchase orders in effect as of June 30, 2026, will remain in effect in the following fiscal year. The City Manager or designee is authorized to increase the Fiscal Year 2026-27 budget appropriations, and any associated revenue or reimbursement budgets, in the amount of the outstanding encumbrances for valid purchase orders and contracts as of June 30, 2026.

3.4.2. The City Manager or designee is authorized to increase the Fiscal Year 2026-27 budget appropriations for the remaining unspent appropriations from the prior fiscal year for City Council approved fleet replacement.

3.4.3. The City Manager or designee is authorized to carry forward any unspent appropriations in Capital Improvement and Non-Capital Multi-Year Projects.

3.5. Contingency Budgets

3.5.1. The City Manager or designee is authorized to increase appropriations in any department or project from the General Fund Administrative Contingency.

3.5.2. The City Manager or designee is authorized to increase appropriations in the Environmental Utilities funds from the respective fund's contingency budget.

3.6. Administrative Budget Revisions

3.6.1. The City Manager or designee is authorized to eliminate funds, including increasing appropriations for transfers between funds up to $75,000, as required for proper accounting and fiscal management when the purpose of a fund has expired.

3.6.2. The City Manager or designee is authorized to revise any appropriation made in the Adopted Budget where the revision does not increase total appropriations by fund and is consistent with City Council intent.

3.6.3. The City Manager or designee is authorized to increase revenue estimates and appropriations for Council-approved bond issuances.

3.6.4. The City Manager or designee is authorized to refine/add content, as may be needed to meet Government Finance Officers Association (GFOA) and California Society of Municipal Finance Officers (CSMFO) budgeting award requirements, in the Proposed Budget to create the FY2026-27 Approved Budget.

3.6.5. The City Manager or designee is authorized to change fund numbers or other fund attributes that do not increase total appropriations and are consistent with City Council intent.

SECTION 4. Pursuant to Article XIII B of the California Constitution, the appropriations limit for the City of Roseville is hereby established in the FY2026-27 Approved Budget. The State Department of Finance provides the City the annual adjustment factors used in the appropriation limit calculation. The factors are the changes in the California Per Capita Personal Income and population levels for the City or the County.

SECTION 5. It is hereby ordered that a copy of this ordinance and the budget document be certified by the City Clerk and filed in the office of the City Clerk. The City Clerk is directed to post a copy of this ordinance in three (3) conspicuous locations in the City and enter the posting thereof in the Ordinance Book.

SECTION 6. This ordinance is required for the orderly operation and maintenance of municipal activities and the appropriations for usual and current expenses of the City and the Successor Agency of the Roseville Redevelopment Agency during the 2026-27 fiscal year. Therefore, this ordinance shall take effect immediately upon passage hereof as an urgency ordinance, pursuant to Section 5.03 of the Charter of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of June 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

HOUSING AUTHORITY OF THE CITY OF ROSEVILLE

RESOLUTION NO. 6-26

APPROVING THE ANNUAL BUDGET FOR
FISCAL YEAR 2026-27

WHEREAS, the Housing Authority of the City of Roseville has reviewed the proposed Roseville Housing Authority Budget, Fiscal Year 2026-27.

NOW, THEREFORE, the Housing Authority of the City of Roseville does hereby resolve that the Roseville Housing Authority Budget, Fiscal Year 2026-27, is hereby approved.

PASSED AND ADOPTED by the Housing Authority of the City of Roseville this _____ day of _____, 2026, by the following vote on roll call:

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

_____
CHAIRMAN

_____
Secretary

EXHIBIT “A”

ROSEVILLE HOUSING AUTHORITY
Department Requested Budget Item Detail

	FY2026-27 Working Budget
Revenue and Transfers-In	
Housing Authority Housing Choice Voucher	
4401 - Federal Grants	1,030,113
4435 - Other Grants (FSS Grant)	89,945
4435 - Other Grants	20,000
4451 - Interest Revenue	720
4736 - Section 8 Tenant Reimbursement	10,000
Total Revenue and Transfers-In:	**1,150,778**
Expenses/Expenditures and Transfers Out	
2801 - Housing Authority Housing Choice Voucher	
5201 - Fuel	500
5301 - Professional Services	60,900
5351 - Office Supplies	1,500
5369 - Supplies - Program And Event	1,000
5385 - Subscriptions	2,000
5387 - Advertising	800
5389 - Printing	3,500
5391 - Postage	9,000
5393 - Software	31,500
5395 - Equipment - Under 5000	1,000
5399 - Equipment - Technology Under 5000	1,000
5461 - Training And Development	13,500
5471 - Membership	3,300
5510 - Automotive - vehicle usage	3,629
5512 - Automotive - replacement	3,800
5524 - Facility - demand services	1,500
5570 - Grants	
5901- Reimbursed Indirect Cost - Charged	104,921
5911 - Reimbursed Cost - Charged (Salaries, Wages, and Benefits)	1,051,125
Total Expenses/Expenditures and Transfers Out:	**1,294,475**
Net Revenue over Expenses/Expenditures:	**(143,697)**
Housing Assistant Payments	
4401 - Federal Grants	11,574,061
4451 - Interest Revenue	720
4736 - Section 8 Tenant Reimbursement	10,000
Total Revenue	**11,584,781**
5578 - Grants - Housing Assistance Payments	11,591,661
Total Expenses/Expenditures	**11,591,661**

HOUSING AUTHORITY

Annual Budget Fund Summary

	Actual FY2024-25	Estimated FY2025-26	Budget FY2026-27
FUND BALANCE RESERVED (HAP)	$ 40,256	$ 111,872	$ 142,029
UNRESERVED, DESIGNATED FUND BALANCE (ADMIN)	796,431	939,826	951,277
ACTUAL & ESTIMATED REVENUES - HAP			
Operating Grants - HUD	11,018,596	12,742,337	11,574,061
Fraud Recovery - HUD	12,355	14,000	10,000
Interest on Investments - HAP	617	750	720
Total HAP Revenues	**11,031,568**	**12,757,087**	**11,584,781**
ACTUAL & ESTIMATED REVENUES - ADMIN			
Administrative Fees - HUD	2,660,218	2,690,660	1,030,113
Other Revenue	1,961	-	-
FSS Coordinator Grant - HUD	83,160	86,486	89,945
Admin Fee - City of Rocklin	20,000	20,000	20,000
Fraud Recovery - Admin	12,360	14,000	10,000
Interest on Investments - Admin	616	750	720
Total Admin Revenues	**2,778,315**	**2,811,896**	**1,150,778**
Total Estimated Available for Appropriation	**$ 14,646,570**	**$ 16,620,680**	**$ 13,828,866**
LESS ACTUAL & ESTIMATED HAP EXPENDITURES			
HAP - Payments to Landlords	10,959,951	12,726,930	11,591,661
Total HAP Expenditures	**10,959,951**	**12,726,930**	**11,591,661**
LESS ACTUAL & ESTIMATED ADMIN EXPENDITURES			
Salaries & Benefits - Admin	805,303	982,993	966,179
Salaries & Benefits - FSS Coordinator	78,607	81,401	84,945
Materials Supply and Services Operating Expenses	1,651,105	1,633,578	138,429
Indirect Costs	99,905	102,472	104,922
Total Admin Expenditures	**2,634,920**	**2,800,444**	**1,294,475**
FUND BALANCE RESERVED (HAP-RNP)	111,872	142,029	135,149
UNRESERVED FUND BALANCE (ADMIN - UNP)	939,826	951,277	807,581
TOTAL ENDING FUND BALANCE	**$ 1,051,698**	**$ 1,093,307**	**$ 942,730**

ROSEVILLE FINANCE AUTHORITY

RESOLUTION NO. 3-26

ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2026-27

WHEREAS, the Roseville Finance Authority desires to approve the Roseville Finance Authority Budget FY2026-27.

NOW, THEREFORE, the Roseville Finance Authority does hereby resolve that the attached Roseville Finance Authority Budget FY2026-27 is hereby approved.

PASSED AND ADOPTED by the Roseville Finance Authority this __ day of _____, 2026, by the following vote on roll call:

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

_____
CHAIR

ATTEST:

_____
Secretary

Roseville Finance Authority

	Actual FY 2025			Amended Budget FY 2026			Budget FY 2027		
	Debt Service	Capital Projects	Total	Debt Service	Capital Projects	Total	Debt Service	Capital Projects	Total
NONOPERATING REVENUES									
Refunding Bond Savings	$ -	$ 1,370,798	$ 1,370,798	$ -	$ 1,361,711	$ 1,361,711	$ -	$ 970,513	$ 970,513
Transfer In	1,995,864	-	1,995,864	1,892,503	-	1,892,503	$ 878,881	-	878,881
Interest Revenue	-	185,936	185,936	-	56,483	56,483	-	72,447	72,447
Total Revenues	**1,995,864**	**1,556,734**	**3,552,598**	**1,892,503**	**1,418,194**	**3,310,697**	**878,881**	**1,042,960**	**1,921,841**
LESS NONOPERATING EXPENSES									
Transfers Out	-	1,264,228	1,264,228	-	434,555	434,555	-	-	-
Pass Through to Other Governments	-	123,384	123,384	-	53,401	53,401	-	47,463	47,463
Capital Outlay	-	138,584	138,584	-	882,942	882,942	-	645,615	645,615
Debt Service	1,890,653	-	1,890,653	1,892,503	-	1,892,503	878,881	-	878,881
Total Capital and Debt Expenses	**1,890,653**	**1,526,196**	**3,416,849**	**1,892,503**	**1,370,898**	**3,263,401**	**878,881**	**693,078**	**1,571,959**
INCREASE (DECREASE) FROM OPERATIONS	**105,211**	**30,537**	**135,748**	**-**	**47,297**	**47,297**	**-**	**349,882**	**349,882**
FUND BALANCE, BEGINNING OF YEAR	**(112,375)**	**4,284,423**	**4,172,048**	**13,067**	**4,174,326**	**4,187,393**	**13,067**	**1,324,561**	**1,337,628**
INCREASE (DECREASE) FROM OPERATIONS	**105,211**	**30,537**	**135,748**	**-**	**47,297**	**47,297**	**-**	**349,882**	**349,882**
FUND BALANCE, END OF YEAR	**$ (7,164)**	**$ 4,314,960**	**$ 4,307,796**	**$ 13,067**	**$ 4,221,623**	**$ 4,234,690**	**$ 13,067**	**$ 1,674,443**	**$ 1,687,510**
ESTIMATED PROJECT CARRYFORWARD RESERVES				**-**	**2,897,062**	**2,897,062**			
ESTIMATED ENDING FUND BALANCE AFTER RESERVES				**$ 13,067**	**$ 1,324,561**	**$ 1,337,628**			

City Council Communication

Meeting Date: 6/17/2026
Item #: VIII.60
File #: 0102-16
Item ID: 2026-500

Title:	Council Discretionary Funds - Roseville Community Crime Stoppers
Contact:	Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

SUMMARY

Staff recommends City Council consider providing sponsorship to Roseville Community Crime Stoppers for its annual Fourth of July Fun Run in the amount of $1,500. The balance remaining in the Council Discretionary Funds for FY2025-26 is $4,021.

RECOMMENDATION

Staff recommends that the City Council consider providing sponsorship to Roseville Community Crime Stoppers for its annual Fourth of July Fun Run.

BACKGROUND

City Council has awarded Council Discretionary Funds in support of this community event almost annually since 2012. Last year, the City Council sponsored the event with a $2,000 donation. The sponsorship supports the community in three important ways:

1.) Providing Roseville families an opportunity to enjoy time outdoors together in a safe and healthy activity in celebration of our nation's founding.

2.) Roseville Community Crime Stoppers, in cooperation with the Roseville Police Department, is managing a new software program, having a completely anonymous tip and reward software program for our community.

3.) Using the funds raised through runners' fees and sponsorship for cash rewards for information leading to arrests and convictions for serious crimes committed in Roseville, scholarships for Roseville youth pursuing careers in public safety, and community education on public safety.

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to $15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Annually, the Assistant City Manager/Chief Financial Officer allocates $15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.040 in the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council. The balance remaining in the Council's Discretionary Funds for FY2025-26 is $4,021.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The award of funds meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Amy Ruiz, Executive Assistant

Dominick Casey, City Manager

ATTACHMENTS:

1. Roseville Community Crime Stoppers

REVIEWERS:

Amy Ruiz, City Manager Department - City Manager	Created/Initiated - 6/1/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/4/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/4/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

Council Discretionary Funds Request

Print | Del

Submitted by: Stephanie Hill Stephanie Hill

Submitted On: 2026-05-11 17:08:17

Submission IP: 71.195.107.212 (172.31.69.51)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Jesse Ravera

Due Date: Open

Council Discretionary Fund Request

*** Name of Organization Requesting Council Discretionary Funds**

Roseville Community Crime Stoppers

*** Contact Name**

Stephanie Hill

*** Contact Phone**

9169105769

*** Contact Email**

info@runcrimeoutofroseville.com

*** Does your organization have a non-profit status**

◉ **Yes** ○ **No**

*** Requested Amount $**

1500

Date of event (if applicable) and Location

July 4, Downtown Vernon Street Square

*** Describe the event, program or project you are requesting funds for?**

We are holding our Annual Run Crime Out of Roseville. We are requesting discretionary funds to offset our expenses so more funds can go to the tip line and anonymous rewards.

*** How will the funds be used and by which date will they be expended?***

Funds will cover insurance and City expenses, and will be used by the end of July 2026.

*** Is this an annual request or a one-time request**

◉ **Annual**
○ **One-time**

*** Has your organization applied for and/or recieved grant funds from the City of Roseville in the past 24 months? (ex. Roseville Community Development Block Grant, Citizens Benefit Fund, Roseville Annual Charitable Hearts Fund, or other City Council determined grant funding sources)**

No

*** If a request for City Council Discretionary Funds has been made and received in previous years, identify strategies being implemented to eliminate reliance on Council Discretionary Funds.**

This is our sole fundraiser and all of the money we make goes back into the tip line that the Roseville Police Department uses and funds anonymous tips, as well as a local scholarship. We continue to work to build our sponsorship base in order to grow our event, and, since the pandemic, are beginning to see the funds return to our organization.

---

*

☑ **I acknowledge that no more than $1,000 of City Council Discretionary Funds can be used for capital improvement projects.**

*

☑ **I acknowledge that it is the sole responsibility of the recipient to comply with all federal, state, and local laws, regulations, ordinances, and policies as may be applicable in connection with Discretionary Funds received.**

If this is your first-time requesting Council Discretionary Funds or there has been changes with your organizations upload your most recent W-9 form.

Please note: It is highly recommended that requestors of City Council Discretionary Funds have a representative from their organization present at the scheduled City Council meeting to answer any possible questions from Council should allocation be awarded. It is also preferred that requests are submitted in advance of events or time of use.

City Council Communication

Meeting Date: 6/17/2026
Item #: IX.61
File #: 0800-02
Item ID: 2026-446

Title:	2025 Urban Water Management Plan and Water Shortage Contingency Plan – Public Hearings and Consideration of Adoption
Contact:	Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

SUMMARY

Staff recommends City Council hold two public hearings to receive comments on the Draft 2025 Urban Water Management Plan (UWMP) and the Draft Water Shortage Contingency Plan (WSCP). If found acceptable, staff is requesting that the City Council consider the adoption of the Draft 2025 UWMP and the draft WSCP upon close of the public hearing. Approving the plans has no impact on the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council:

1. Hold a Public Hearing to:
   a) review and receive comments on the Draft 2025 Urban Water Management Plan (UWMP) and,

   b) review and receive comments on the Draft Water Shortage Contingency Plan (WSCP); and

2. After the Public Hearing:

   a) Adopt a resolution to adopt the 2025 Urban Water Management Plan and provide authorization to staff to submit it to the California Department of Water Resources (DWR) as final; and

   b) Adopt a resolution to adopt the Water Shortage Contingency Plan and provide authorization to staff to submit it to the California Department of Water Resources (DWR) as final.

BACKGROUND

Urban Water Management Plans (UWMPs) are prepared by urban water suppliers every five years. These plans support the suppliers' long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs. The information collected from UWMPs is useful for local, regional, and statewide water planning.

The requirements for UWMPs are found in two sections of California Water Code, §10610-10656 and §10608. Every urban water supplier that either provides over 3,000 acre-feet of water annually or serves more than 3,000 urban connections is required to submit an UWMP.

Within UWMPs, urban water suppliers must include the following:

- An assessment of the reliability of water sources over a 20-year planning time frame
- A description of demand management measures
- A water shortage contingency plan
- A discussion of the use and planned use of recycled water

The Water Shortage Contingency Plan (WSCP) is an action plan for addressing water shortages, including drought. The WSCP describes water demand reduction and supply augmentation actions to be taken in the event of a water shortage pertaining to six standard levels of water shortage: 0 to 10%, 10-20%, 20-30%, 30-40%, 40-50%, and greater than 50%. The WSCP also includes an analysis of water supply reliability, procedures for conducting its annual water supply and demand assessment, and procedures for customer compliance of shortage response actions as appropriate, and other elements. The WSCP must be adopted according to a defined public process.

WSCP must be submitted every five years as part of the UWMP. The City's last plan was developed and approved for 2020 and included a WSCP.

On September 3, 2025, after a competitive proposal process, Waterworks Engineers, Inc., was awarded a Professional Services Agreement to support the City in the development of the 2025 UWMP update as well as an update to the Water Management Plan (WMP).

Urban water suppliers are required to hold public hearings before adopting an UWMP to allow for community input, review, and comment. The 2025 UWMP updates are due to the California Department of Water Resources (DWR) by July 1, 2026.

FISCAL IMPACT

Conservation programs are a condition of City water contracts, regional agreements, and a matter of State law with the passage of SB X7-7 in 2009. Planning continues to be done on an annual basis and is included in all rate analysis and proposed budgets. Approving the plans has no impact on the City's General Fund.

ENVIRONMENTAL REVIEW

The proposed activity is statutorily exempt from the California Environmental Quality Act (CEQA). CEQA does not apply to the preparation and adoption of Urban Water Management plans (California Water Code §10652). The proposed plan would not affect water supplies for fish and wildlife, or expand or add water supplies, and therefore no further environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

6. Deliver exceptional City services

Respectfully Submitted,
Janice Gainey, Principal Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:
1. Resolution 26-238
2. Draft UWMP
3. UWMP Appendices
4. Resolution 26-239
5. Draft WSCP

REVIEWERS:

Janice Gainey, Environmental Utilities Department - Water	Created/Initiated - 5/14/2026
George Hanson, Environmental Utilities Department - Water	Approved - 5/20/2026
Devin Whittington, Environmental Utilities Department	Approved - 5/20/2026
Sean Bigley, Environmental Utilities Department - All	Approved - 5/21/2026
Kelly Aye, City Attorney Department	Approved - 6/4/2026
Katrina Six, City Clerk Department	Approved - 6/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/5/2026
Katrina Six, City Clerk Department	Final Approval - 6/5/2026

RESOLUTION NO. 26-238

ADOPTING THE URBAN WATER MANAGEMENT PLAN AND AUTHORIZING STAFF TO SUBMIT TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

WHEREAS, the Urban Water Management Plan Act requires every urban water supplier providing water for municipal purposes to more than 3,000 customers to develop and submit an Urban Water Management Plan (UWMP) every five years to the California Department of Water Resources (DWR); and

WHEREAS, with ongoing and recent updates to the DWR Guidebook for Urban Water Suppliers, staff collaborated with a consultant on the development of the 2025 UWMP update; and

WHEREAS, the City has prepared and circulated for public review the UWMP, and a properly noticed public hearing regarding said Plan was held by the City Council on June 17, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the UWMP is hereby adopted and ordered filed with the City Clerk; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to file the UWMP with the California Department of Water Resources within 30 days after this date.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk



2025 URBAN WATER MANAGEMENT PLAN

Public Review Draft

CITY OF ROSEVILLE CALIFORNIA

City of Roseville
2025
Urban Water Management Plan

Public Review Draft

June 2026

Prepared by Water Works Engineers, LLC
Colleen Boak, PE
Brandon Kennedy

Checked by:
Tim Durbin, PE

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Abbreviations

Acre(s)	ac
Acre-Feet	AF
Acre-Feet Per Year	AF/yr
Advanced Metering Infrastructure	AMI
American Community Survey	ACS
American River Basin	Basin
American River Basin Study	ARBS or Study
Aquifer Storage and Recovery	ASR
Average Dry Weather Flow	ADWF
Barton Road Water Treatment Plant	BRWTP
California Department of Finance	CDoF
California Green Building Standards Code	CALGreen
California State Groundwater Elevation Monitoring Program	CASGEM
California Water Code	CWC
California-American Water Company	Cal-Am
Central Valley Project Municipal and Industrial Water Shortage Policy	CVP M&I WSP
Citrus Heights Water District	CHWD
City of Roseville	COR or Roseville
City of Roseville Water Utility	City
Compressed Natural Gas	CNG
Cubic Feet Per Second	cfs
Degrees Fahrenheit	°F
Department of Water Resources	DWR
Drought Risk Assessment	DRA
Dwelling Unit	DU
Environmental Impact Statement	EIS
Environmental Utilities	EU
Equivalent Dwelling Unit	EDU
Gallons Per Day per Dwelling Unit	Gpd/DU
Gallons Per Minute	gpm
Groundwater Management Plan	GWMP
Groundwater Sustainability Agency	GSA
Groundwater Sustainability Plan	GSP
Hot Scenarios	HD, HW
Maximum Contaminant Level	MCL
Memorandum Of Understanding	MOU
Middle Fork Project	MFP
Million Gallon(s)	MG
Million Gallons Per Day	MGD
Model Water Efficient Landscape Ordinance	MWELO
Municipal and Industrial	M&I

National Pollutant Discharge Elimination System	NPDES
Operations Criteria and Plan	OCAP
Parts Per Million	ppm
Potential Evapotranspiration	PET
Placer County Water Agency	PCWA
Pounds Per Square Inch	psi
Regional Drought Contingency Plan/ Regional Water Reliability Plan	RWRP
Sacramento Suburban Water District	SSWD
San Juan Water District	SJWD
Senate Bill X7-7	SB X7-7
South Placer Municipal Utilities District	SPMUD
South Placer Wastewater Authority	SPWA
State of California Legislature	Legislature
State Water Project	SWP
Sustainable Groundwater Management Act	SGMA
Thousand Acre-Feet	TAF
United States Bureau of Reclamation	USBR
United States Bureau of Reclamation	USBR
Urban Water Management Plan	UWMP
Urban Water Management Plan Guidebook 2025	Guidebook
Urban Water Retail Supplier	Supplier
Warm Scenarios	WD, WW
Wastewater Treatment Plant	WWTP
Water Demand Tracking Tool	Tool
Water Forum Agreement	WFA
Water Shortage Contingency Plan	WSCP
Water Storage Investment Program	WSIP
Water Treatment Plant	WTP
Western Placer Groundwater Sustainability Agency	WPGSA
Water Use Efficiency	WUE

Executive Summary

ES. 1 Introduction

An Urban Water Management Plan (UWMP) is the legal and technical water management foundation for suppliers throughout California. A UWMP combines information from various sources that inform water supply and demand such as projects pertaining to local land use planning, regional water supply, infrastructure, and demand management. The City of Roseville Water Utility (City) updates its UWMP every five years, as required by law. Each UWMP update addresses all requirements pertaining to urban retail water suppliers in accordance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, also referred to as Senate Bill X7-7 (SB X7-7). Information contained in this 2025 UWMP includes the components listed in the following section.

ES. 2 Plan Components

The plan consists of the following components:

- **Chapter 1:** The basis for preparing a plan and the new requirements.
- **Chapter 2:** Summary of how the plan is prepared and coordination with the public and other local and regional authorities.
- **Chapter 3:** A description of the City's treatment facilities and distribution infrastructure, as well as a description of the population and area served by the City.
- **Chapter 4:** Quantification of water use for the 5-years preceding the plan update and water use projections for a 20-year planning horizon.
- **Chapter 5:** Confirmation of compliance with SB X7-7.
- **Chapter 6:** Description of existing and planned water supplies and water supply management.
- **Chapter 7:** A drought risk assessment (DRA), which analyzes water supplies and demands in a single year or multiple years of a water shortage.
- **Chapter 8**: The Water Shortage Contingency Plan (WSCP), which outlines the process that the City will execute in the event of a water shortage.
- **Chapter 9:** Demand measures that the City integrates and plans to integrate into its regular operations to address increasing demands.
- **Chapter 10:** Record of the process by which the UWMP was adopted, submitted, and implemented with the intention of making the plan widely available to the City's customers and the public.

ES. 3 Basis for Plan Preparation and Coordination

Urban water retail suppliers (suppliers) who either deliver 3,000 acre-feet (AF) or more of water or have over 3,000 service connections are required to submit a UWMP. In 2025 the City had 53,148 service connections and supplied a total of 31,893 AF to its customers and therefore is required to prepare and submit an UWMP.

In preparation of the UWMP the City coordinated with the U.S. Bureau of Reclamation (USBR) and Placer County Water Agency (PCWA) both of which supply water to the city on a wholesale basis. The City also sought involvement from the public and other local water agencies. Neighboring water retail suppliers and the community were informed of a public hearing to be held on June 17, 2026. In this public hearing the plan will be

presented, and attendees encouraged to share questions and concerns. Following the public hearing, an adoption hearing for the UWMP will be held on June 17, 2026, during which City Council will consider adopting the UWMP.

ES. 4 System and Supply Description

Raw water from Folsom Reservoir, the City's primary water source, is conveyed to the City's water treatment plant located in the Granite Bay area. Potable water is distributed through the City's approximately 700 miles of water mains to customers. Other water facilities that the City maintains include potable water storage tanks, pump stations, interties to exchange water with other water agencies, and groundwater wells.

The City receives its contract supplies purchased from USBR and PCWA through Folsom Reservoir. Since the last UWMP update in 2020, the City has executed an update to the contract with PCWA to increase overall water supply resilience. Over the next ten years, an additional 10,000 AF of PCWA supply will be secured in increments through the updated contract. This outlook for increased supply is described in further detail in Chapter 6.

The City is currently engaged in an update to the Water Forum Agreement which applies some limitations to available supplies depending on the hydrologic water year type. The assumption in this UWMP is that the final Water Forum Agreement supply limitations will be applied to the City's increased available contract supplies (see changes to PCWA contract supply noted above) in the same way with no additional supply limitation imposed. A new obligation associated with the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project Agreement will create potential limitations of 4,460 AF to available surface water supplies in dry or critically dry years, carrying an obligation to offset surface water with groundwater in "call" years under the agreement. If contract supply conditions change after the 2025 UWMP is finalized, the City may choose to update relevant sections of the Plan. These limiting conditions have been modelled as part of the Drought Risk Analysis in Chapter 7.

A previous supply contract with San Juan Water District (SJWD) has been terminated in the time since the 2020 UWMP; however, existing interties with SJWD will remain physically intact in case of supply emergencies. The 4,000 AF of supply previously contracted with SJWD has been incorporated into the updated contract with PCWA raising the total raw water supply quantity from 30,000 AF to 34,000 AF in 2025.

The City has seven operational groundwater wells and is planning further expansion of their Aquifer Storage and Recovery (ASR) program by an additional four wells over the next five years. These wells are maintained for emergency supply conditions for resilience in Roseville's water supply portfolio.

ES. 5 Past and Projected Water Use

The City supplies water to customers for the following water use sectors:

- Commercial
- Industrial
- Institutional and Governmental
- Multi-Family Residential
- Single Family Residential
- Landscape

The UWMP characterizes water use by sector for the years preceding the UWMP update as well as projections of water use for the next 20 years. Projections in the 2025 UWMP have been revised to include a 2045 buildout horizon, a revision from the 2020 UWMP. This adjustment of the buildout horizon is based upon recent trends in development and water usage. The City is planning for a population of up to 198,000 in the year 2045.

Additionally, the City is looking to the future by incorporating definitions of and projections for "high water users" in the technology sector, to accommodate potential data centers. These user impacts are captured in recent modeling as part of the City's Water Master Plan update as well as projections for this UWMP update under the Commercial category of water use.

The actual volume of water used by each sector for 2025 as well as the updated water use projections through the year 2045 are summarized in ES Table 1.

ES Table 1 Actual 2025 Water Use and Projected Water Use through the Year 2045

Water Use Sector	2025	2030	2035	2040	2045
Commercial	2,822	8,078	8,385	8,666	8,893
Industrial	386	667	693	716	735
Institutional/Governmental	388	671	696	720	739
Multi-Family	1,600	2,767	2,872	2,968	3,045
Single Family	17,080	29,533	30,655	31,681	32,511
Landscape	5,632	9,738	10,108	10,447	10,720
Losses	2,135	1,364	1,446	1,504	1,527
Groundwater recharge*	193	3,360	3,360	3,360	3,360
Sales/transfers/exchanges to other suppliers	1,657	0	0	0	0
Total	**31,893**	**56,179**	**58,214**	**60,061**	**61,529**
NOTES: All values are in AF/yr. Values represent potable water use only. *Groundwater recharge is expected in Normal or Wet years but not in drought years. This value is estimated for a 3-month injection window at 80% of capacity to allow for maintenance. The value each year will vary.					

In the table above, 2025 data represent actual values, while 2030-2045 are projected values of unconstrained demand. The projected values are based upon Unit Demand Factors applied to parcel data according to land use. The specific Unit Demand factors that have been applied as part of this analysis have been recently updated as part of the City's Water Master Planning effort, concurrent with this UWMP update. More information is available in Chapter 4.

ES. 6 SB X7-7

SB X7-7 called for a 20% reduction of water use from all retail water suppliers by the year 2020. The City met this target in 2020 as shown in 2025 DWR Table 5-, and that compliance is further confirmed in this 2025 UWMP update. No further action or analysis is needed in this UWMP.

ES. 7 and 8 Supply Reliability and Drought Risk Assessment and Water Shortage Contingency Plan

Assessments of supply reliability and drought risk were performed. The assessments considered the supply available for a single-year and five-year consecutive drought period for both the near-term and long-term. The

supply availability was compared to projected demand to determine if a deficit is projected for any of the conditions. Supply availability is subject to seasonal and climatic shortages, and so in dry or critically dry years increasing limitations are placed on the City for volumes of water that they receive from their supply contracts through Folsom Reservoir. The City has chosen to examine more stringent restriction sequences than they have experienced to date in this analysis. The City specifically examined a "dead pool" condition, modeled as the fifth consecutive year of drought, to simulate the circumstance of an exposed intake at Folsom Reservoir making primary supply contracts unavailable. The supply and drought risk assessment demonstrated that there are expected deficits in critically dry (single and multi-year droughts) year types that require supply augmentation by use of the City's groundwater infrastructure. Further, in year five of an extended drought, if "dead pool" were to occur at Folsom Reservoir, the City identified the need to augment supplies with a combination of groundwater, emergency intertie purchases, as well as strict conservation to meet demands. The highest level of deficiency identified represents approximately 28% of the annual demand and can be remedied by the application of a Stage 3 Drought condition through existing provisions in the municipal code. The municipal code identifies the objective of a stage 3 drought to be 30% conservation. The results of the supply reliability and drought risk assessment are summarized in ES Table 2.

ES Table 2 Near-Term and Long-Term Drought Risk Assessment Summary

Drought Type Assessed	Deficit Range	Description of Anticipated Deficit
Near-Term 5 Consecutive Dry Years	12,619	Deficit expected in fifth year only
Long-Term 5 Consecutive Dry Years	12,619 - 17,969	Deficit expected in fifth year only
NOTES: All values are in AF/yr. All other year types show that the City can adequately meet demand by augmentation of supply with necessary groundwater pumping.		

To mitigate the projected deficits in water supply, a Water Shortage Contingency Plan (WSCP) was prepared. The WSCP outlines the procedures that the City will take annually to determine whether there will be a water deficit based on projected water demand and supply availability. If a deficit is anticipated the City will formally declare a water shortage emergency condition of varying levels dependent on the severity of the deficit. The declaration of the water shortage emergency condition will trigger a set of demand reduction actions that are to be carried out by the City and all water users. These demand reduction actions are set forth in the Roseville Municipal Code Chapter 14.09 Water Conservation and Drought Mitigation Ordinance. The legal authority of the City to enforce compliance with the demand reduction actions is granted by the Water Conservation and Drought Mitigation Ordinance.

ES. 9 Demand Management Measures

In addition to the demand reduction actions of the Water Conservation and Drought Mitigation Ordinance, the City has taken a proactive approach to managing demand under normal conditions. Demand management measures include accurate metering through a meter retrofit program which was implemented from 2001 to 2011, recent deployment of Advanced Metering Infrastructure (AMI), public education and outreach, and regional rebate programs for efficient water use fixtures. System losses can account for a significant portion of water demand. The City continues to be proactive in its approach to address leaks in the system and reduce percentage

of overall losses, including a comprehensive auditory leak detection program, utilizing AMI, Water Distribution staff, and audit-based analysis to identify and repair leaks throughout the distribution system.

ES. 10 Plan Adoption and Submittal

The 2025 UWMP will be presented to City Council on June 17, 2026. The 2025 UWMP will be submitted to the California Department of Water Resources for compliance with the Urban Water Management Planning Act. Copies of the plan have been made publicly available at the City's offices, and an electronic version is also available for review and download on the City's website: www.roseville.ca.gov/UWMP.

Chapter 1 Urban Water Management Plan Purpose and Description

This chapter introduces the Urban Water Management (UWMP) including legislation requiring urban water retail suppliers to submit UWMPs, necessary information required to be reported in the 2025 UWMP, an overview of the changes to legislation since the 2020 City of Roseville UWMP, and a description of benefits to the supplier and its customers in completing a UWMP.

1.1 California Legislation

The Urban Water Management Planning Act was enacted in 1983 by the State of California Legislature (Legislature). The law established the requirement that an urban water supplier (supplier), providing municipal water to over 3,000 customers or 3,000 acre-feet (AF) annually, adopt an UWMP every five years. The aim of the Urban Water Management Planning Act was to address declarations and findings of the California Water Code (CWC):

California Water Code Section 10610.2

(a) The Legislature finds and declares all of the following:

(1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.

(2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.

(3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate, and increasing long-term water conservation among Californians, improving water use efficiency within the state's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

(4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years now and into the foreseeable future, and every urban water supplier should collaborate closely with local land-use authorities to ensure water demand forecasts are consistent with current land-use planning.

(5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.

(6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.

(7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.

(8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.

(9) The quality of source supplies can have a significant impact on water management strategies and supply reliability.

Additionally, efforts aimed at protecting California's water supply were expanded in 2009 with Senate Bill X7-7 (SB X7-7), where Governor Schwarzenegger called for a 20% reduction statewide in per capita water use by 2020.

1.2 Updates to 2025 UWMP

Since the reporting of the 2020 UWMP, there have not been any substantial requirements added by the Legislature to the CWC.

1.3 Benefits of UWMP Reporting

The City is required by the state to Produce a UWMP, which is a critical document for ensuring that the City remains compliant with various regulations. Additionally, completion of a UWMP is necessary for the City to be eligible for any Department of Water Resources (DWR) administered grant or loan. Completion of the most recent UWMP may also be required for other state funding.

Beyond establishing grant or loan eligibility, the UWMP is intended to be a useful tool for the supplier and the public. Thoughtful preparation of the plan provides the supplier with an opportunity for forward thinking and planning, ensuring that their water supply remains robust in the future and continues to meet the dynamic needs of its customers. Throughout plan preparation the City, other suppliers, and local and regional authorities are encouraged to coordinate with one another creating a greater understanding of the region's water demands, ultimately promoting mindful utilization of the state's water resources.

1.4 Plan Organization

This UWMP was prepared in part by use of guidance issued by DWR via the *Urban Water Management Plan Guidebook 2025* (Guidebook). Organization of the plan chapters closely follows the suggested organization in the Guidebook. Where appropriate, submittal tables provided by DWR are used to report data; these tables are denoted by the prefix, "DWR Table". Additional data reporting is done in City of Roseville Tables denoted by the prefix, "COR Table".

Chapter 2 Plan Preparation

This chapter provides an overview of the process by which the plan was prepared and the coordination that was carried out.

2.1 Basis for Preparing a Plan

The City of Roseville Water Utility (City) is a public water system (PWS), which is a system that provides drinking water for human consumption through pipes or other constructed conveyances. Because the City serves over 3,000 customers and delivers over 3,000 AF annually, it is required to submit a UWMP. Metrics for total number of customers and volume of water supplied in the City's service area for 2025 are provided in DWR Table 2-1. The UWMP is required to be reviewed and updated every five years; this UWMP is an update to the most recent 2020 UWMP, adopted by the City of Roseville in 2021. The UWMP also confirms the City's compliance with the Urban Water Management Planning Act and SB X7-7.

DWR Table 2-1

Submittal Table 2-1 Retail: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
3110008	City of Roseville	53,148	31,893
	Total	53,148	31,893
NOTES: All volumes are in AF. Units of measure remain consistent throughout the UWMP as reported in DWR Table 2-3. This value is for potable water only, sourced from DWR Table 4-1.			

2.2 Individual or Regional Planning and Compliance

The CWC provides mechanisms for participating in area-wide regional, watershed or basin-wide urban water management planning. Per *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies), water suppliers who receive water from a shared wholesale supplier may form a regional alliance. Although the City and its neighboring water suppliers practice regional water supply planning, the City has not formed a regional alliance with other water suppliers. The City has prepared an individual UWMP, reporting solely on its own distribution service area, and will not adopt a Regional Urban Water Management Plan (RUWMP), stated in DWR Table 2-2.

DWR Table 2-2

Submittal Table 2-2: Plan Identification		
Select One	**Type of Plan**	**Name of Regional Alliance or RUWMP** (Drop Down List)
☑	**Individual UWMP**	
	If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	
☐	**Regional Urban Water Management Plan (RUWMP)**	
	If Supplier selected RUWMP, select name from the drop-down.	

2.3 Fiscal or Calendar Year and Units of Measure

General metrics for plan preparation are provided in DWR Table 2-3.

DWR Table 2-3

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF

2.4 Coordination and Outreach

This section discusses the City's coordination with other agencies and the public.

2.4.1 Wholesale and Retail Coordination

Pursuant to CWC Section 10631(h) the City is to coordinate with wholesale supply agencies that provide the City with water. The City has water supply contracts with Placer County Water Agency (PCWA) and the U.S. Bureau of Reclamation (USBR). As a retail supplier the City has informed the two agencies of projected water use in five-year increments for the next 20 years. Documentation of this coordination is provided in Appendix A. DWR Table 2-4 lists the two agencies outlined above with whom the City has coordinated.

DWR Table 2-4

Submittal Table 2-4 Retail: Water Supplier Information Exchange Water Code Section 10631(h)
The retail Supplier has informed the following wholesale supplier(s) of projected water use.
Wholesale Water Supplier Name
U.S. Bureau of Reclamation
Placer County Water Agency

2.4.2 Coordination with Other Agencies and the Community

The City has actively sought to coordinate preparation of the UWMP with local and regional agencies as well as with the general public. The City recognizes that how it currently utilizes and plans to utilize its water supply affects not only its own customers, but customers served by neighboring water agencies and individuals or groups that rely on private wells. As the City is dedicated to the responsible and sustainable management of local and regional water resources, it has invited participation from the agencies listed in COR Table 2-A. Documentation of this coordination is provided in Appendix B. On February 4, 2026, the City notified the neighboring cities and counties that preparation of the 2025 UWMP update had begun. Additionally, the City will hold a public hearing on June 17, 2026, to introduce the 2025 UWMP to the public and solicit feedback and answer questions regarding the plan.

COR Table 2-A Outreach with Local and Regional Agencies

Agency Name	Agency Type
U.S. Bureau of Reclamation	Wholesale Supplier
Placer County Water Agency	Water Supplier
California American Water	Water Supplier
Citrus Heights Water District	Water Supplier
Sacramento Municipal utility District	Water Supplier
Sacramento Suburban Water District	Water Supplier
City of Roseville, City Manager	Local City
Placer County Public Works Department	Local County
Placer County Community Development Resource Agency	Local County
Regional Water Authority Sacramento	Regional Organization
City of Sacramento	Water Supplier
Sacramento County	Water Supplier

Chapter 3 System Description

This chapter provides a description of the system including information on the distribution system; service area boundary; service area climate; service area population, demographics, and socioeconomics; and land uses within the service area.

3.1 General Description

The City of Roseville Water Utility (City) is a public utility owned and operated by the City of Roseville, which is on the interstate 80 corridor, approximately 15 miles northeast of downtown Sacramento, California. The City obtains its surface water from Folsom Reservoir through wholesale purchase from the United States Bureau of Reclamation (USBR) and an additional water contract with Placer County Water Agency (PCWA). The City also maintains and operates several regional interties. As an emergency supply in times of drought, the City also has a suite of ASR and production wells that provide additional water supply reliability, with plans to construct more.

3.1.1 Transmission

The City has a diversion capacity of 150 cubic feet per second (cfs) or 96 million gallons per day (MGD) at Folsom Dam. A pump station conveys raw water through parallel pipelines. The original 84-inch diameter pipeline was constructed at the same time as the pump station, and a 72-inch diameter pipeline was completed in 2010 as a joint effort between the City and other regional water purveyors. The common pipeline facilities used by regional partners split at the "Hinkel Y", and from there raw water is conveyed through parallel pipelines – a 60-inch diameter pipeline and a 48-inch diameter pipeline – to the City's Water Treatment Plant (WTP).

3.1.2 Water Treatment

The City's only water treatment plant, located near Roseville in the Granite Bay area, has a treatment capacity of 100 MGD. There are no plans to expand the facility as the WTP is sized just above the pumping capacity of the Folsom Dam pump station. The WTP is a conventional treatment plant, and the treatment processes include coagulation, flocculation and sedimentation, clarification, filtration, and disinfection. The treatment train, beginning with the intake at Folsom Reservoir, is shown in Figure 3-1.

Sedimentation takes place in three parallel clarifiers. The chemicals injected as part of the flocculation and sedimentation processes are caustic soda, alum, and a cationic polymer. There are 12 anthracite sand filters, which combined have a maximum filtration rate of about 83,000 gallons per minute (gpm). The clear wells have a total volume of 358,500 gallons. Disinfection is achieved using sodium hypochlorite. The City also adds fluoride to treated water at a concentration of 0.7 parts per million (ppm) prior to distribution.

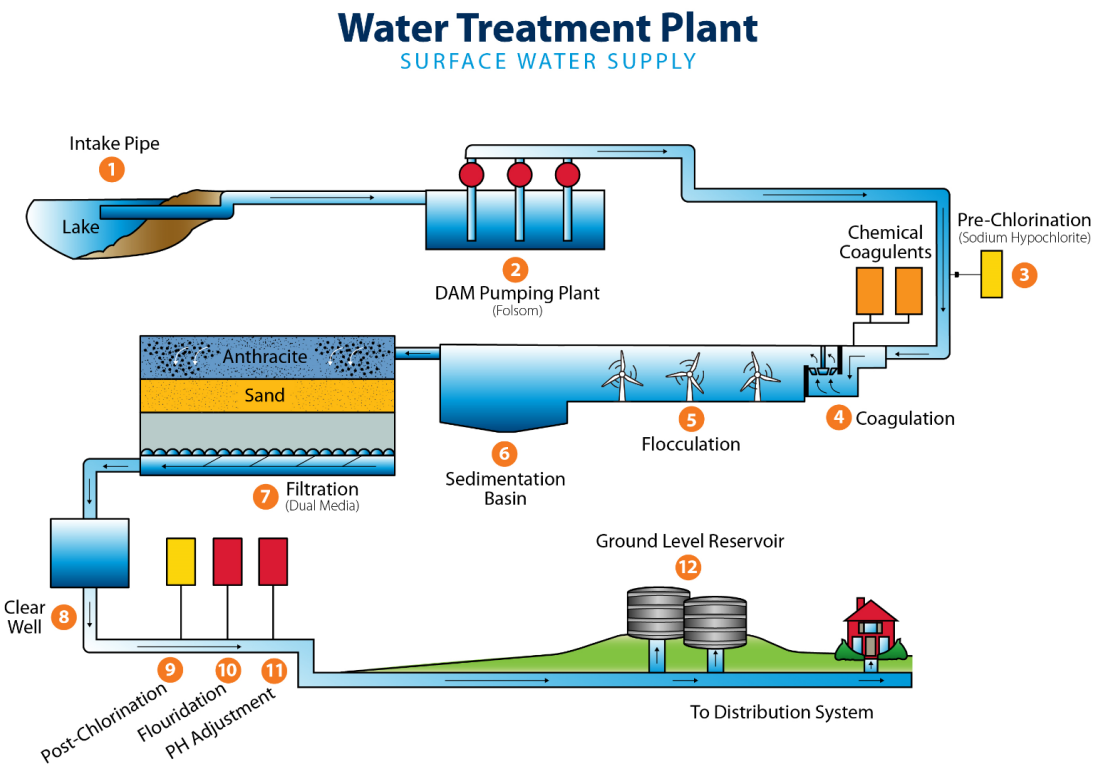


Figure 3-1 City of Roseville Water Treatment Plant Treatment Train

3.1.3 Storage

The City currently utilizes 8 potable water storage tanks located across the service area, which are critical for maintaining water supply and system pressure during typical demand fluctuations, peak demand fluctuations, and emergency demands. The eight water storage tanks have a total nominal capacity of 44 million gallons (MG). The capacity of each tank is listed in COR Table 3-A.

COR Table 3-A Potable Water Storage Tanks

Facility	Existing or Future	Year Constructed	Type	Pressure Zone Served	Capacity (MG)
WTP	Existing	1971	Steel	1, 2, 4, 5	2
WTP	Existing	1990	Pre-Stressed Concrete	1, 2, 4, 5	4
WTP	Existing	2004	Pre-Stressed Concrete	1, 2, 4, 5	6
Northeast	Existing	1998	Pre-Stressed Concrete	1, 2, 4, 5	10
Northeast	Existing	2009	Pre-Stressed Concrete	1, 2, 4, 5	7.25
Halverson	Existing	2008	Pre-Stressed Concrete	2	2.9
West Side Tank 1	Existing	2023	Pre-Stressed Concrete	4	6
West Side Tank 2	Existing	2023	Pre-Stressed Concrete	4	6

3.1.4 Distribution Network

The City maintains a distribution network consisting of approximately 723 miles of pressure pipe ranging from 1 inch to 72 inches in diameter. The network of pipes delivers potable water from the WTP to the City's customers to meet water demands during average day, maximum day, and peak hour conditions. The City aims to operate its system at a minimum pressure of 50 pounds per square inch (psi). Under existing conditions, the City meets the minimum pressure criterion in almost all cases, with few exceptions. These exceptions are not considered to be significant enough to impact the quality of customers' water service in any significant way. On average the distribution system pressure stays around 80 psi across all measured conditions.

There are several approved development plans in the western portion of the City which are currently in development and buildout. The City will serve these customers through new facilities which were designed and are being constructed by the developers under the oversight of the City's Development Services Department. These new facilities will be incorporated into the City's distribution network.

Existing pump stations throughout the City's distribution system are summarized in COR Table 3-B.

COR Table 3-B Potable Water Pump Stations

Facility	Existing or Future	Pressure Zone Served
Dual Purpose Pump Station	Existing	1, 2
Highland Reserve North Pump Station	Existing	5
Pleasant Grove Pump Station	Existing	1
Pacific Fruit Express (PFE) Pump Station	Existing	Emergency Intertie
West Side Pump Station	Existing	4

3.1.5 Groundwater Wells

The City currently maintains 7 Aquifer Storage and Recovery (ASR) and production groundwater wells, which are intended for emergency supply augmentation and have a combined capacity of approximately 23,300 acre-feet per year (AF/yr) or 20.8 MGD. Extraction capacities of each well are listed in COR Table 3-C. Realistic production capacity in an emergency supply condition is estimated as 80% of total capacity to conservatively account for maintenance.

During the 2015 drought, the water level in Folsom Reservoir was the lowest on record, resulting in significant fluctuations in water supply. This drought highlighted the risk that the Folsom Dam intake structure could become exposed, or what has been referred to as the "dead pool" condition. Although this has not occurred to date, the City relies upon this intake structure to receive supply from USBR and PCWA – the majority of its regular supply portfolio. Being cognizant of this potential vulnerability, in the early 2000's the City begun developing its Aquifer Storage and Recovery Program. Since then, the City has embarked upon a continuous expansion of the ASR program to provide increased flexibility in case of emergency. The City remains engaged in an ongoing effort along with regional partners to invest in identifying a long-term solution to the vulnerability of the intake structure at Folsom Reservoir.

As part of this UWMP, the City is examining this "dead pool" condition, and planning for the circumstance when the City is unable to receive any surface water supplies from USBR or PCWA, examined further in Chapter 6,

Section 6.2.1 and Chapter 7, Section 7.1.3.2. The City is also continuing expansion of the ASR program to maintain adequate capacity to serve the basic needs of the City in the event of extreme drought or other impacts to surface water supplies.

The City's wells are constructed to utilize Aquifer Storage and Recovery technology. ASR is the recharge of water in an aquifer through specially designed groundwater wells and recovery of water from that same well or others after time has passed. During times when there are excess surface water supplies, water can be injected using the ASR and production wells. During dry periods or when additional water is needed for the environment or other beneficial needs, this water can be withdrawn from the aquifer. Six of the existing operational wells have ASR capabilities. Two more wells with ASR capabilities are currently under construction and are expected to be completed in the Fall of 2026. The City plans to construct 2 additional wells with ASR capabilities by 2030. Following that, the City will reassess its ASR program, and as part of a future Ground Water Strategic Plan update, evaluate a potential expansion of the program beyond 2030.

COR Table 3-C Existing City of Roseville Wells

Facility	Install/Rehab Date	Well Depth (Feet)	Zone Served	Theoretical Pumping Capacity (MGD)	Production Capacity (80% of Theoretical) (MGD)	ASR Capable (Y/N)
Oakmont, No. 5	1978/ 1999	360	1	2.1	1.7	N
Diamond Creek, No. 6	2002	460	4	4.0	3.2	Y
Woodcreek North, No. 7	2008	440	1	2.2	1.8	Y
Hayden Parkway, No. 8	2015	520	4	3.1	2.5	Y
Westbrook Boulevard, No. 9	2023	526	4	3.6	2.9	Y
Blue Oaks Boulevard, No. 12	2015	490	4	3.2	2.6	Y
Solaire Drive, No. 18	2023	555	4	2.6	2.1	Y

3.1.6 Interties

There are 18 interties that the City maintains with the surrounding jurisdictions of PCWA, San Juan Water District (SJWD), California-American Water Company (Cal-Am), Citrus Heights Water District (CHWD), and Sacramento Suburban Water District (SSWD). Some of these interties are in regular operation with water wheeling and purchases, while others are emergency use only. Although the City of Roseville no longer has a water supply contract with SJWD, those interties remain in case of emergency. Each intertie is listed in COR Table 3-D.

COR Table 3-D Interties with Neighboring Water Suppliers

Intertie Agency	Facility	Year Constructed	Operational Control Agency	Control Valve Size (Inches)	Agency Receiving Water	Avg. Days/ Yr. Utilized 2021-2025	Days Utilized 2025
SJWD	WTP	1996	Roseville	16	Roseville	0	0
	Eureka	1999	Roseville	12	Roseville	0	0
	Cavitt Stallman	1999	Roseville	12	Roseville	0	0
PCWA	Five Star	1995	PCWA	12	Roseville	0	0
	Stoneridge	1998	Roseville	12	PCWA	275	275
	Highland Park	2000	Roseville	12	PCWA	0	0
	Tinker	1989	Roseville	16	Roseville	365	365
	Blackwood – Bianchi Estates	2000	PCWA	12	PCWA	365	365
	Woodcreek	2025	PCWA & Roseville	12	Roseville	0	0
	Crowder	2001	Cal-Am	12	Cal-Am	365	365
	PFE	2005	Roseville	16	Cal-Am	365	365
	Park Drive/ Pleasant Grove	2000	PCWA	12	Roseville	0	0
	Vineyard Rd	1990	Cal-Am	12	Cal-Am	365	365
Cal-Am	Vernon Oaks	1988	Roseville	12	Cal-Am	0	0
CHWD	Orlando	1989	Roseville	6	CHWD	0	0
	Blossom Hill	1986	Roseville	10	CHWD	0	0
	Fairway	2017	Roseville	8	CHWD	0	0
SSWD	PFE/ North Antelope	2005	Roseville	20	Both	0	0

3.1.6.1 San Juan Water District Interties

The three interties that exist between the City and SJWD under normal operations remain closed and are only intended for emergency use. The intertie at the WTP can deliver water from SJWD to the City only (single direction valve). The Eureka and Cavitt Stallman interties can deliver water to and from the City (bi-directional valving).

3.1.6.2 Placer County Water Agency Interties

The Bianchi Estates, Crowder, and Vineyard interties are valved for single direction flow from Roseville out to PCWA customers (Cal-American Water). The Highland Park and Pleasant Grove interties are single direction, delivering from PCWA to Roseville. They cannot deliver water from the City to PCWA, but the other nine remaining interties can. Three of the eleven PCWA interties under normal operations remain open. The Stoneridge intertie regularly pumps water from the City to PCWA. The Blackwood intertie is regularly kept open as it feeds PCWA's Bianchi Estates system and is the only source of supply for that area. The Tinker intertie is normally open in order to deliver water from PCWA to Cal-Am through the Crowder and PFE interties. The Woodcreek intertie remains closed under normal operating conditions and is only used for emergencies or maintenance outages.

3.1.6.3 Citrus Heights Water District

The three interties between the City and CHWD are valved bidirectionally to enable water delivery to and from the City; however, system pressures in the vicinity of these interties indicates that flow into the City would likely be the only possibility. All three are intended for emergency use only and remain closed under normal operating conditions.

3.1.6.4 Sacramento Suburban Water District Intertie

The intertie between the City and SSWD is part of the regional development of conjunctive use programs. During an emergency or drought years, the PFE pump station will pump water from SSWD's service area into Zone 1 of the City. This intertie is bidirectional and can be used to deliver water from the City to SSWD. A mutual aid agreement between the City and SSWD was recently completed.

3.2 Service Area

The City's service area boundary lies within the limits of the City of Roseville. There are a few small areas within the city limits that are served by PCWA, SJWD, and CHWD, totaling approximately 1,729 services. The service area is approximately 27,421 acres (ac). The service area and the facilities mentioned in Section 3.1 are shown in Figure 3-2.

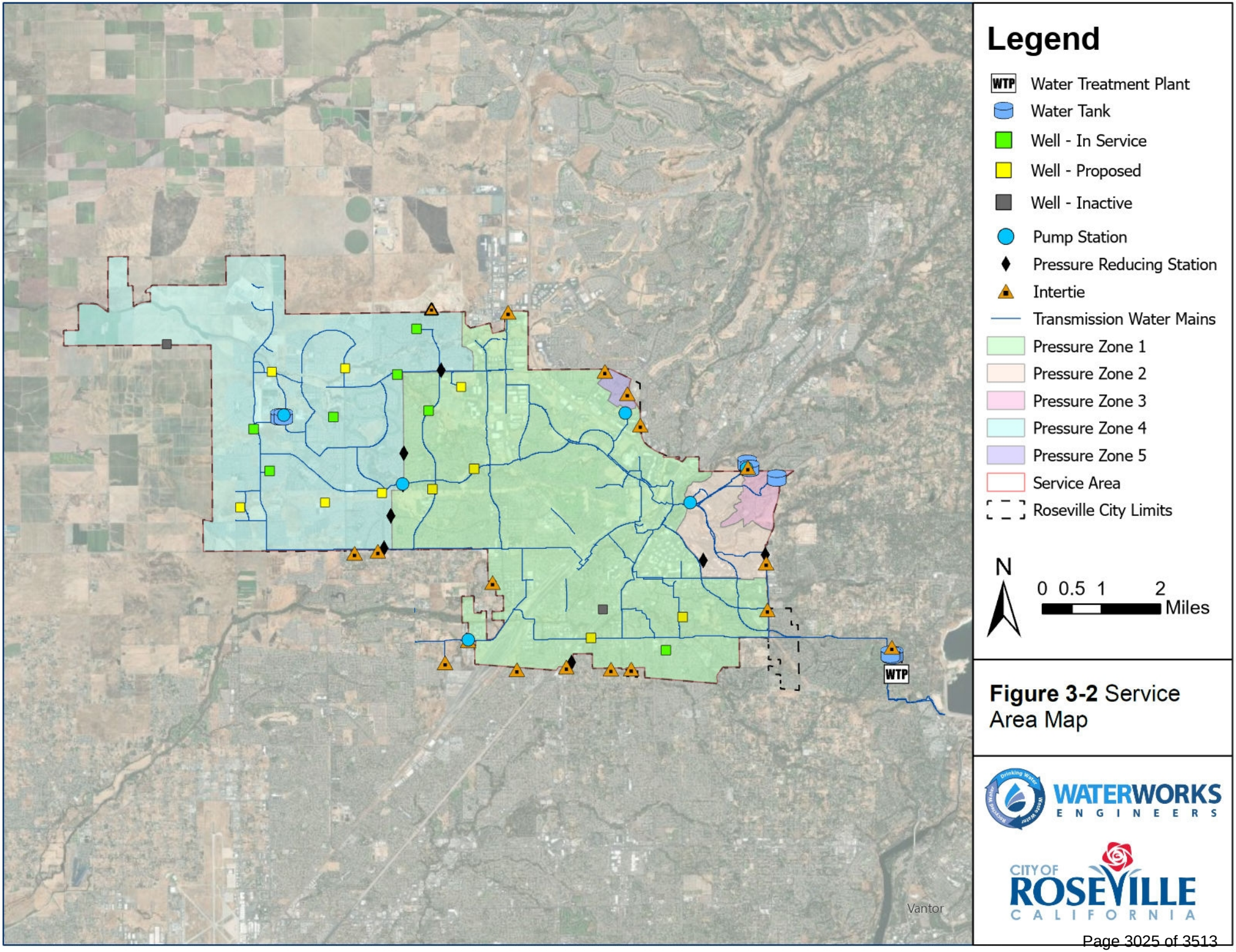


Figure 3-2 Service Area Map

WATERWORKS ENGINEERS

CITY OF ROSEVILLE CALIFORNIA

3.3 Service Area Climate

The service area experiences cool and humid winters and hot and dry summers. The City of Roseville's climate is similar to the City of Fair Oaks, which is in close proximity. Historical climate data was obtained from California Irrigation Management Information System (CIMIS) for station 131, which is located in Fair Oaks, for the reporting period of this UWMP and is summarized in COR Table 3-E. The average monthly temperature from 2021 to 2025 ranged from 39.1 degrees Fahrenheit (°F) to 96.1 °F. Typically the wet season begins in October and ends in May, with an average annual total precipitation of 21.4 inches.

COR Table 3-E Monthly Average Climate Data from 2021 through 2025

Month	Average Minimum Temperature (°F)	Average Maximum Temperature (°F)	Average Temperature (°F)	Average Monthly Precipitation (inches)
January	39.1	59.7	48.4	3.1
February	39.4	62.5	50.2	2.9
March	42.3	65.0	53.1	2.5
April	45.7	74.1	59.3	0.7
May	50.3	82.2	66.1	0.3
June	55.7	90.1	72.9	0.1
July	59.0	96.1	77.5	0.1
August	59.7	95.0	76.9	0.1
September	57.8	90.5	72.9	0.4
October	51.0	79.7	63.9	2.2
November	42.9	65.3	52.6	2.7
December	40.6	56.1	47.4	6.3
Average	48.6	76.4	61.8	1.8

3.4 Service Area Population and Demographics

This section describes the population, demographic, and employment conditions of the City's water service area during the reporting period of the UWMP as well as future projections through 2045.

3.4.1 Service Area Population

Water use is directly tied to a service area's population, and analyzing population growth and development trends is critical for the City's planning of water distribution facilities and infrastructure. Current and projected service area population estimates are provided in DWR Table 3-1.

These projections differ from total population projections since a small number of City residents are served by adjacent water purveyors. The projections were estimated in coordination with the City of Roseville's General Plan (last updated in 2020), more recent development trends, direct input from the City of Roseville's Environmental Utilities and Planning Divisions, and concurrent Water Master Planning efforts. At this time, the City of Roseville is engaged in an update to their analysis of development trends and growth, but this process will not be concluded by the time this document is published.

DWR Table 3-1

Submittal Table 3-1 Retail: Population - Current and Projected Water Code Section 10631(a)					
Population Served	2025	2030	2035	2040	2045
	171,153	172,710	183,077	190,519	193,366
NOTES: Population projections shown above are based on the buildout population projection from the 2020 General Plan of 198,000, with an empirically derived trend-based data showing on recent growth in actual population values, adjusted to reflect service area population.					

3.4.2 Social, Economic, and Demographic Factors

The City of Roseville's population in 2024 (most recent data available), according to the American Community Survey (ACS), was reported to be 56.3% White alone (not Hispanic or Latino), 20% Hispanic or Latino, 11.7% Black alone, 6.2% Asian alone, 4.6% two or more races alone, and all other race categories were less than 1%. A summary of all race categories surveyed is provided in COR Table 3-F. The United States Census Bureau reports that the median household income from 2020-2024 was $119,288. ACS reports that in 2024, 5.9% of the population was in poverty and 17.4% of the population was 65 years of age and over. The social, economic, and demographic factors are not believed to affect water management and planning.

COR Table 3-F City of Roseville 2024 Population by Race

Race Category	Percentage
American Indian and Alaska Native alone, not Hispanic or Latino	0.5%
Asian alone, not Hispanic or Latino	6.2%
Black alone, not Hispanic or Latino	11.7%
Hispanic or Latino	20.0%
Native Hawaiian and other Pacific Islander alone, not Hispanic or Latino	0.2%
White alone, not Hispanic or Latino	56.3%
Some other race alone, not Hispanic or Latino	0.5%
Two or more races alone, not Hispanic or Latino	4.6%

3.5 Land Uses within the Service Area

A requirement of the California Water Code holds that land use projections be coordinated with other local and regional land use authorities.

> *California Water Code 10631.*
>
> *(a) . . .The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.*

In August 2020, the City of Roseville completed its latest update to the General Plan, with a planning horizon that extends into 2035. The General Plan includes the Land Use Element, which is provided in Appendix C. The Land Use Element discusses existing and future land use conditions, with an intended purpose of setting guidelines for managing land use change. The City of Roseville has both residential and non-residential land uses; density and intensity guidelines for each land use type respectively are set forth in the Land Use Element. The land use categories as well as corresponding characteristics from the Land Use Element are summarized in COR Table 3-G and COR Table 3-H.

COR Table 3-G Residential Land Uses and Development Guidelines

Land Use Category	Dwelling Units Per Acre	Estimated Population Per Gross Acre
Low-Density Residential (LDR)	0.5 – 6.9	1.45 – 20.1
Medium-Density Residential (MDR)	7.0 – 12.9	20.3 – 37.41
High-Density Residential (HDR)	≥ 13	≥ 27.3

COR Table 3-H Non-Residential Land Uses and Development Guidelines

Land Use Category	Floor to Area Ratio
Neighborhood Commercial (NC)	20% - 40%
Community Commercial	20% - 40%
Regional Commercial	20% - 40%
Business Commercial	20% - 40%
Light Industrial	20% - 50%
Tech/ Business Park	20% - 50%
General Industrial	20% - 50%
Transfer Station	Varies
Central Business District	≤ 300%
Public/ Quasi-Public	Varies

3.6 Water Utility Planning

Currently the City of Roseville is engaged in a Water Master Planning effort in parallel with the development of this 2025 UWMP. The Water Master Planning effort will be ongoing as of the publishing of this UWMP. As part of these utility planning efforts, the City has identified recommendations for updates to water use Unit Demand Factors by parcel type. These updated Unit Demand Factors are included in Chapter 4 and have been used to develop demand projections through the planning horizon. The 2020 General Plan estimated buildout at approximately 2035. However, the City has observed recent trends indicating that residential buildout may occur in the next 5-10 years with commercial following behind in the 15–20-year range. These trends have informed an updated understanding of the pace of development and therefore identified an adjusted buildout horizon of approximately 2045, which has been used in this planning document as well as the City's Water Master Plan.

Chapter 4 Water Use Characterization

This chapter provides a description and quantification of the City's past and current water use and future water use projections through the year 2045. Projections provided herein were coordinated with other local and regional planning documents in an effort to develop reliable water demand projections.

4.1 Non-Potable Versus Potable Water Use

The City utilizes both potable and non-potable water to meet the diverse water needs of the customers within the service area. Potable water is water that is safe to drink and meets all California drinking water regulations per Title 22. The City's potable water supplies consist of raw water treated at the WTP, finished water wheeled from other agencies through interties, raw water received from other agencies through interties which is subsequently treated at the WTP, and additional emergency groundwater from various wells throughout the City that is chemically treated on site.

Additionally, the City supplies recycled water, which is non-potable water for approved uses. Recycled water is wastewater that is treated to Title 22 disinfected tertiary standards. The City operates two wastewater treatment plants (WWTPs), Dry Creek and Pleasant Grove, both of which treat wastewater to the high standard required of recycled water. The recycled water produced at the WWTPs is distributed in a separate "purple pipe" system from the potable water system and is utilized for landscape irrigation, environmental releases, cooling water, and construction uses.

Lastly, the City delivers raw water, which is also non-potable, to Linda Creek outside of the City's service area. Raw water is untreated water that is used in its natural state or with minimal treatment. The City is required to discharge 0.8 cubic feet per second (cfs) of supplemental raw water to Linda Creek when creek flows are low as part of its instream flow commitment. A 10-year average annual total for this discharge is 350 AF, but each year's total can vary significantly depending on hydrologic conditions and resulting flow within the creek. This discharge is also subject to drought restrictions and can be curtailed during Stage 3 or higher-level drought restrictions should that be necessary. The City does not deliver raw water to any of its customers within the service area.

4.2 Past, Current, and Projected Water Use by Sector

The following sections describe and quantify past, current, and projected water use. Water uses are delineated by various sectors. Additionally, a requirement as of the 2020 UWMP requires quantification of system water losses for the five years preceding each UWMP.

4.2.1 Water Use Sectors Listed in Water Code

Water Code Section 10631(d) requires that water uses be identified for at least the ten following sectors; definitions for each of the sectors are adapted from those provided in the Guidebook.

- **Single-family residential** – A single family dwelling unit. A lot with a free-standing building containing one dwelling unit that may include a detached secondary dwelling. This is a retail demand.
- **Multifamily** – Multiple dwelling units contained within one building or several buildings within one complex. This is a retail demand.
- **Commercial** – A water user that provides or distributes a product or service. Water Code 10608.12(e). This is a retail demand.

- **Industrial** – Water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System (NAICS) code sectors 31 to 33, inclusive, of an entity that is a water user primarily engaged in research and development. Water Code Section 10608.12(i). This is a retail demand.
- **Institutional and governmental** – A water user dedicated to public service. This type of user includes, among other users, higher-education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions per Water Code Section 10608.12(j). This is a retail demand.
- **Landscape** – Water connections supplying water solely for landscape irrigation. Such landscapes may be associated with single-family residential, multi-family, commercial, industrial, or institutional/ governmental sites, but are considered a separate water use sector if the connection is solely for landscape irrigation. This is a retail demand.
- **Sales to other agencies** – These are water sales made to another agency. Projected sales may be based on projected demand provided by the receiving water supplier. This is a wholesale demand.
- **Saline Water Intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof** – *Conjunctive use* is a water management strategy where surface water and groundwater are managed together to increase the total water supply. For purposes of the UWMP, conjunctive use is seen as a management strategy rather than as a water use. This type of water use is best reported as groundwater recharge. *Groundwater recharge* can occur through both natural and artificial means. In the context of this UWMP, artificial groundwater recharge is the managed and intentional replenishment of natural groundwater supplies using techniques such as infiltration basins or injection wells. Water used for groundwater banking or storage may also be reported using this sector. If all, or a portion of, the groundwater recharge is subsequently pumped out of the basin in the same year, that water is considered "pass-through" storage and reporting this as a groundwater recharge use may lead to a double counting of water uses because of the subsequent retrieval and delivery of that same water in the same year to customers. Water used for groundwater recharge, but not retrieved in the same year, could be considered actual groundwater recharge and reported as such. *A saline water intrusion barrier* is the practice of injecting water into a freshwater aquifer to prevent the intrusion of saltwater. These may be either a wholesale or retail demand. The City currently does not have any demands under this water use sector.
- **Agricultural** – Water used for commercial agricultural practices including irrigation and other agronomic uses. Water used for processing agricultural products (e.g., food, beverage, or textile manufacturing) may also be considered industrial process water rather than agricultural water use. This may be either a wholesale or retail demand. The City currently does not have any demands under this water use sector.
- **Distribution system water losses** – Losses that were reported in accordance with the 12-month water loss for each of the prior five years.

4.2.2 Water Use Sectors in Addition to Those Listed in Water Code

Presently, the City has no additional water use sectors outside of the ten listed in CWC. Furthermore, the City expects that future water use will be restricted to the same sectors by which water is currently used based on land use projections from the Land Use Element. As a note, the City is currently engaged in an effort to define and add regulatory language for "high water users" in its municipal code to address increasing needs of the technology industry. These projected users have been incorporated into the analyses for this UWMP.

4.2.3 Past Water Use

Past potable water use by sector was analyzed to estimate water use projections into the next 20 years, as required by the CWC. By examining past water use, trends can be understood. These trends includes effects of temporary use restrictions during drought years, effects of long-term demand management measures, and the changing profile of service connections by water use sector. Water uses for 2025 and the five years preceding this plan, as well as the last two UWMP years, are summarized in COR Table 4-A.

COR Table 4-A Past Potable Water Use Volumes by Sector

Water Use Sector	2015	2020	2021	2022	2023	2024	2025
Commercial[1]	1,930	2,630	2,986	3,000	3,096	2,690	2,822
Industrial[1]	934	254	219	246	181	334	386
Institutional and Governmental	561	412	421	390	387	384	388
Multi-Family	1,464	1,416	2,115	1,327	1,437	1,589	1,600
Single-Family	11,680	17,115	16,377	15,945	15,809	17,274	17,080
Landscape	4,152	6,422	6,548	6,504	6,300	5,883	5,632
Other [2]	–		–	–	–	–	--
Total	20,721	28,249	28,667	27,412	27,210	28,155	27,909

NOTES: [1]Accounting system and categorization changes caused a recategorization of some parcels in the Industrial category to the Commercial category between 2015 and 2020. All volumes are in AF.
[2]In 2015 and subsequent years thereafter, all water demands are characterized by water use sectors defined in the CWC.

4.2.4 Current Water Use

The City's potable and non-potable water uses for 2025 by sector are reported in DWR Table 4-1. There are no existing potable or non-potable demands for the use types of saline barriers, conjunctive use, or agricultural.

DWR Table 4-1

Submittal Table 4-1 Retail: Total Uses for Potable and Non-Potable Water — Actual Water Code Section 10631(d)(1)			
Use Type	Additional Description	2025 Actual Water Use	
		Potable or Non-Potable	Volume (AF)
Commercial	Including non-metered	Potable	2,822
Industrial	Including non-metered	Potable	386
Institutional/Governmental	Including non-metered	Potable	388
Multi-Family	Including non-metered	Potable	1,600
Single Family	Including non-metered	Potable	17,080
Landscape	Including non-metered	Potable	5,632
Distribution System Water Loss	Including non-metered	Potable	2,135
Sales/Transfers/Exchanges to other Suppliers	Including non-metered	Potable	1,657
Groundwater recharge	Excludes groundwater pumped and supplied to the distribution system	Potable	193
Landscape	Recycled Water used inside the City	Non-Potable	3,029
Industrial	Recycled Water used at Roseville Energy Park	Non-Potable	428
Sales/Transfers/Exchanges to other Suppliers	Recycled Water sold outside the City	Non-Potable	301
Sales/Transfers/Exchanges to other Suppliers	Discharge to Linda Creek[1] and water wheeled on behalf of San Juan Water District.	Non-Potable	387
		Subtotal Potable	31,893
		Subtotal Non-Potable	4,145
		Total	36,038

NOTES: All volumes are in AF. The volume of losses are for potable water only; non-potable water losses are not calculated. The 2025 Water Audit has not been validated at the time of plan preparation and final losses reported in the validated Water Audit may differ.
[1]Water discharged to Linda Creek is based upon a supplemental flow requirement and creek conditions; therefore, it will vary year over year.

4.2.5 Projected Water Use

The City regularly analyses future water use demands to determine the reliability of system supplies and identify any vulnerabilities. As stated in 3.4.1, the service area population directly impacts water use demands. The City is

currently undergoing a water master planning effort. Part of that process is reexamining unit demand factors for water use which had previously been established in 2002. This 2025 UWMP update has incorporated the recommended revised unit demand factors from that effort and applied them to the demand projection analysis. To estimate projected water use through 2045, the following approach and resources were utilized.

Assumptions:

- The Planning Division's population projection from the 2020 General Plan Land Use Element was utilized, which estimates a population of 198,000 at buildout of all planned development.
- It is assumed that all planned development would be complete by 2045 as explained in Section 3.6.
- An estimated 1729 dwelling units in the City of Roseville are not served by the City. The number of dwelling units are estimated based on other utility accounts.

Population Projection and Water Use Projection Steps

1. Calculated the population not served by the City by multiplying the number of dwelling units by the 2014-2018 American Community Survey (ACS) household multiplier (2.68[1]) used in the 2020 General Plan Housing Element.
2. Subtracted the population not served by the City from the total California Department of Finance (CDoF) City of Roseville population to obtain the service area population for 2021 through 2025.
3. Estimated the current percentage of development for each specific plan from the latest Planning Department records.
4. Input current percentage of development into the City of Roseville's Environmental Utilities (EU) Department's Water Demand Tracking Tool, which calculates buildout water usage for each specific plan. Water use in the Tool is calculated by applying unit demand factors, specific to land use categories, to each of the dwelling units. Demand factors and total water use for all specific plans are provided in COR Table 4-B and COR Table 4-C, respectively.
5. Plotted the service area population from 2021 through 2025 and the projected population for 2045 to approximate the population for 2030, 2035, and 2040. The resultant population projections were previously summarized in DWR Table 3-1.
6. Updated the Water Demand Tracking Tool for 2045 to reflect 100% at buildout.

[1] https://data.census.gov/table/ACSST5Y2018.S1101?q=Roseville+city,+California

COR Table 4-B Updated (Recommended) Unit Demand Factors for Land Use Type

Residential Land Use Categories	Unit Demand Factor (gpd/DU)
Low Density Residential 1 – LDR1 (<3.5 DUs/Acre)	600
Low Density Residential 2 – LDR2 (3.5 to 5 DUs/Acre)	420
Low/Medium Density Residential 1 – LMDR1 (>5 to 6 DUs/Acre)	350
Low/Medium Density Residential 2 – LMDR2 (>6 to 8 DUs/Acre)	300
Medium Density Residential – MDR (>8 to 12 DUs/Acre)	220
High Density Residential – HDR1 (>12 to 16 DUs/Acre)	280
High Density Residential – HDR2 (>16 DUs/Acre)	190
Non-Residential Land Use Categories	**Unit Demand Factor (gpd/acre) (gpd/Acre)**
Commercial/Retail	2,100
Business Professional	2,680
Light Industrial	2,570
Industrial	2,570
Elementary School	2,800
Middle School	2,140
High School	3,420
Public (Fire Station)	2,350
Park/Recreation	2,112
Park/Recreation – Special Landscape Area	3,840
New Technology Industries[1]	**Unit Demand Factor (gpd/site)**
Medium	195,000
Large	780,000
NOTES: [1]These additional demand categories are projected in the UWMP. There have not yet been changes to zoning or land use categories in the General Plan or the Municipal Code to reflect these categories.	

COR Table 4-C Specific Plan Water Demands at Buildout by Water Use Sector

Specific Plan	Commercial (AF/yr)	Industrial (AF/yr)	Institutional/ Governmental (AF/yr)	Multi-Family (AF/yr)	Single Family (AF/yr)	Total (AF/yr)
Infill	1,102	1,489	6,859	321	6,301	16,071
ATCSP	50	8	30	46	6	140
DHCSP	237	0	0	233	1	471
DSCSP	444	0	5	255	11	716
WBSP	17	0	69	140	579	804
COSP	70	1,340	63	84	170	1,726
DTRSP	260	7	88	16	64	434
RSGW	67	0	0	36	55	158
SE	493	0	216	391	933	2,032
NE	1,629	0	63	0	368	2,060
STRSP	97	0	253	159	1,108	1,616
NCRSP	1,225	224	450	620	1,104	3,623
HRNSP	379	0	221	180	497	1,277
NWRSP	312	0	1,189	345	3,439	5,286
DWSP	29	0	905	21	1,434	2,390
NI	98	4,141	91	0	401	4,731
NRSP	199	0	483	192	2,033	2,907
WRSP	131	182	1,102	553	3,418	5,384
SVSP	457	0	410	385	1,725	2,976
CVSP	22	0	68	116	519	725
ARSP	120	0	130	197	666	1,113

NOTES: Atlantic Street Corridor Specific Plan (ATCSP); Douglas-Harding Corridor Specific Plan (DHCSP); Douglas-Sunrise Corridor Specific Plan (DSCSP); Westbrook Specific Plan (WBSP); Campus Oaks Specific Plan (COSP); Downtown Roseville Specific Plan (DTRSP); Riverside Gateway (RSGW); Southeast Roseville (SE); Northeast Roseville (NE); Stoneridge Specific Plan (STRSP); North Central Roseville Specific Plan (NCRSP); Highland Reserve North Specific Plan (HRNSP); Northwest Roseville Specific Plan (NWRSP); Del Webb Specific Plan (DWSP); North Industrial (NI); North Roseville Specific Plan (NRSP); West Roseville Specific Plan (WRSP); Sierra Vista Specific Plan (SVSP); Creekview Specific Plan (CVSP); Amoruso Ranch Specific Plan (ARSP).

COR Table 4-D Current and Projected Water Use Volumes

Use Type	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Commercial	2,822	8,078	8,385	8,666	8,893
Industrial	386	667	693	716	735
Institutional/Governmental	388	671	696	720	739
Multi-Family	1,600	2,767	2,872	2,968	3,045
Single Family	17,080	29,533	30,655	31,681	32,511
Landscape	5,632	9,738	10,108	10,447	10,720
Distribution System Water Loss	2,135	1,364	1,446	1,504	1,527
Sales/Transfers/Exchanges to other Suppliers	1,657	0	0	0	0
Groundwater recharge	193	3,360	3,360	3,360	3,360
Recycled water used inside the City	3,029	3,530	3,992	4,454	4,917
Recycled water used at Roseville Energy Park	428	499	564	630	695
Recycled water sold outside the City	301	350	396	442	488
Raw water discharged to Linda Creek	387	350	350	350	350
Total	**36,038**	**60,908**	**63,517**	**65,937**	**67,980**

NOTES: All Volumes are in AF. 2025 values represent metered usage data, inclusive of passive conservation efforts realized by City customers in their usage patterns. 2030 and subsequent years represent unconstrained demand projections utilizing Unit Demand Factors applied to land use data.

DWR Table 4-2

Submittal Table 4-2 Retail: Total Uses for Potable, and Non-Potable Water — Projected Water Code Section 10631(d)(1)						
Use Type	Additional Description	**Projected Water Use[1]**				
		Potable or Non-Potable	**2030 (AF)**	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**
Commercial	Including non-metered	Potable	8,078	8,385	8,666	8,893
Industrial	Including non-metered	Potable	667	693	716	735
Institutional/Governmental	Including non-metered	Potable	671	696	720	739
Multi-Family	Including non-metered	Potable	2,767	2,872	2,968	3,045
Single Family	Including non-metered	Potable	29,533	30,655	31,681	32,511
Landscape	Including non-metered	Potable	9,738	10,108	10,447	10,720
Distribution System Water Loss	estimated	Potable	1,364	1,446	1,504	1,527
Sales/Transfers/Exchanges to other Suppliers	Including non-metered	Potable	0	0	0	0
Groundwater recharge	Long Term Storage	Potable	3,360	3,360	3,360	3,360
Landscape	Recycled Water used inside the City	Non-Potable	3,530	3,992	4,454	4,917
Industrial	Recycled Water used at Roseville Energy Park	Non-Potable	499	564	630	695
Sales/Transfers/Exchanges to other Suppliers	Recycled Water sold outside the City	Non-Potable	350	396	442	488
Sales/Transfers/Exchanges to other Suppliers	Raw Water, Discharge to Linda Creek[2]	Non-Potable	350	350	350	350
		Subtotal Potable	56,179	58,214	60,061	61,529
		Subtotal Non-Potable	4,729	5,303	5,876	6,451
		Total	60,908	63,517	65,937	67,980

NOTES: All volumes are in AF. Sales/Transfers are ideally balanced between intake and outgoing wheeled water, so the anticipated value is shown as 0 for subsequent years.

[1]Breakdown of projected use has been determined by proportional division of annual totals according to recent trends in meter data. Annual totals have been determined by the application of Unit Demand Factors to parcel data. Commercial totals have been adjusted above existing data to account for projected New Technology Industries. Water loss has been projected to match compliance with Roseville's 2028 target to reduce loss to 22.8 gallons per connection per day.

[2]Water discharged to Linda Creek is based upon a supplemental flow requirement and creek conditions; therefore, it will vary year over year. The above value of 350 AF represents an average between 2015 and 2025.

Total Gross water use projections, inclusive of recycled water, are provided in COR Table 4-D and DWR Table 4-2 (cells highlighted in green) above. Recycled water demand is further characterized in DWR Table 6-4 of Chapter 6.

4.2.6 Distribution System Water Losses

Distribution system water losses are the difference between the volume of water that is delivered into the potable drinking water distribution system and actual consumption. Losses are always present in a water system due to

pipe leaks, unauthorized connections or use, faulty meters, and unmetered institutional and governmental water use. Each year the City characterizes its water loss in accordance with the American Water Works Association (AWWA) Water Audit Method. CWC requires urban retail water suppliers to conduct and submit validated water loss audit reports annually to DWR on December 31st following the reporting year. Final Water Audit and Validation Reports are available for 2021 through 2024 and are provided in Appendix D. Distribution system water losses for five years preceding the plan update from 2020-2024 are summarized in COR Table 4-E. The submittal status of Water Loss Audit Reports to the DWR Water Loss Audit Program for the same five years can be found in DWR Table 4-5.

COR Table 4-E 12 Month Water Loss Audit Reporting for 2020-2024

Reporting Period Start Date (mm/yyyy)	Volume Water Loss (AF)
01/2020	1,089
01/2021	712
01/2022	1,663
01/2023	1,797
01/2024	2,524

DWR Table 4-5

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
3110008	2020	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
NOTES: 2025 AWWA Audit is not due to DWR until December 31, 2026, and therefore has not been included here.		

An update to the CWC requires that 2020 UWMPs and all UWMPs submitted thereafter include data showing whether the urban retail water supplier met the distribution loss standards enacted by the California State Water Resources Control Board (SWRCB) pursuant to Section 10608.34. The apparent (administrative or data-based) and real water loss standards established by the SWRCB that are to be met by the City by 2028 are 8 gallons/connection/day and 22.7 gallons/connection/day respectively. See Appendix E for the SWRCB's Calculated Water Loss Standards for the City of Roseville. Progress towards the 2028 water loss standards is reported in DWR Table 4-6. Water loss in gallons/connection/day for 2020 through 2024 is shown in COR Table 4-F.

DWR Table 4-6

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard Water Code Section 10631(d)(3)(C)											
Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n)	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit		Real Water Loss Per Unit per Day	State Water Board Standard		Most Recent AWWA Water Loss Audit		Apparent Water Loss Per Unit per Day
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)		2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	
3110008	Yes	22.7	Gallons per Service Connection per Day (GPSCD)	52102	2098.7	36.0	8	Gallons per Service Connection per Day (GPSCD)	52102	425.7	7.3
NOTES: Data above is from 2024, the most recently completed and submitted AWWA Audit.											

COR Table 4-F Loss Reported in AWWA Water Audit for 2020-2024.

AWWA Loss Category	2020	2021	2022	2023	2024
Apparent Loss	8.23	8.09	7.47	7.23	7.29
Real Loss	12.08	5.17	22.53	16.54	35.96
Water Loss	20.31	13.26	30.00	23.77	43.25
NOTES: All values are gallons per connection per day.					

The data from 2020 through 2024 demonstrate that the City's water loss (measured as gallons per connection per day) has fluctuated year by year. The City continues to prioritize and allocate resources to detecting and repairing leaks in the distribution system to reduce water loss. Over the last ten years, the City has also increased the accuracy of reported losses by discovering better ways to quantify and examine loss, as well as the measurement points within the system that support this quantification. In dedicating resources to tracking and understanding internal unmetered uses, identifying less accurate meters, and understanding consumption of water for authorized uses, the City continues to improve their understanding of water loss. While there are necessary improvements that need to be made, the City anticipates that it is on track to meet the performance standard by 2028.

Note that in DWR Table 4-2 the projected water loss from 2030 through 2045 was calculated by multiplying the performance standard by the estimated number of service connections. The number of service connections was estimated using the same ratio of 2025 total number of service connections to 2025 population.

4.2.7 Estimating Future Water Savings

As noted in DWR Table 4-2 and the following DWR Table 4-3, water use projections do consider future water savings and lower income residential demands.

DWR Table 4-3

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? **Drop down list (y/n)**	Yes
If "Yes" to above, **state the section or page number**, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found.	4.2.7.1 4.2.7.2 4.2.7.3
Are Lower Income Residential Demands Included In Projections? **Drop down list (y/n)**	Yes
If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	4-13

The unit demand factors and resultant demands calculated by the EU department in COR Table 4-B and COR Table 4-C do not account for reduced demand from passive conservation by the public. However, based on previous years' demand data, the City has observed that passive conservation measures can result in a significant amount of efficiency. This passive demand reduction is not reflected in DWR Table 4-2 in order to support a conservative analysis with unconstrained demand represented for the potable water use categories of Commercial, Industrial,

Institutional/ Governmental, Multi-Family, Single Family, and Landscape. Conservation measures are described in the subsequent sections.

4.2.7.1 Compliance with Water Efficient Landscape Requirements

New development areas are required to reduce landscape area and calculated water demands as part of the process for land use approval, as required by the California Code of Regulations Title 23, Division 2 Chapter 2.7 Model Water Efficient Landscape Ordinance (MWELO). The City of Roseville previously developed its own standards but has more recently adopted the state of California's MWELO standards in 2026.

4.2.7.2 Increased Utilization of Recycled Water

The City of Roseville requires recycled water to be used in most land use development areas currently being planned and for construction water during drought years. Future required use includes landscaping associated with commercial, industrial, multi-family, parks, and transportation corridors. Guidelines for Recycled Water Service are outlined in Roseville Municipal Code Chapter 14.17 (available via City's website at https://qcode.us/codes/roseville/).

4.2.7.3 Implementation of Low Water Use Fixtures

Section 16.04.100 (A.) of the Roseville Municipal Code states that: "The 2019 California Building Standards Code is hereby adopted by the City of Roseville Municipal Code." The Roseville Municipal Code is available via the City's website at https://qcode.us/codes/roseville/.

Additionally, the mandatory California Green Building Standards Code (CALGreen) promotes conservation through the use of appliances and fixtures such as high-efficiency toilets, faucet aerators, and on-demand water heaters.

4.2.8 Characteristic Five-Year Water Use

The California Water Code Section 10635(a) requires that in addition to calculating water use projections over the next 20 years in five-year increments, suppliers perform a drought risk assessment lasting five consecutive years. The projected unconstrained demand for 2026-2030 is estimated in COR Table 4-G. Unconstrained demand is demand absent any water supply or usage restrictions but does include the conservation practices for new construction, outlined in the previous section. This projection informs the drought risk assessment, which is detailed in Chapter 7.

COR Table 4-G Five consecutive year unconstrained demand.

Gross Water Use	2026	2027	2028	2029	2030
Potable Water, Raw, Other Non-Potable	37,130	41,980	46,829	51,679	56,529
Recycled Water Demand	3,882	4,006	4,131	4,255	4,379
NOTES: All volumes are in AF.					

4.3 Water Use for Lower Income Housing

Policy LU5.5, of the Land Use Element, strives to uphold the City of Roseville's Affordable Housing Goal by requiring that a minimum of 10% of all new housing units cost no more than 30% of the total monthly income of very low-, low-income, and moderate-income households. The City of Roseville EU Department annually coordinates with the Planning Division to gather data related to low-income housing metrics. The total number of affordable housing units in 2025 was 3,133, of which 1,872 were single family residences and 1,261 were multi-family

residences. The water demands for low-income housing for 2025 were estimated by multiplying the number of single family and multi-family affordable housing units by the average unit demand factor for low to medium density residential and high density residential, respectively. These estimations are summarized in COR Table 4-H.

COR Table 4-H 2025 Affordable Housing Water Use

Unit Demand Factors	
Average Low to Medium Density Residential Factor for Single Family Units	378 (gpd/DU)
Average High Density Residential Factor for Multi-Family Units	235 (gpd/DU)
2025 Affordable Housing Water Use	
Single Family Residential	793 (AF/yr)
Multi-Family Residential	332 (AF/yr)
Total	1,125 (AF/yr)

As stated in DWR Table 4-3, the water use projections of DWR Table 4-2 are inclusive of water use for lower income households. The estimated water demand by sector for each specific plan, in COR Table 4-C, included affordable housing water use in the single family and multi-family water use calculations, which was used to derive the water use projections in DWR Table 4-2. The portion of water from those projections to be used by affordable housing units is shown in COR Table 4-I. As 10% of all new housing construction is required to be allocated to affordable housing, 10% of the difference between each of the five-year projections was added to the preceding period to estimate how much water would be used by low-income housing.

COR Table 4-I Affordable Housing Water Use Projections

Housing Type	2030	2035	2040	2045
Single-Family Residential	2,038	2,150	2,253	2,336
Multi-Family Residential	449	459	469	476
Total Affordable Housing Units	2,487	2,609	2,721	2,812
NOTES: All values are in AF/yr.				

4.4 Climate Change Considerations

All projections included in Chapter 4 are representative of unconstrained demand except for passive conservation efforts described in Section 4.2.7. However, consideration of effects that climate change may have on demand projections and water supply and reliability is a critical aspect of ensuring that the City is well positioned to meet future demands. The City's primary water source is surface water from Folsom Reservoir, and the City recognizes that the reliability of this source is reduced during dry years or drought. A comprehensive study aimed at understanding how climate change will impact the American River Basin, from which the City receives its surface water supplies, was performed in 2020 and is included in Section 6.14.2. The effects of climate change on water supplies are considered in future plans for the ASR program, a drought risk assessment, and a Water Shortage Contingency Plan**,** which are provided herein.

Chapter 5 SBX7-7 Baselines, Targets, and 2020 Compliance

With the adoption of the Water Conservation Act of 2009, also known as Senate Bill X7-7 (SB X7-7), the State of California was required to achieve a 20% reduction in urban per capita water use by December 31, 2020. Additionally, incremental progress towards meeting the goal was required to be demonstrated in the 2015 UWMP. The 2015 UWMP calculated gallons per capita per day (GPCD) water use and confirmed that the 2015 interim target was met, and that progress was being made toward meeting the water use target for 2020. This chapter summarizes baselines and targets, which were quantified in previous UWMPs, and confirms that the City's water use in 2020 was compliant with SB X7-7 legislation and remains compliant now in 2025.

5.1 Baselines and Targets

The City first addressed SB X7-7 in the 2010 UWMP, where baseline per capita water use, the 2015 interim target, and 2020 target were established and adopted. For the 2015 UWMP update the Department of Water Resources issued guidance that there were significant discrepancies between the estimated 2010 population and the 2010 population as determined by the 2010 U.S Census, which could result in poor baseline population estimates. Consequently, the City and other water suppliers were required to recalculate baseline population that had been reported in the 2010 UWMP and to modify the 2015 and 2020 targets accordingly.

SB X7-7 requires each urban water retailer to determine their baseline daily per capita water use measured in GPCD, over a 10-year or 15-year baseline period. The 10-year baseline period is defined as a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010. SB X7-7 also defines that for suppliers which met a minimum of 10% of their 2008 water demand through recycled water that the baseline could be extended to a maximum of a 15-year baseline period. Only 8.76% of the City's demand was met with recycled water in 2008; consequently the City used a 10 consecutive year period for its baseline. Additionally, SB X7-7 required that a 5-year baseline per capita water demand be calculated over a 5 consecutive year period ending no earlier than December 31, 2007, and no later than December 31, 2010. Given the requirements the City used the following baseline periods:

- 10-year Baseline Period: 1995-2004
- 5-year Baseline Period: 2003-2007

Between the 2015 and 2020 UWMPs, the City experienced no changes to the service area that would require recalculation of baseline or targets for 2020; there were annexations for new construction, but these did not trigger recalculation requirements. Baselines and targets presented in the 2020 UWMP are summarized in 2020 DWR Table 5-1. The historical 2015 SB X7-7 Verification Form, which provides tables for detailed calculations of baselines and targets, is provided in Appendix F.

2020 DWR Table 5-1

Submittal Table 5-1 Baselines and Targets Summary from SB X7-7 Verification Form				
Baseline Period	Start Year	End Year	Average Baseline GPCD	Confirmed 2020 Target
10-15 year	1995	2004	309	247
5 Year	2003	2007	295	

5.2 Compliance Daily Per-Capita Water Use

The 2020 compliance daily per capita water use (in GPCD) was calculated in accordance with Methodology 4 of DWR's *Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* document. The SB X7-7 Compliance Form is a set of tables containing calculations demonstrating that the City met the 2020 target and achieved a 20% reduction from its baseline and is provided in Appendix G. Confirmation of current compliance is summarized in 2025 DWR Table 5-1 which shows that the City did in fact achieve Targeted Reduction for 2020.

2025 DWR Table 5-1

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress Water Code Section 10608.40						
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target?	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	**Only for suppliers that did not meet the Target in 2020**	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	247	203	Yes		NA

5.3 Regional Alliance

The City has complied with SB X7-7 and UWMP requirements as an individual supplier and had elected to not participate in a Regional Alliance.

Chapter 6 Water Supply Characterization

This chapter catalogues and describes the various water resources and supplies available to the City of Roseville including contract supplies from other agencies, surface water, groundwater, storm water, wastewater, and recycled water, as well as water transfers. The supply source, origin, quality, quantity, and impacts of climate change on availability for each source are discussed within this section.

6.1 Surface Water

The City's primary water supply contracts are and have historically been comprised of high-quality surface water received through Folsom Reservoir according to the terms of the City's water supply contracts with the US Bureau of Reclamation (USBR) and Placer County Water Agency (PCWA). Since these supplies are not considered self-supplied and are instead purchased through other agencies, they are described in Section 6.2 Purchased and Imported Water.

6.2 Purchased and Imported Water

The City has historically relied heavily on its water supply contracts with the US Bureau of Reclamation and PCWA. Together, these untreated surface water contract entitlements for American River water total 66,000 acre-feet per year (AF/yr). Over the coming 10 years, an additional 10,000 AF of contract entitlements will become available through the PCWA agreement, in two 5,000 AF increments which take effect in 2030 and 2035 respectively. The City's current contract supplies are outlined in COR Table 6-A.

COR Table 6-A Surface Water Supply Summary

Contract Supply	Supply Type	Quantity	Availability
USBR	Raw Surface Water	32,000 AF	Subject to CVP M&I Usage Policy [1]
PCWA	Raw Surface Water	34,000 AF (current) – 44,000 AF (future)	Most Year Types [2]
NOTES: [1]The City's USBR Supply is subject in any year to determinations of allotments based on unimpaired inflow to Folsom Reservoir and downstream operations. [2]The City's PCWA Supply will go down to 30,000 AF during any given Dry Year.			

Water supplies from the two source agencies outlined above are received through the same point location at Folsom Dam. Folsom Reservoir has been the primary source of water supply for the City of Roseville since 1971. Surface water from the American River is collected and diverted at the Folsom Reservoir Pumping Plant located at Folsom Dam. The City receives supplies from its two surface water contract entitlements through the Folsom Reservoir Municipal and Industrial (M&I) Intake at this facility.

Untreated water supplies received at this point are conveyed by gravity or pumped by USBR depending on reservoir level through two parallel pipelines (84-inch and 72-inch) to the City's Barton Road Water Treatment Plant (BRWTP), with a capacity for treatment of volumes up to 100 MGD. The 72-inch pipeline was constructed in 2010 to increase redundancy and reliability of this critical supply route, in partnership with San Juan Water District. Additionally, the City has 18 intertie facilities with neighboring agencies through which water supplies may be transferred under normal water year conditions as well as emergency or drought conditions. The City is actively

engaged with PCWA to increase system connectivity and facilitate future transfer of increased volumes of raw and treated water directly through existing and/or new intertie facilities.

6.2.1 Contract Supplies – Vulnerabilities and Restrictions

The City's contract supply with the USBR as part of the Central Valley Project is subject to yearly assignments based on each year's hydrologic conditions. Each year the City is informed in April of the determined percentage allotment of the full 32,000 AF allowed by the contract terms. This determination is made based on the unimpaired inflow of runoff into Folsom Reservoir. This supply is therefore highly vulnerable to climate change and its impacts on rainfall and snowpack conditions upstream of Folsom Reservoir in the Sierra Nevada Mountains. In recent years, this allotment has varied significantly on an annual basis, and the City has undertaken dedicated efforts to examine alternatives for increasing water supply reliability in all year types.

A minimum of 30,000 AF of the City's contract supply with PCWA is available in all hydrologic year types; it is also conveyed from the Middle Fork Project (MFP) through Folsom Reservoir and received as raw water at the same diversion point at Folsom Dam. A previous contract with San Juan Water District (SJWD) for 4,000 AF was dissolved and incorporated into the PCWA contract, contributing to the updated total supply. The City has since amended this contract agreement with PCWA to reflect a current standard availability of 34,000 AF, with an additional 10,000 AF to become available according to the schedule shown below in COR Table 6-B. At this time, there are provisions for the purchase and delivery of an additional 10 MGD or 11,200 AF of treated water from PCWA in emergency conditions, only when supplies are not available through the Folsom Dam Diversion. Additionally, this emergency supply would only be available to the City if both City and PCWA customers achieved 20% conservation. The partners are exploring further improvements to existing intertie facilities to expand and diversify opportunities for the transfer of supplies not dependent on the diversion facility at Folsom Dam.

COR Table 6-B PCWA Future Water Entitlements

Supply Type	Effective Dates	Quantity in Most Years	Quantity in Drier Years
Emergency Treated Water	After May 17, 2023	0 MGD	10 MGD
Raw Surface Water	Until July 1, 2024	29,000 AF	29,000 AF
Raw Surface Water	Until July 1, 2029	34,000 AF	30,000 AF
Raw Surface Water	Until July 1, 2034	39,000 AF	30,000 AF
Raw Surface Water	After July 1, 2034	44,000 AF	30,000 AF

The City's surface water supplies are all dependent upon the operation of Folsom Reservoir by the US Bureau of Reclamation; the dam that created the reservoir was originally constructed with a primary purpose of flood control, not water supply, and is still operated according to that primary function. The importance of this facility has led the City to examine options for redundancy, resilience, and/or improvements with respect to the intake, and best practices in terms of management of its other water resources.

The City remains engaged with regional partners in examining ways to increase the resiliency of this critical reservoir and diversion location. The City acknowledges the vulnerability of the intake elevation at Folsom Dam to the effects of extreme drought. The existing facilities cannot deliver peak season demands when the reservoir

level drops below 391 feet in elevation and cannot deliver any water when reservoir levels drop below an elevation of 310-ft. To address the potential loss of supply during low reservoir level conditions, Reclamation and the City of Folsom have successfully implemented a temporary floating pump system that can provide 30 cfs of emergency backup delivery to only Folsom and Folsom Prison. A 36-inch tap in penstock No. 1 can provide 75 cfs emergency pump station (E-pump) for water deliveries to SJWD and Roseville. In the event that the intake is exposed by an extremely low reservoir level, beyond what is described above, the City would not be able to receive supplies through either of its primary supply contracts. The City has elected to examine this "dead pool" condition as part of this UWMP in Chapter 7.

6.2.2 Water Forum Agreement

The City is a member of the Sacramento River Forum and a signatory to the Water Forum Agreement (WFA). Accordingly, the City has historically agreed to limit its diversions from the upper American River to 58,900 AF/yr during Normal and Wet water years, and to between 58,900 AF/yr and 43,800 AF/yr in Drier and Driest water years. The City is responsibly committed to the Water Forum Agreement but maintains the position that "By instituting programs to conserve water, it abandons no right, title or interest in or to any City water rights, contractual entitlements or any appurtenant rights necessary to exercise such water rights or entitlements," as described by Resolution No. 09-64, Declaring an Intent to Retain Control of Conserved Water (Appendix H). The City executed an update to this agreement in May of 2026. At this time, no further limitations will be applied to the City's available contract supply as a result of this update.

6.2.3 ARTESIAN Project Agreement

Since the last UWMP update, the City has entered an agreement, executed on June 30, 2023, with the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project. This Project and its associated agreement are a regional initiative managed by the Sacramento Regional Water Authority (RWA). It governs state funding for early implementation of voluntary agreements, aiming to enhance water supply reliability and ecosystem health in the Sacramento region. This project provides funding for the City's ASR Program, specifically ASR and production well development, and therefore the City has committed to making 4,460 acre-feet (AF) of water available regionally through groundwater substitution/replenishment in any given "call year." A "call year" is a year type defined in the agreement where outflow through groundwater replenishment is "called for" based on conditions, typically in three out of eight dry or critically dry year types. The agreement's call years begin in 2025, with potential for further implementation in dry years between 2033 and 2036 if necessary. This initiative helps the City, in coordination with the RWA, replenish the local aquifer to ensure long-term water reliability.

6.2.4 Other Available Water Purchases

The City may purchase supplemental water supplies from the Bureau of Reclamation (USBR), including Article 3F water and Section 215 water, when available. These supplies are intermittent in nature and generally are only available during the winter and spring months, when excess or unmanaged flows are present in the system. Article 3F water consists of excess flows released by the USBR beyond the entitlements of downstream users, while Section 215 water is defined in the Reclamation Reform Act of 1982 (RRA) as un-storable irrigation water released due to flood control requirements or unmanaged flood flows. The City entered into the Section 215 Contract

Agreement with the USBR on March 15, 2023 (Contract No. 23-WC-20-6073), which provides a mechanism to access Section 215 supplies when available.

When available, these supplies can be used to support the City's Aquifer Storage and Recovery (ASR) program for groundwater recharge, consistent with the City's objectives to enhance water supply reliability and support regional conjunctive use. The City exercised the Article 3F option in 2019, acquiring approximately 950 AF and the Section 215 option in 2023, purchasing approximately 1,865 AF. The City has not utilized Article 3F supplies since the last UWMP.

6.3 Groundwater

In recent years, the City has taken significant steps to expand and strengthen their ASR Program to broaden the City's water supply portfolio. The City currently owns and maintains 7 operational groundwater wells. Six of the 7 operational wells are capable of Aquifer Storage and Recovery whereby treated water can be injected into the underlying aquifer for later extraction and use. Two more wells with ASR capabilities are currently under construction and are slated for completion in the Fall of 2026. The City also plans to construct 2 additional wells with ASR capabilities by 2030.

Groundwater is considered to be available for use as part of Roseville's water supply portfolio in supply emergencies or extreme drought scenarios.

6.3.1 Groundwater Basin Description

The City is located over the North American Subbasin of the Sacramento Valley Groundwater Basin. The North American Subbasin (DWR Groundwater Basin Number 5-21.64) is located in the eastern central portion of the Sacramento Groundwater Basin, encompassing portions of Sutter, Placer, and Sacramento Counties. As of 2025, the Basin is listed by DWR as high priority in large part due to the population in the basin and existing and projected future groundwater use, but the basin has neither been adjudicated nor is it considered in overdraft or critical overdraft conditions.

Groundwater elevations in the subbasin along the Placer/Sacramento County line declined at a rate of 1 to 1.5 feet per year for multiple decades until approximately the mid-1990s. Some of the largest decreases have occurred in the area of the former McClellan Air Force Base. From 1995, groundwater elevations stabilized, and the declining elevation trend was dampened due to groundwater management activities stemming from the Water Forum Agreement restraining further increases in groundwater pumping and implementation of in-lieu banking in the region. Groundwater elevations in Sutter and northern Placer counties generally remain stable, although some wells in southern Sutter County have experienced declines.

In addition, the subbasin has historically been pumped by agricultural and urban users. Recently, in some areas of the subbasin, agricultural land has been and is being developed and converted to urban uses. At this time, the subbasin is operating within the current estimate of sustainable yield.

6.3.2 Groundwater Management

The City actively manages groundwater resources both internally in coordination with land use planning and growth projections as well as regionally in accordance with the provisions of the Sustainable Groundwater Management Act. These efforts are discussed in the following subsections.

6.3.2.1 Western Placer County Groundwater Management Plan

The Western Placer County Groundwater Management Plan (WPCGMP) is a foundational document, originally adopted in 2007, to sustainably manage the North American River Groundwater Sub-basin (NASb). It was developed by a partnership including the cities of Roseville and Lincoln, Placer County Water Agency (PCWA), and California American Water Company. As of January 2022, this effort evolved into a mandated Groundwater Sustainability Plan (GSP) under the Sustainable Groundwater Management Act (SGMA) to prevent overdraft and ensure long-term water reliability. The GSP can be accessed, along with a schedule of public hearings, at www.nasbgroundwater.org. All GSP Annual Reports can be viewed at the DWR SGMA Portal, located here: https://sgma.water.ca.gov/portal/#gsp .

6.3.2.2 Sustainable Groundwater Management Act (SGMA)

The Sustainable Groundwater Management Act of 2014, or SGMA, was a three-bill legislative package composed of AB 1739 (Dickinson), SB 1168 (Pavley), and SB 1319 (Pavley). The package was passed in September 2014 and contains a framework for sustainable management of groundwater supplies by local agencies, with a limited role for state intervention if local agencies fail to meet the requirements of SGMA. SGMA lays out a process and a timeline for local authorities to achieve sustainable management of high and medium priority groundwater basins throughout the state. It also provides tools, authorities, and deadlines to achieve statewide sustainable groundwater management. For local agencies involved in implementation, the requirements are significant and will take years to accomplish. DWR has the responsibility to evaluate local agency progress, while the SWRCB may intervene if DWR determines that local agencies fail to make progress and achieve the requirements of SGMA. Essentially, local agencies who volunteer to comply with SGMA must form as Groundwater Sustainability Agencies (GSAs) and prepare, adopt, and implement a Groundwater Strategic Plan (GSP) that meets the requirements of SGMA.

More specifically, critical required steps include the formation of GSAs within two years of when SGMA became effective; the adoption of GSPs within 5-7 years depending on the status of the basin in question (in critical overdraft condition or not); and preparation, adoption and implementation of a GSP(s) that achieves the sustainability goal within 20 years of plan adoption.

SGMA applies to basins or subbasins designated by DWR as high- or medium-priority, based on statewide prioritization that uses criteria including population, importance and amount of groundwater pumped, extent of irrigated agriculture dependent on groundwater, and other criteria. DWR's final Basin Prioritization findings indicate that there are 127 of California's 515 groundwater basins and subbasins which are high- and/or medium-priority. These high and medium-priority basins account for 96% of California's annual groundwater pumping and include 88% of the state's population. The priority ranking for the North American sub-basin of the Sacramento Valley groundwater basin is 24 out of the state's 515 basins, with an overall ranking score of 22.5 and a designation of High Priority.

The City is well along the path of SGMA compliance, having joined the West Placer Groundwater Sustainability Agency (WPGSA) consisting of the City of Lincoln, Placer County Water Agency, Nevada Irrigation District, and the County of Placer. The WPGSA is one of a group of five GSAs formed within the North American Subbasin that consist of West Placer Groundwater Sustainability Authority, Sacramento Groundwater Authority, South Sutter Water District, Sutter County, and Recreation District 1001 GSAs. The five GSAs prepared and submitted a joint GSP to DWR on January 24, 2022, prior to the statutory deadline of January 31, 2022 (Appendix I). The GSAs of the North American Subbasin have been working over the last year to update the GSP and to prepare for the Periodic Evaluation to meet the needs of SGMA. The City adopted and began implementation of this plan on December 15, 2021. Due to the City's proactive approach to groundwater sustainability, GSP implementation is highly practical and visible; it is reflected in the ongoing construction and smart operation of ASR and production wells to store and recover water, backed by monitoring and regional coordination.

6.3.3 Historical Groundwater Production

Groundwater wells have historically been used by the City in drought or emergency conditions, with minimal pumping for the purpose of maintenance or demonstration of the City's ASR program. While this remains true, over the last ten years, the City has worked to advance and expand the ASR program to provide additional water supply reliability.

Beginning in 2018, the City began to regularly operate existing groundwater infrastructure specifically by pumping small volumes of groundwater from the City's production wells and serving that water into the distribution system as part of the maintenance plan. In 2022, 2023, and 2025, the City was able to store small quantities of excess surface water through the use of ASR and production wells by injecting that water into the aquifer. As the City continues to develop this program and look to the future of sustainable supply, groundwater pumping patterns will continue to evolve. A summary of the amount of groundwater pumped by the City over the past five years is provided in DWR Table 6-1.

DWR Table 6-1

Submittal Table 6-1 Retail: Groundwater Volume Pumped Water Code Section 10631(4) and 10631(4)(c)							
Groundwater Type	Potable or Non-Potable	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Alluvial Basin	Potable	North American Sub-basin of the Sacramento Valley Groundwater Basin 5-21.64	1472.6	120.6	115.08	119.9	291.5
		Total	1,473	121	115	120	292
NOTES: Water pumped from Roseville water wells does not need to be desalinated.							

6.3.4 Aquifer Storage and Recovery

The City considers development of a diverse and drought resistant water supply portfolio to be of the greatest importance. To this end, the City has invested in both planning and capital improvements to develop their Aquifer Storage and Recovery (ASR) Program into a highly functional and critical component of the Water Utility's future. The ASR Program utilizes groundwater pumping infrastructure along with existing water supplies to increase reliability. ASR wells are capable of injecting treated surface water from the distribution system into the groundwater aquifer for later extraction and use. A schematic of wells equipped for ASR within an urban environment, accessing the underlying aquifer for groundwater, is provided in Figure 6-1.

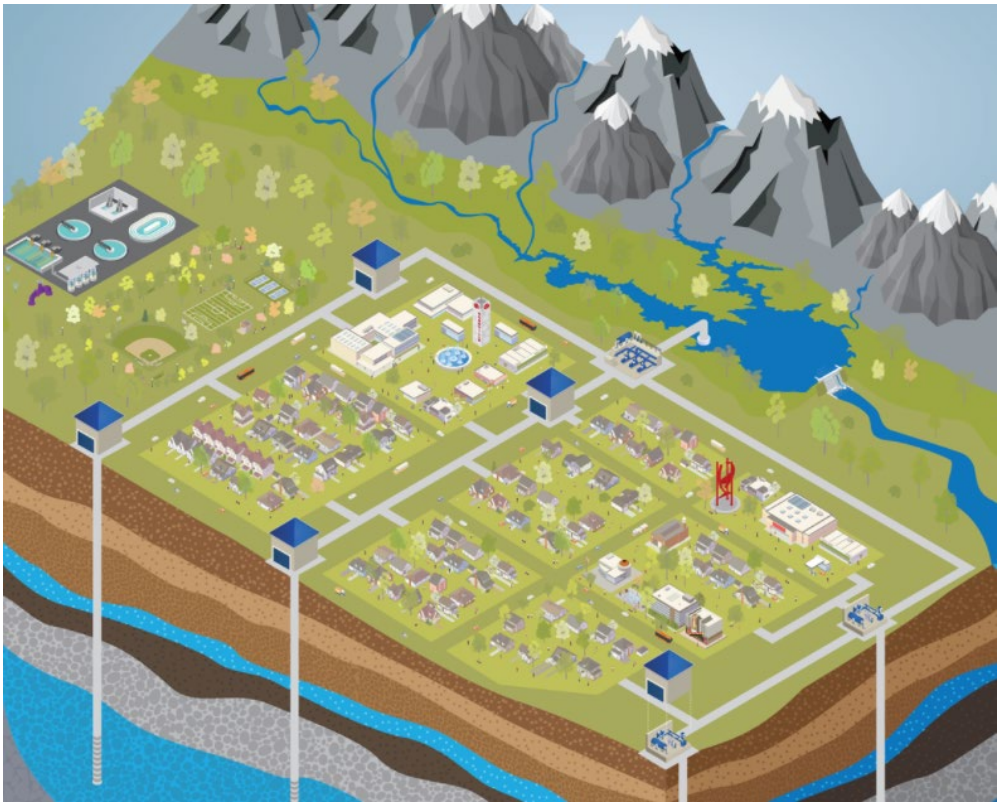


Figure 6-1 Urban Groundwater Infrastructure Schematic

ASR production wells can be used seasonally (i.e. within the water year) or periodically over many years to create a "groundwater bank", storing surface water supplies within the aquifer in times of abundance (wet season or years) for use in times of scarcity (dry season or years). An important component of an ASR Program is to maintain consistent and detailed records of groundwater levels within the aquifer and extraction/injection volumes. This information is used to ensure the groundwater basin is managed sustainably providing water supply reliability benefits while avoiding impacts to the groundwater basin. The City is a committed leader in the region with respect to the development of potential future cooperative water banking and responsible regional resource management.

6.4 Stormwater

At this time, the City does not employ any active stormwater recovery measures. In recent years, the City has invested in studies to determine whether stormwater recapture represents a possible resource for future diversity in groundwater recharge projects. Considerations include water rights, timing and quantity of available runoff, property rights, and water quality, among others. Given the complexity of the issues pertaining to stormwater capture or surface spreading, the City continues to conduct analyses to determine the feasibility of this option in the future.

6.5 Wastewater and Recycled Water

The City currently owns and operates two regional wastewater treatment facilities that treat wastewater flows collected from a combination of the City, South Placer Municipal Utilities District (SPMUD), and some areas of

unincorporated Placer County. This section provides information on wastewater management, as well as its current and potential reuse as a recycled water resource.

6.5.1 Wastewater Collection, Treatment, and Disposal

The South Placer Wastewater Authority (SPWA) was created under a Joint Powers Agreement in October 2000 and is comprised of the City of Roseville, South Placer Municipal Utilities District, and the County of Placer. The SPWA oversees policy for funding regional wastewater infrastructure. The City collaborates with the regional partners on forward planning and best practices for the management of these regional facilities.

The wastewater collection and treatment facilities within the City's service area are maintained and operated by City staff. The wastewater collection facilities outside of the City's service area are maintained by the other SPWA agencies (Placer County and SPMUD). Wastewater outside of the City's service area but within the SPWA Service Area Boundary is conveyed through trunk sewers to the City's wastewater treatment facilities located within the City limits. Metering stations are located at the City's service area boundaries to account for the wastewater entering the City's collection system originating from Placer County and SPMUD collection areas.

The City owns and operates on behalf of the SPWA the Dry Creek Wastewater Treatment Plant (Dry Creek WWTP) and the Pleasant Grove Wastewater Treatment Plant (Pleasant Grove WWTP). Both plants discharge tertiary treated wastewater to surface water. Dry Creek WWTP discharges to Dry Creek while the Pleasant Grove WWTP discharges to Pleasant Grove Creek. The two wastewater treatment plants serve an area that extends beyond the City boundaries.

The Dry Creek WWTP provides tertiary-level wastewater treatment. The treatment consists of screening, grit removal, primary clarification, aeration, nitrification and denitrification, secondary clarification, filtration, and ultraviolet disinfection. Disinfected tertiary-treated wastewater from the Dry Creek WWTP meets Title 22 regulations for full, unrestricted use. The current (2025) average dry weather flow (ADWF) is approximately 8.6 MGD, of which approximately 65%, or 5.6 MGD comes from the City of Roseville.

The plant is currently authorized to discharge up to 18 MGD ADWF into Dry Creek under the Municipal General Order. The Dry Creek WWTP discharge is assigned Municipal General Order enrollee number R5-2023-0025-008 and National Pollutant Discharge Elimination System (NPDES) permit No. CAG585001. Per the California Department of Fish and Wildlife (CDFW), the City is required to discharge four million gallons per day to Dry Creek. The Dry Creek WWTP currently (2025) produces 950 AF/yr of recycled water. A portion of recycled water from Dry Creek is discharged into a gravity line that supplies a school and Morgan Creek Golf Course, both of which are located in Placer County, outside the City's water service area. The remainder of recycled water from the Dry Creek WWTP is pumped into the recycled water distribution system and used within the City's water service area.

The Pleasant Grove WWTP currently (2025) treats approximately 8.49 MGD ADWF with approximately 65% or 5.5 MGD coming from the City of Roseville. The Pleasant Grove WWTP provides disinfected tertiary-level treatment through the process of screening, grit removal, secondary aeration, secondary clarification, filtration, and ultraviolet disinfection. The Pleasant Grove WWTP discharge is assigned Municipal General Order enrollee number R5-2023-0025-006 and National Pollutant Discharge Elimination System Permit No. CAG585001. There are no instream flow requirements for Pleasant Grove Creek.

Disinfected tertiary-treated wastewater from Pleasant Grove WWTP meets Title 22 regulations for full, unrestricted use. The Pleasant Grove WWTP currently (2025) produces approximately 2300 AF/yr of recycled water that is pumped into the recycled water distribution system and used within the City's service area boundary.

Pleasant Grove WWTP underwent construction of a major capital improvement project that began in 2019 and was completed in 2023. The project included an increase in treatment capacity from 9.5 MGD up to 12 MGD. Improvements to the treatment process included the addition of primary clarification, waste activated sludge thickening, and anaerobic digestion. This project represents a significant improvement to the capacity of the Pleasant Grove WWTP with important components of long-term resilience and improved efficiency of the City's utilities.

The project also included important improvements that have benefited the environment and have created renewable energy resources. Methane from the anaerobic digestion is converted to a renewable compressed natural gas (CNG) to fuel the City's growing solid waste fleet and fuel new microturbines that generate electricity for plant usage. The project included a receiving facility for energy-dense wastes to enhance methane production.

As previously described, both treatment plants are regional wastewater facilities and as such, wastewater is generated both inside and outside of the City from a combination of residential and non-residential sources. A summary of the volume of wastewater processed at and discharged from each of the City's wastewater treatment plant in 2025 is provided in DWR Table 6-2 and DWR Table 6-3.

DWR Table 6-2

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area Water Code Section 10633(a)				
100%	Percentage of 2025 service area served by wastewater collection system			
100%	Percentage of 2025 service area population served by wastewater collection system			
Wastewater Collection			**Recipient of Collected Wastewater**	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number	Is WWTP Located Within UWMP Area?
City of Roseville (Dry Creek Wastewater Treatment Plant)	Metered	7,116	Roseville City Master Reclamation Permit, Place ID 239771	Yes
City of Roseville (Pleasant Grove Wastewater Treatment Plant)	Metered	6,838	Roseville City Master Reclamation Permit, Place ID 239771	Yes
Total Wastewater Received from UWMP Service Area in 2025:		13,954		

NOTES: All volumes are in AF. The top row entry reflects Dry Creek WWTP, and the bottom row entry reflects Pleasant Grove WWTP. Both are listed under a single Master Reclamation Permit which is the only option available in the drop-down menu for this table. Approximately 65% of the flow received at Dry Creek WWTP and 65% of the flow received at the Pleasant Grove WWTP originates in the City's water service area.

DWR Table 6-3

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area
Water Code Section 10633(b)

Wastewater Treatment Plant Name and Place ID Number	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area?	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	2025 Outcomes of Treated Wastewater										
				Water Recycled Within UWMP Service Area		Water Recycled Outside of UWMP Service Area		Effluent Discharge that is not a Permitted Recycled Water Use		Required Discharge for Instream Flow		Delivered to Another Entity for Additional Treatment		
				Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Name of other entity
Roseville City Master Reclamation Permit, Place ID 239771	Yes	7,116	10,948	Tertiary	1,012	Tertiary	301	Tertiary	9614	Tertiary	1464		0	
Roseville City Master Reclamation Permit, Place ID 239771	Yes	6,838	10,520	Tertiary	2,445		0	Tertiary	8207		0		0	
Total		13,954	21,468		3,457		301		17,821		1,464		0	

NOTES: All values are in AF. The top row entry reflects Dry Creek WWTP, and the bottom row entry reflects Pleasant Grove WWTP. Both are listed under a single Master Reclamation Permit which is the only option available in the drop-down menu for this table.

6.6 Recycled Water System

6.6.1 Recycled Water Coordination

The City regards recycled water as a valuable resource that is a key component of the City's overall water supply portfolio. The City operates its recycled water system and program in coordination with its regional wastewater partners, including South Placer Municipal Utilities District and Placer County. The City has been successfully irrigating landscaped areas throughout the City and planning recycled water implementation as part of new development surrounding the City. The City prepared the 2025 Recycled Water Systems Evaluation Report (Appendix J) to position the City for implementing the next phases of recycled water projects as new users within the City come online, and as the various UGA's plan for and install recycled water infrastructure.

The City operates the recycled water program though the requirements of Master Reclamation Permit Order 97-147 (Permit). The Permit implements the reclamation criteria of the City's Title 22 disinfected tertiary recycled water. Current uses of recycled water within the City include irrigation of landscapes and golf courses, industrial cooling for the Roseville Energy Park, and construction purposes such as dust control and soil compaction. Recycled water is also conveyed outside the City's water service area for golf course and landscape irrigation.

The City prepared the South Placer Regional Wastewater 2020 Systems Evaluation Report (Appendix K), which delineates the current and projected service area boundary, including Urban Growth Areas expected to be added in the near future as development continues. The report provides baseline and projected characterizations of its regional wastewater and recycled water systems. The Systems Evaluation Report was updated to address newer annexations by the SPWA partner agencies, planning revisions, as well as changes in wastewater characteristics and flows. Recycled water supplies and availability are directly linked to the planning and operation of the wastewater treatment plants and must be managed and planned in coordination. The City and its SPWA partners continue utilizing recycled water supplies to promote responsible water supply management. Beneficial use of available disinfected tertiary treated Title 22 recycled water allows surface water and groundwater supplies to be applied to potable uses.

All agency elements for a reuse program within the City boundary, including land planning, development, wastewater treatment, and water supply, are a part of the City of Roseville government organization.

6.7 Recycled Water Beneficial Uses

The City's recycled water program predominantly serves landscape irrigation customers. The City currently delivers recycled water to golf courses, parks, schools, and many miles of streetscape for landscape irrigation within the City's potable water service area. The City also provides recycled water to a school and a golf course outside of the City's potable water service area. The City delivers recycled water to the Roseville Energy Park, which is owned and operated by the City of Roseville Electric Utility, for industrial cooling purposes. Landscapes at both regional wastewater treatment plants also use recycled water for irrigation purposes. Recycled water can be used for construction purposes such as dust control and soil compaction.

The current and projected direct beneficial uses of recycled water in the City's water service area are shown in DWR Table 6-4.

DWR Table 6-4

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area Water Code Section 10633 (c), (d), (e)									
Name(s) of Facility/ies Producing (Treating) the Recycled Water:			Dry Creek WWTP, Pleasant Grove WWTP						
Name of Supplier Operating the Recycled Water Distribution System:			City of Roseville						
Use Type	**Potable or Non-Potable** (after treatment if treated)	Additional Information	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	**Potential Recycled Water Use**	
								Volume	Narrative page number
Agricultural irrigation	Non-Potable	Parks	5	6	6	7	8	8	
Landscape irrigation (not golf courses)	Non-Potable	Parks	392	456	516	576	636	636	
Landscape irrigation (not golf courses)	Non-Potable	Schools	144	168	190	212	233	233	
Landscape irrigation (not golf courses)	Non-Potable	Streetscape	945	1,101	1,246	1,390	1,534	1,534	
Golf course irrigation	Non-Potable		1,544	1,800	2,035	2,271	2,507	2,507	
Other (Description Required)	Non-Potable	Industrial cooling at Roseville Energy Park	428	499	564	629	695	695	
Other (Description Required)	Non-Potable	Morgan Creek Golf Course	270	314	356	397	438	438	
Other (Description Required)	Non-Potable	Dry Creek School District	31	36	40	45	50	50	
		Subtotal Potable	0	0	0	0	0	0	
		Subtotal Non-Potable	3,758	4,379	4,953	5,527	6,101	6,101	
		Total	3,758	4,379	4,953	5,527	6,101	6,101	0

NOTES: All values are in AF. Values correspond with projections in the 2025 Recycled Water Systems Evaluation for maximum demand, providing a conservative look at potential usage. Roseville's WWTP infrastructure is capable of exceeding the above outlined demands for recycled water production. It's difficult to project the relative timing of usage and supply and so the above values are simply an estimate. Golf course irrigation does not include golf course irrigation outside the City's service area (Morgan Creek Golf Course). Landscape irrigation for schools does not include schools outside of the service area (Dy Creek School District).

The uses listed in DWR Table 6-4 include use of recycled water supply. Recycled water uses represent demands within the City's service area boundary including all approved specific plans. The 4 million gallon per day required discharge to Dry Creek as an instream flow requirement totaling 4,480 AF/yr is not shown in DWR Table 6-4.

A comparison of the 2025 actual use of recycled water to what was projected for use in 2025 in the 2020 UWMP is provided in DWR Table 6-5.

DWR Table 6-5

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual Water Code Section 10633(e)		
Use Type	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Landscape irrigation (not golf courses)	1,446	1,485
Golf course irrigation	1,888	1,544
Industrial use	310	428
Other (Description Required)	378	301
Total	4,022	3,758
NOTES: All values are in AF. Golf course irrigation does not include golf course irrigation outside the City's service area (Morgan Creek Golf Course). Landscape irrigation for schools does not include schools outside of the service area (Dry Creek School District).		

6.8 Actions to Encourage and Optimize Future Recycled Water Use

As of 2025, the peak recycled water production is approximately equal to the peak recycled water demand. For the City to further expand recycled water usage during the irrigation season, additional recycled water must be made available through expansion of operational storage, with the necessary storage volume dependent on projected demand requirements. Therefore, the City will continue to evaluate in-City and regional recycled water demands and consider its ability to develop infrastructure to support recycled water for future projects.

It is the policy of the City that where the use of recycled water is feasible, appropriate, and acceptable to all applicable regulatory agencies, the City will require an owner or customer to use recycled water for approved uses. The City has other methods of encouraging recycled water use including a rate discount and public education. The recycled water rate for customers is currently 64 percent of the potable water rate. The City also implements an extensive public education campaign to educate its customers about the reliability and other benefits of recycled water. Another major benefit to customers of using recycled water is that it can be used reliably in times of drought. In the event the City imposes drought restrictions on uses, such as irrigation and construction, recycled water is exempt from these restrictions. Under certain drought stages, the City would mandate the use of recycled water for construction purposes.

One target of future recycled water use is new development, as stated in DWR Table 6-6. Projections in the 2025 Recycled Water Systems Evaluation report indicate there will be an increase in recycled water use of approximately 2,500 AF over the course of the next 20 years. A major hindrance to expanding use of recycled water in existing developments is lack of infrastructure. Installing new infrastructure in existing areas is exceedingly expensive. The City requires use of recycled water for all commercial irrigation services in newly developed master planned areas. This is feasible because the recycled water infrastructure can be installed as part of the original project. Additionally, the City is considering expanding recycled water distribution to entities both within and outside the potable water service area and is also evaluating potential changes to the Municipal Code that would require “high water users”, such as technology sector data centers, to use available recycled water.

DWR Table 6-6

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use Water Code Section 10633(f)			
6-15	Provide page location of narrative in the UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Developer Agreements	Per City of Roseville development standards, recycled water must be incorporated into future construction.	2025-2045	2,500
		Total (AF)	2,500
		Unit Conversion to AF	2,500
NOTES: Consistent with assumptions elsewhere in the UWMP, the City is assuming buildout would occur in 2045. This projected increased value has been assumed to correlate with 2045. The projected value corresponds with the 2025 Recycled Water System Evaluation Report for estimated maximum projected demand.			

6.9 Desalinated Water Opportunities

There are no opportunities for the development of desalinated water within the City's service area as a future supply source. The City is not located near any bodies of water that would allow for the option.

6.10 Exchanges or Transfers

The City maintains an on-demand treated water system that is used for municipal and industrial purposes. The City maintains direct treated water interties with five surrounding jurisdictions, as described in Section 3.1.6. The City can transfer water between jurisdictions through these interties or access water to supplement its distribution system. These facilities are designed to be used for wheeling water through the service area or for demand shortage assistance.

As a condition of the Water Forum Agreement, the City has entered into a re-operation agreement with PCWA for up to 20,000 AF to be used when Roseville's surface diversion is cut back. In general, the agreement calls for PCWA to release up to an additional 20,000 AF to the American River on an annual basis during time of reduced water availability in the system. This water is to maintain flows in the Lower American River (Nimbus Dam to Sacramento River) and therefore is not available for the City's use. This re-operation water is considered a transfer, although the ultimate user of the water, if any, has not been identified as part of the agreement - only that the water would be marketed when it was identified as available. It is possible there could be multiple users as the water will flow to the Delta and theoretically be available to all Delta water users.

Also, as a condition of the Water Forum Agreement, the City has committed not to take the entire amount of contracted water from the Upper American River. The City currently has 66,000 AF/yr of water available through USBR and PCWA supply contracts and a commitment to take no more than 58,900 AF/yr from the American River Watershed. This maximum will increase as 10,000 AF of additional supplies purchased from PCWA become available. However, there is an opportunity to find a long-term transfer for the foregone 7,100 AF/yr with a user

downstream of the confluence of the American and Sacramento Rivers. The Water Code definitions of short- and long-term conditions are that short-term is considered for a period of one year or less and long-term is for a period of more than one year.

6.11 Supply Management

The City has historically relied primarily on their suite of surface water contracts, supplying high quality water through the City-owned Barton Road Water Treatment Plant, and serving the City's population through gravity flow. In most year types, the City will continue to rely primarily on these supply sources for the bulk of potable water supply. Of these surface water contracts, the City employs supplies through the USBR contract as a first priority each year, pulling secondarily from the PCWA contract as needed. Each year allocations from the USBR are subject to variations in allocation, resulting in potential differences in the duration and quantity of supply pulled from this contract annually.

City Water Utility staff plan to utilize groundwater infrastructure differently in Normal and Dry hydrologic years. In general, Roseville plans to use groundwater infrastructure in accordance with sustainable groundwater management goals and objectives. In a Normal year, the City plans to extract no water other than that which is necessary for regular maintenance of the well infrastructure. In critical drought years, the City may find the need to operate its wells to meet demands when significant impacts are seen to surface water supplies. This is outlined further in Chapter 7. As the City continues to install more ASR and production wells within the next 5 years, and beyond, provisions of the municipal code will be updated to reflect the development of groundwater strategy.

6.12 Future Water Projects

The City has taken a proactive approach to ensuring resource diversity with a focus on surface water contracts, strong groundwater infrastructure, and highly collaborative regional presence in water planning and future conjunctive use. Future water supply project opportunities, including diversifying the purchasing or importing of water, expansion of the City's ASR program, and regional cooperative conjunctive use are discussed in the following sections.

6.12.1 Purchased or Imported Water

In addition to the current contract with PCWA for 34,000 AF/yr of surface water, the City has an agreement with PCWA that allows for up to 11,200 AF or 10 MGD of treated water transfer via interties in an emergency drought condition. This additional 11,200 AF would only be available in the condition that no supplies could be taken from Folsom Reservoir due to a "dead pool" condition, or exposed intake, and if both City and PCWA customers were to achieve 20% conservation.

The City is also exploring future opportunities for water transfers with regional partner agencies in an effort to diversify regional water management strategies in conjunction with responsible groundwater management practices.

6.12.2 Groundwater and ASR Program

The City has historically relied upon groundwater resources only as a backup supply in times of shortage. While this remains true, over the last ten years and in response to lessons learned during the 2015 drought, changing climate conditions, and the overall need for further diversity and reliability of water supply, the City has invested

in efforts to expand its ASR program. The City developed a Groundwater Strategic Plan in an effort to evaluate current infrastructure, potential new well sites, further understand the condition and accessibility of the aquifer within the City's service area boundary, and how groundwater planning would look moving forward. The result of these planning efforts had been the identification of 6 future well sites throughout the City's Pressure Zones 1 and 4, with a heavier emphasis on infrastructure in Pressure Zone 1. Conceptual design and siting have been completed for these future well sites, with exploratory drilling. Two of the 6 wells, Westbrook, No. 9 (rated extraction capacity of 2,500 GPM), and Solaire, No. 18 (rated extraction capacity of 1,800 GMP), were constructed over a two-year period and completed in 2023. Two more wells, Campus Oaks, No. 13, and Misty Wood, No. 19, are currently under construction and are expected to be completed in the Fall of 2026. The City is planning to install the last two wells in this current expansion phase of the ASR Program within the next 5 years. All 6 wells, with their top-side improvements and ASR capability, will enhance flexibility of operations and expand the City's conjunctive use capabilities. For planning purposes, each well in or planned for construction is assumed to extract a nominal 2,000 GPM, with a final production value to be determined upon ASR and production well drilling and development. These 4 future wells are expected to represent a total of 10,000 – 13,000 AF/yr of additional water supplies. The City will be initiating work on updating its Ground Water Strategic Plan to access and develop the next phase of its ASR Program expansion.

Six (6) of the City's seven (7) existing wells have ASR injection capability. The City plans for future wells to also be ASR capable. The expected future known water supply programs are listed in DWR Table 6-7.

DWR Table 6-7

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs Water Code Section 10631(f)							
6-17	Provide page location of narrative in the UWMP						
Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description	**Potable or Non-Potable** (after treatment if treated)	Planned Implementation Year	Planned for Use in Year Type	Expected Increase in Water Supply to Supplier (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					
Regional Conjunctive Use	Yes	Various	Regional water banking and aquifer storage and recovery projects.	Potable	2030	All Year Types	Unknown
Production/ASR Well Program Expansion	Yes		Development of new production wells with ASR capability for emergency supply resilience.	Potable	2030	Single-Dry and Multi-Dry Year	10,000-13,000 AF
PCWA-Roseville Cooperative Water Reliability Project	Yes	PCWA	Partnership with PCWA to optimize and improve existing interties to increase supply transfer volumes and reliability.	Potable	2030-2045		Not Yet Determined
NOTES: The City's groundwater wells are intended for emergency use only, as may be needed in drought conditions.							

6.13 Summary of Existing and Planned Sources of Water

The City's current planned sources of water can be summarized as such:

- The City is currently contracted with USBR and PCWA to purchase 66,000 total AF/yr of American River water diverted from Folsom Reservoir with certain restrictions (see Chapter 7).
- The City maintains groundwater wells for emergency supply. Six of the City's 7 existing active production wells possess ASR capability. The City has plans to expand its ASR Program.
- The City does not currently use storm water as a potable water offset. The City is investigating future opportunities to use stormwater in other beneficial ways.
- The City currently utilizes and has future plans to expand recycled water usage.
- The City neither currently uses nor plans to use desalinated water.
- The City maintains direct treated water interties with five surrounding jurisdictions for use in emergency or water transfer situations.

The actual 2025 water supplies for the City are summarized in DWR Table 6-8 and the future projected water supplies for the City are summarized in DWR Table 6-9.

DWR Table 6-8

Submittal Table 6-8 Retail: Water Supplies — Actual Water Code Section 10631(b)				
Water Supply	Additional Description	**2025**		
		Potable or Non-Potable (after treatment if treated)	Actual Volume (AF)	Total Entitlement (AF)
Purchased or Imported Water	US Bureau of Reclamation	Potable	29,739	32,000
Purchased or Imported Water	Placer County Water Agency	Potable	2,037	34,000
Supply from Storage		Potable	213	0
Groundwater (not desalinated)	City of Roseville owned ASR and production wells, emergency only	Potable	292	as needed, up to 18,700 AF of capacity
Recycled Water	Recycled water produced by City of Roseville WWTPs	Non-Potable	3,758	as needed
		Subtotal Potable	32,280	66,000
		Subtotal Non-Potable	3,758	0
		Total	36,038	66,000

DWR Table 6-9

Submittal Table 6-9 Retail: Water Supplies — Projected
Water Code Section 10631 (b)

Water Supply	Additional Detail on Water Supply	Potable or Non-Potable (after treatment if treated)	Projected Water Supply							
			2030		2035		2040		2045	
			Reasonably Available Volume (AF)	Total Entitlement (AF)	Reasonably Available Volume (AF)	Total Entitlement (AF)	Reasonably Available Volume (AF)	Total Entitlement (AF)	Reasonably Available Volume (AF)	Total Entitlement (AF)
Purchased or Imported Water	USBR - CVP Contract Supply	Potable	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000
Purchased or Imported Water	PCWA - Middle Fork Project Supply	Potable	39,000	27,800	44,000	32,800	44,000	32,800	44,000	32,800
Groundwater (not desalinated)	Groundwater Wells - Emergency Supply Only	Potable	0	29,000	0	29,000	0	29,000	0	29,000
Purchased or Imported Water	PCWA - Emergency Treated Water Transfer[1]	Potable	0	11,200	0	11,200	0	11,200	0	11,200
Recycled Water	South Placer Wastewater Authority	Non-Potable	4,379	0	4,953	0	5,527	0	6,101	0
Other	Water Forum Limitation on American River Supply Diversion	Potable	-7,100	0	-7,100	0	-7,100	0	-7,100	0
Other	Artesian Project Agreement[2]	Potable	-4,460	0	0	0	0	0	0	0
		Subtotal Potable	59,440	100,000	68,900	105,000	68,900	105,000	68,900	105,000
		Subtotal Non-Potable	4,379	0	4,953	0	5,527	0	6,101	0
		Total	63,819	100,000	73,853	105,000	74,427	105,000	75,001	105,000

NOTES: Two supply limitations are shown in the table above to more accurately reflect available supply. Groundwater is used as emergency supply only and therefore are not shown as "reasonably available" but are depicted under available entitlements should they be required in emergency conditions.

[1]Similarly, this PCWA Emergency Treated Water Transfer is only available in the instance that supplies could not be drawn from Folsom Reservoir in a “dead pool” condition and that Roseville customers are implementing significant conservation measures, not in combination with the normal Middle Fork Project supplies. Therefore, in years where the PCWA Emergency Treated Water Transfer is shown, a resulting reduction in the PCWA – Middle Fork Project Supply is shown, as they are not additive. [2] The ARTESIAN Project contract is currently in an initial eight-year cycle that ends in 2032 and has the potential to move beyond that into a four-year contingency phase that would end in 2036.

6.14 Climate Change Impacts to Supply

6.14.1 Local Climate Change Outlook

The City has acknowledged and incorporated lessons learned from the last 15 years of climate related impacts to the reliability of its water supply. Beginning with the extended drought early in the previous decade, culminating with the extreme shortages experienced in 2015, Roseville has seen unprecedented curtailments of water supply and learned how important diversity of sources, diversion locations, and other options become when regular supply is interrupted.

It is expected that regional reductions in Sierra Nevada snowpack may continue and worsen in the coming years, creating uncertainty of surface water supplies – specifically the contract Roseville holds with USBR for 32,000 AF annually which can be curtailed down to 0% depending on each year's hydrologic outcome. Further, in drought years a lack of inflow to Folsom Reservoir can reduce water surface elevations significantly and quickly, with the possibility of exposing the intake facility at the dam, thereby making both the USBR and PCWA surface water contract supplies unavailable to the City.

The City's surface water supplies will be more vulnerable to declining snowpack in coming years, with potential for severe limitations in single dry years as well as periods of persistent drought. Integrating cross-seasonal groundwater management (injecting in times of excess for extraction in times of scarcity) will provide much needed resilience in the face of shifting climate conditions.

With these things in mind, the City has taken steps to strengthen its groundwater infrastructure and work toward a full operational suite of capability including beneficial use (injection) of excess wet season supplies in preparation for seasonal shortages in surface supply should it become necessary. It is important to note that Roseville is not simply planning to draw from the aquifer to offset its surface water contracts during emergencies, but rather that they are making concurrent plans to recharge this aquifer and bank supply before the need arises. It is this type of forward planning that Roseville brings to the regional stage in helping the group of agencies relying on these same supply sources to move toward a more sustainable outlook. Diversity of operations and supply sources allow a more flexible approach to each year's specific hydrologic conditions and water demand.

6.14.2 Regional Climate Studies

In 2020, the American River Basin (Basin) region conducted a climate change study in partnership with local water purveyors and the USBR. The purpose of the American River Basin Study (ARBS or Study), released in August of 2022, was to develop data, tools, analyses, identify supply-demand imbalances, and climate change adaptation strategies specific to the Basin. Under the "new normal" of a changing climate, the ARBS aims to improve the resolution of regional climate change data and to develop regionally specific mitigation and adaptation strategies. As a participant of the study, and service area contained within the Study Area, the following summarizes climate change findings pertinent for the region. More details, along with the approved study, can be found at www.pcwa.net/planning/arbs.

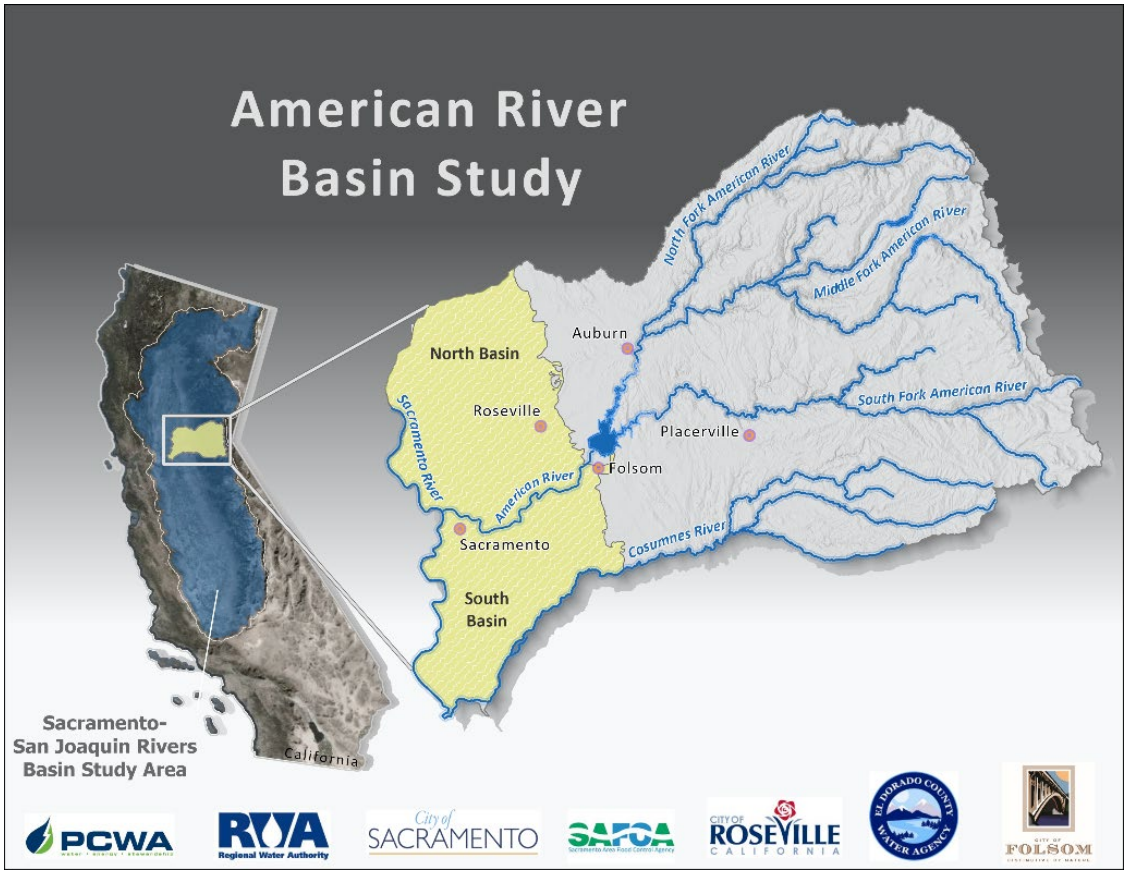


Figure 6-2 American River Basin Study Area

The Study Area is bounded by the Sierra Nevada Mountain range to the east, the Feather and Sacramento rivers to the west, the Bear River to the north, and the Cosumnes River to the south (see Figure 6-2). In addition to the American River Watershed, the Study Area encompasses the North and South American Groundwater Subbasins, and Non-Federal Partners' service areas outside of the American River Watershed.

6.14.3 Projected Future Conditions

Analysis of projected future climate conditions in the American River Basin and development of climate scenarios for the ARBS were based on an ensemble of bias-corrected and spatially downscaled climate projections[2]. This ensemble has been used by the California Water Commission and DWR as the primary source of climate projection information in several recent studies, including the Water Storage Investment Program (WSIP) and California's Fourth Climate Change Assessment (Pierce et.al., 2018). Projected future climate conditions were evaluated and characterized based on the ensemble of downscaled climate projections.

[2] Climate projections were developed using Global Climate Models from the Coupled Model Intercomparison Project Phase 5 (CMIP5) and downscaled using Localized Constructed Analogs (LOCA) method projected and coupled with two future emission scenarios (RCP 4.5 and RCP 8.5) available from Dr. David Pierce at the Scripps Institution of Oceanography.

Hydrology scenarios were used to develop streamflow inputs to CalSim 3.0, a comprehensive water resource model used by the State of California, which was then used to evaluate changes in water supplies, demands, and management throughout the CVP and State Water Project (SWP), including the Study Area. Demands for each water purveyor largely relied upon water purveyor's information provided in Regional Drought Contingency Plan/Regional Water Reliability Plan (RWRP) (Regional Water Authority, 2017) and 2015 UWMPs.

6.14.3.1 Temperature

Surface air temperatures are projected to increase steadily, with average summer temperatures increasing by approximately 7.2 degrees Fahrenheit (°F) by the end of the 21st century (see Figure 6-3), and winter temperatures increasing by 4.9°F. Projections of daily maximum and minimum temperatures suggest similar warming trends during all seasons, with maximum temperatures projected to increase as much as 7.3°F during the summer months.

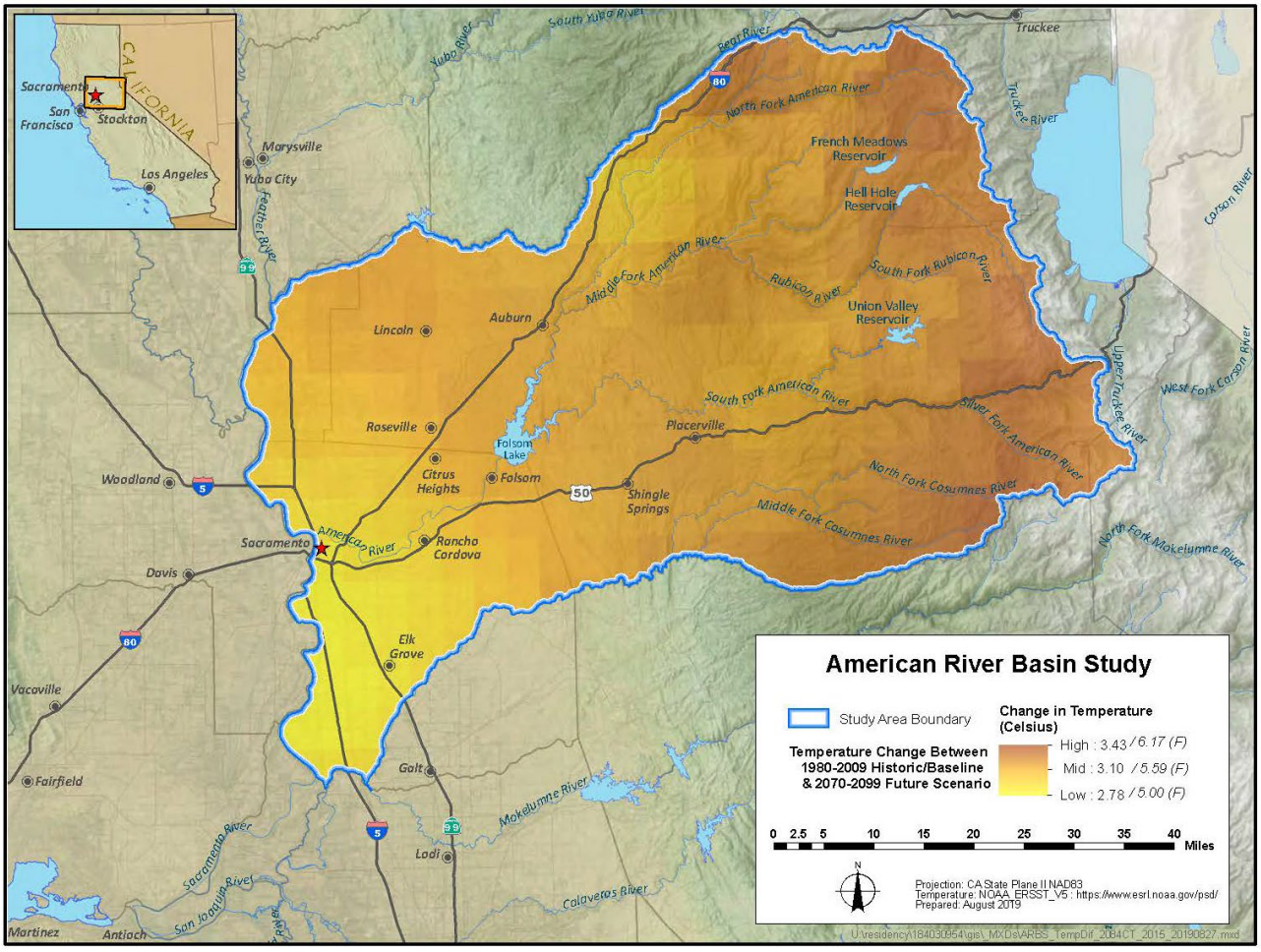


Figure 6-3 Projected Changes in July Temperature between Historical (1980-2009) and End of Century Under Central Tendency Climate Change

6.14.3.2 Precipitation

Annual precipitation projections in the ARBS show no significant trend in the median of change over the 21st century. Many of the available GCM projections show change in precipitation, but there is no consistency in the

magnitude and direction of projected change between models. Approximately half of the projections indicate a minor increase in annual precipitation and half indicate a minor decrease, highlighting the large uncertainty in future precipitation over this region. Although lacking clear trend in projected annual precipitation, by the end of the 21st century the average fall and spring precipitation is expected to decrease, with winter and summer precipitation increasing. Increasing variability is also projected in winter and fall precipitation. A summary of these projections is provided in COR Table 6-C.

COR Table 6-C Projected Change in Precipitation and Temperature Over the American River Basin Study Area Between 1980-2009 and 2070-2099

Season	Percent Change in Basin-Averaged Annual Mean Precipitation (%)	Change in Basin-Averaged Annual Mean Daily Air Temperature (°F)	Change in Annual Mean of Daily Maximum Air Temperature (°F)	Change in Annual Mean of Daily Minimum Air Temperature (°F)
Fall	-6.0	5.8	6.1	5.5
Winter	4.7	4.9	5.0	4.8
Spring	-11.9	5.8	6.3	5.1
Summer	10.4	7.2	7.3	7.0

6.14.3.3 Snowpack

Snow water equivalent (SWE) is a key indicator of water supplies in this region, where runoff is largely influenced by snowmelt. The increasing variability in precipitation combined with increases in surface air temperatures are key drivers in projections of a reduction in annual average SWE. Average SWE is forecasted to decrease by 50-85% across all climate scenarios and future time periods. In addition, areas that accumulate snow above Folsom Reservoir are also projected to have up to a 12-inch decrease in maximum snowpack by end of the century.

6.14.3.4 Evapotranspiration

Potential evapotranspiration (PET) serves as a key indicator of landscape water demands, including consumptive use by evaporation and transpiration from bare soil, water surfaces, native vegetation, and crops. Average annual PET is expected to increase 1.2 to 6.2 inches across all climate scenarios and future time periods. PET is strongly correlated with air temperature and thus expected to increase more under the hot scenarios (HD, HW) than under the warm scenarios (WD, WW).

6.14.3.5 Runoff

Watershed runoff is a direct indicator of local water supply available, as well as to statewide Central Valley Project and State Water Project systems. Climate change projections indicate a pronounced shift in the distribution of runoff from May and June to earlier in the season (December to March), implying a transition in precipitation from snow to rainfall and/or earlier snowmelt and increasing the amount of runoff during the winter months. Peak runoff is expected to shift by more than a month earlier by mid to late century (Figure 6-4). Spring runoff will decrease due to reduced winter snowpack. Similar to the precipitation scenarios, there is large uncertainty in projected runoff where the 'wet' scenarios suggest an increase in annual runoff and the 'dry' scenarios suggest a decrease in annual runoff. The projected changes in basin wide runoff range from an increase of 486 thousand acre-feet (TAF) under the warm-wet scenario to a decrease of 203 TAF under the hot-dry scenario by the end of the century.

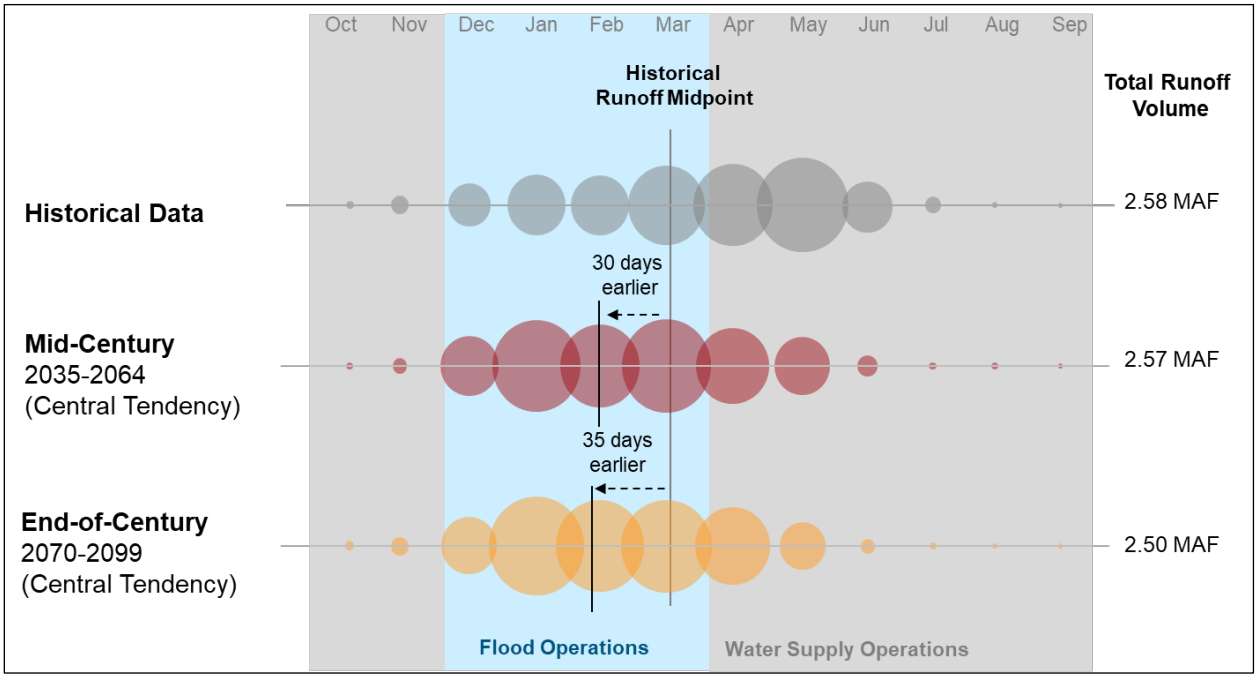


Figure 6-4 Distribution of Average Monthly Runoff for Historical Record (1922-2015) and Future Projections Under Central Tendency Climate Scenario

The change in annual climatic and hydrologic indicators between historical baseline observations (1915 to 2015) and projected future conditions for the ARBS area are listed in COR Table 6-D.

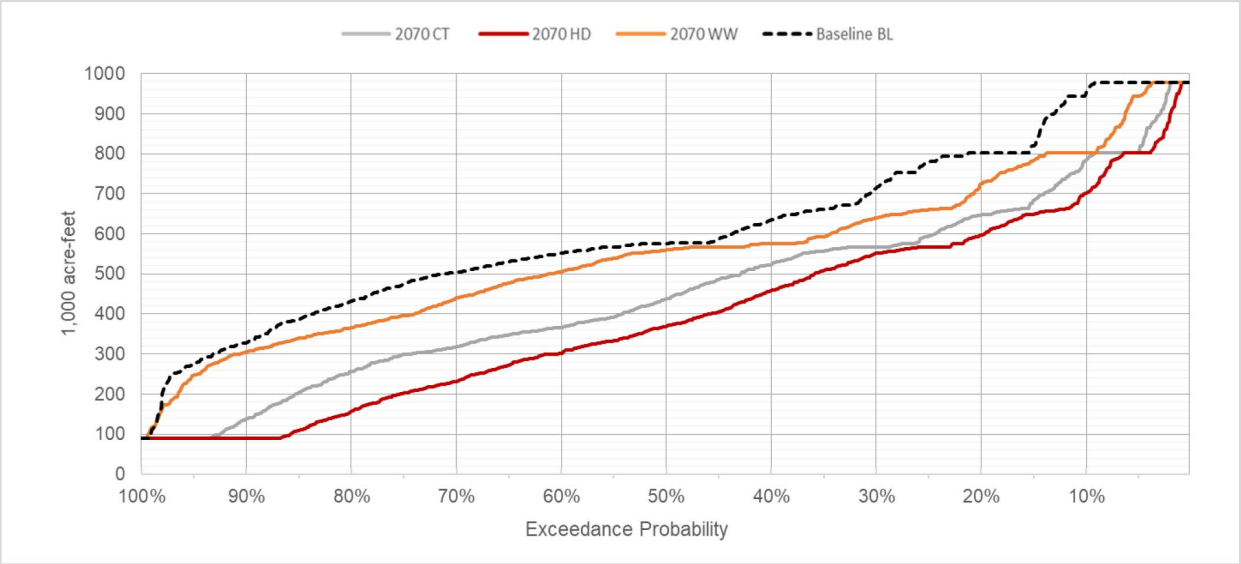
COR Table 6-D Change in Hydrologic Indicators Between Historical Observations and Projected Future Hydrology

Time Period	Climate Scenario	Precip (in)	T_{avg} (°F)	T_{max} (°F)	T_{min} (°F)	PET (in)	SWE_{avg} (in)	SWE_{max} (in)	Runoff (TAF)
1915-2015	Historical Observations	38.2	54.8	67.8	35.6	42.8	1.5	5.7	1,458
2040-2069	Warm-Wet	1.9	4	6.2	1.6	1.6	-0.7	-2.3	701
	Central Tendency	0.1	5	8.1	2.1	2.7	-0.9	-2.8	-2
	Hot-Dry	-2.8	6.2	10.4	2.7	3.7	-1.1	-3.4	-206
2055-2084	Warm-Wet	3.8	4.7	7.4	2	2	-0.8	-2.5	199
	Central Tendency	-1.1	6.3	11.1	2.6	4.1	-1.08	-3.5	-93
	Hot-Dry	-3.4	7.9	13.3	3.7	5	-1.2	-3.8	-185
2070-2099	Warm-Wet	7	5.4	8.3	2.5	1.8	-0.9	-2.9	486
	Central Tendency	-0.6	6.5	11	2.8	3.9	-1	-3.3	-54
	Hot-Dry	-4.6	8.9	15.7	4.1	6.2	-1.3	-4.3	-203

6.14.4 Water Supply Reliability

Changing climate conditions in the Sierra Nevada Mountains threaten the volume of water stored in the snowpack and the timing of runoff entering Folsom Reservoir. Consequently, they can also affect the critical role of Folsom Reservoir in the CVP Operations. Reliance on Folsom Reservoir is expected to increase commensurate with the impact of sea level rise on salinity in the Delta. Modeling of these factors has illustrated that, without operational

adjustments, Folsom Reservoir is projected to have lower end of conservation season (end of September) storage levels and approach "dead pool" more often under most future climate scenarios (see Figure 6-5). Similarly, increased early season runoff would increase flood risks along the Lower American River, leaving less water in the upper watershed available during water supply operations.



Key:
Baseline BL = Historic Conditions, 2070 CT = Central Tendency 2070 Climate Scenario, HD = Hot-Dry 2070 Climate Scenario, WW = Warm-Wet 2070 Climate Scenario

Figure 6-5 Exceedance Plot of Folsom Reservoir Storage (end of September) Under Future Climate Change

Under the 2070 level of development, the ARBS projects a supply-demand imbalance of 63 to 78 TAF/year in the Upper Basin (or Foothills Area) without further conservation or management actions. In the Lower Basin, groundwater extraction is expected to increase by 62 to 155 TAF/year to offset the projected imbalance, which would affect groundwater sustainability.

Based on the water supply and demand imbalance results, the region's water supply reliability has vulnerabilities. The ARBS assessed several adaptation portfolios for addressing the range of vulnerabilities and future supply-demand imbalances for the Study Area for regional benefits. Portfolios analyzed were:

1. Foundational Institutions
2. No Assurances for Long-term CVP Water Contract
3. Alder Creek Storage and Conservation Project
4. Sacramento River Diversion Project
5. Federally Recognized Groundwater Bank (North and South Basin)
6. Folsom Dam Raise with Groundwater Banking (South Basin)
7. Modified Flow Management Standard

The seven formulated adaptation portfolios were quantitatively evaluated using CalSim 3 to alleviate supply-demand imbalances and benefits to the region. The Study's intent was not focused on individual water-supplier's portfolio, but rather how the region could plan to increase regional reliability. The precise composition, scale,

operations, partnerships, funding, and governance to advance these project concepts will require further evaluations and coordination among Basin interests, including USBR, DWR, and SWRCB.

While climate change does have an impact on the basin, impacts are largely seen closer to the end of the century, and not within the timeline of the UWMP. Through proactive adaptation management actions, the Study highlights ways for the region to alleviate climate change impacts by the end of century. Therefore, in consideration of the timeline of the UWMP, the City of Roseville does not reflect any climate change impacts in supply and demand scenarios within this Plan.

6.15 Energy Intensity

A requirement of the CWC, pursuant to 10631.2. (a), is that suppliers must include information that can be used to calculate energy intensity of their water service. Typically, a large portion of energy consumed in municipalities is dedicated to the conveyance, treatment, distribution, and storage of water. Maintaining water systems involves numerous pumps, motors, and other equipment which run for most or all hours of the day year-round. Because the water operations consume a significant amount of energy, these facilities can be a substantial contributor to greenhouse gas emissions in communities. Understanding how much energy is consumed at the City's various facilities is critical to ensure that the City is mindfully and efficiently utilizing energy resources.

An analysis of the energy intensity, which is the amount of energy consumed per volume of potable water supplied, is provided in COR Table 6-E.

COR Table 6-E Energy Intensity Reporting

Start Date for Reporting Period	1/1/2025	Sum of Water Management Processes
End Date	12/31/2025	
Volume of Water Entering Process (AF)		31,893
Energy Consumed (kWh)		2,837,698
Energy Intensity (kWh/AF)		88.98
NOTES: Values include only water management processes that are under the City's operational control.		

The City treats and distributes the majority of its potable supply with the significant aid of gravity flow, from Folsom through the WTP and out into the distribution network throughout the City's service area. Data collected to support the analysis included in COR Table 6-E were primarily sourced from energy consumption billing data for the City's conveyance, treatment, distribution, and storage facilities for potable water. Where data was not available, estimates were made based upon similar facilities as well as calculations proportionate to the volume of water involved in the facility process. Some of the City's conveyance or distribution facilities do not have power sources or are owned by the adjacent utility and therefore do not represent consumption included in the calculation above.

Chapter 7 Water Service Reliability and Drought Risk Assessment

This chapter describes the long-term reliability of the City's water supply portfolio in all hydrologic year types through the year 2045. The City's existing and planned water management strategies and options for increasing the reliability of water supplies are also addressed. Shorter term reliability planning that may require immediate action, such as drought or a catastrophic supply interruption, is addressed in the Water Shortage Contingency Plan.

7.1 Constraints on Water Sources

This section addresses potential legal, environmental, water quality, and climatic effects on the reliability of water supply sources through the year 2045.

7.1.1 Legal Constraints

The City does not anticipate legal factors to affect the reliability of recycled water or purchased water supply within the planning horizon of this UWMP.

As of late 2025, the legal constraints governing groundwater in Roseville are primarily defined by the Sustainable Groundwater Management Act (SGMA). While the North American Subbasin is not currently adjudicated—meaning no court-mandated pumping limits exist—it is strictly regulated under the Groundwater Sustainability Plan (GSP) approved by the California Department of Water Resources (DWR) in 2023. The West Placer Groundwater Sustainability Agency (WPGSA) holds the legal authority to monitor well levels, impose fees, and limit extractions to prevent "undesirable results," such as land subsidence or chronic depletion. Currently, the City is fulfilling its legal mandate by participating in the subbasin's first five-year periodic evaluation, with a finalized update due to the state in January 2027. This evaluation focuses on refining Sustainable Management Criteria (SMC) – the specific legal thresholds for water levels and quality – and addressing DWR's recommended corrective actions. To remain compliant with these sustainability goals, Roseville utilizes its Aquifer Storage and Recovery (ASR) program as a regulated "water bank" to stabilize the aquifer, ensuring the subbasin stays on the legally required path to full sustainability by 2042.

7.1.2 Water Quality Constraints

The City's water supply portfolio consists of high-quality surface water, recycled water, and groundwater resources. In some areas of the City, iron and manganese can be found in native groundwater at concentrations both above and below the secondary taste and odor maximum contaminant level (MCL) established for these constituents. The City monitors groundwater quality closely, to ensure water provided for potable use does not exceed these standards.

7.1.3 Physical Constraints

The physical constraints of recycled water, surface water, and groundwater are discussed in the following sections.

7.1.3.1 Recycled Water

Recycled water is physically constrained by flows into the City's wastewater treatment plants and the resulting outflow of treated water. It is therefore seasonally available in higher quantities when demands are lowest during the wet season. The distribution network of "purple pipe" is also a physical constraint for this supply source, as it

only exists in the western portion of the City. Access to recycled water and its availability to offset potable needs are therefore limited by physical access to this pipe network.

7.1.3.2 Surface Water

The City has identified its Folsom Reservoir intake as a likely physical constraint on current surface water supplies. Both of the City's primary surface water contract supplies are received through this point of diversion, making it a critical facility for the reliability of Roseville's surface water supply. If the water level of Folsom Reservoir were to drop close to or below the intake elevation as it nearly did in 2015 (referred to as the "dead pool" condition) the City would not be able to divert water without additional infrastructure. The City is also able to receive supply through interties in emergency conditions; however, the WTP represents the primary diversion point. As a result of this vulnerability and lessons learned in the 2015 drought year when the "dead pool" condition became a real possibility, the City has continued to explore cooperative efforts with Folsom diversion and operation partners to duplicate or lower the intake facility to alleviate this concern. The City recently added the Woodcreek intertie with PCWA to their system and is continuing to examine options for alternate diversion points to increase reliability of physical water supply access.

The capacities of the Folsom Dam diversion, Roseville Water Treatment Plant, and distribution systems are sufficient to divert, treat, and convey the projected surface water demands. A 150 cubic feet per second (cfs) capacity limitation at the USBR pumping plant, which was agreed to based on recent pumping plant improvements, is sufficient to provide water to meet the City's needs.

7.1.3.3 Groundwater

The physical constraints on the current groundwater supply are the pumping capacities of existing wells. The total pumping capacities from all the seven wells are about 14,450 GPM, approximately 20.8 MGD. In this current phase of the ASR Program expansion, the City plans to install 4 additional wells by 2030 to provide additional groundwater supplies. Currently, the City plans to design and construct all new wells with ASR capability to allow for greater groundwater banking and extraction capability throughout seasonal variations in surface water supply availability. Many of these planned well sites have been reassessed and relocated to areas of the City with more advantageous groundwater conditions as well as hydraulics with respect to the distribution network. Installation of wells higher in the hydraulic grade of the system will allow for a greater downstream sphere of influence for this infrastructure and more flexible system operation in times of reliance on groundwater. The City will also embark on an update to its Ground Water Strategic Plan that will lay out the road map for the potential future expansion of its ASR Program.

7.1.4 Other Constraints

Aside from legal and physical constraints, several other considerations affect the availability and reliability of Roseville's water supply portfolio. The City's purchased surface water supply is subject to reductions during dry years (seasonal and climatic shortages) pursuant to the Water Forum Agreement (WFA), the USBR Operations Criteria and Plan (OCAP), and the Central Valley Project Municipal and Industrial Water Shortage Policy (CVP M&I WSP), as well as the new ARTESIAN Project Agreement. These agreements and programs are discussed in greater detail in the following subsections.

7.1.4.1 Sacramento Water Forum Agreement

The Sacramento Water Forum is a diverse group of business and agricultural leaders, citizen groups, and environmentalists, water managers, and local governments working together to balance two co-equal objectives:

1. Provide a reliable and safe water supply for the Sacramento region's long-term growth and economic health.
2. Preserve the fishery, wildlife, recreational and aesthetic values of the Lower American River.

The City, along with several other Sacramento-area water suppliers are signatory to the January 2000 Water Forum Agreement (WFA) which includes Purveyor Specific Agreements, with the most recent revisions to these agreements in 2015. The WFA provides the framework for how water resources, including surface water and groundwater supplies, would be used in the region through the year 2030. The City's Purveyor Specific Agreement includes limitations on City surface water diversions from the American River under various hydrologic conditions. The Water Forum categorized water years into three types, all of which are defined in terms of the projected March through November unimpaired flow into Folsom Reservoir. These hydrologic year types are as follows in COR Table 7-A.

COR Table 7-A Water Forum Agreement Hydrologic Year Types

Year Type	Unimpaired Flow into Folsom Reservoir
Normal/Average or Wet Year	Greater than or equal to 950,000 AF
Drier Year	Between 400,000 and 950,000 AF
Driest/Critically Dry Year	Less than 400,000 AF

Although Roseville's water contract entitlements total 66,000 AF/yr, the City's diversions from the American River are limited by the WFA in normal/wet years, drier, and driest years. In normal/wet years, the City has historically agreed to limit surface water diversions from the American River to 58,900 AF/yr. In driest or critically dry years, the maximum diversion from the American River has been limited to 39,800 AF/yr. In drier years, the City has diverted an amount between 39,800 and 58,900 AF/yr from the American River, calculated linearly depending on the unimpaired flow into Folsom Reservoir. As outlined in previous chapters, the City's supply contract with PCWA received through Folsom Reservoir has recently increased to 34,000 AF with planned subsequent increases to39,000 and 44,000 AF in 2030 and 2035, respectively. This has the effect of a proportional increase in the above limitations on diversions from the American River. Figure 7-1 depicts this change in the applicability of the WFA limitations over time.

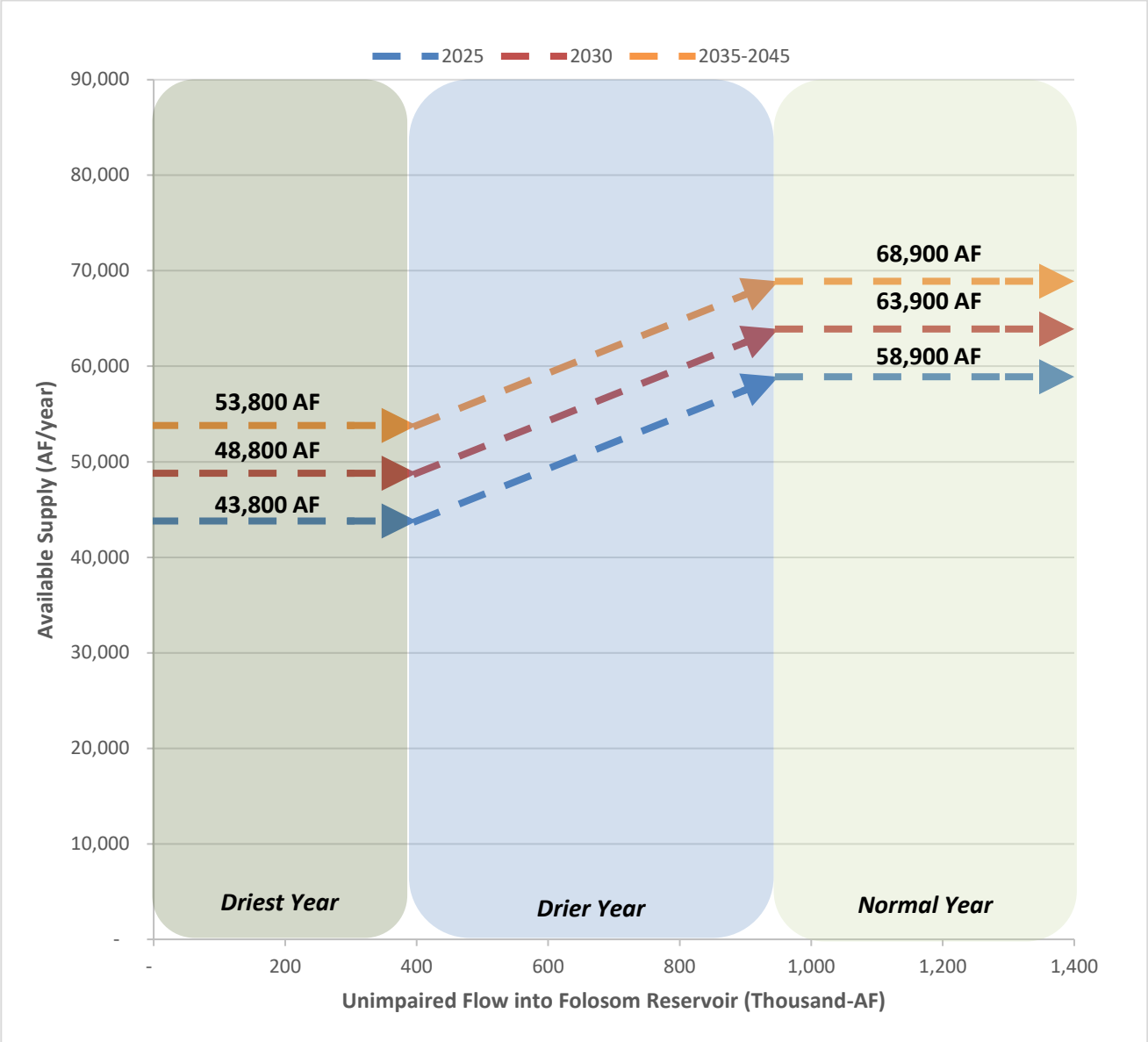


Figure 7-1 Water Forum Agreement Supply Limitations

During drier and driest years, the City also has an agreement with PCWA to release an additional 20,000 AF/yr of water down the American River on the City's behalf through re-operation of PCWA's American River Middle Fork Project (MFP). This 20,000 AF/yr of water is not part of the City's contracted supply of 66,000 AF/yr. The intent of the MFP re-operational releases during drier and driest years is to mitigate environmental impacts resulting from increased diversions above 1995 baseline levels.

7.1.4.2 USBR Operations Criteria and Plan

In addition to the WFA, the City's USBR water is also subject to restrictions as detailed in the 2004 Long Term Central Valley Project Operations and Criteria Plan (location on USBR's website). Chapter 5 of the OCAP entitled "Operations Forecasting" states that CVP allocations can be affected by:

- Forecasted reservoir inflows and Central Valley hydrologic water supply;
- Current amounts of storage in upstream reservoirs and in San Luis Reservoir;
- Projected water demands in the Sacramento Valley;
- Instream and Delta regulatory requirements;
- Annual management of 3406(b)(2) resources (related to fish and wildlife); and/or
- Efficient use of CVP-SWP export capacity through Joint Point of Diversion flexibility.

The OCAP includes a requirement that contractors be informed by USBR no later than February 15 of any possible deficiency in supplies that year. Since 1992, increasing constraints placed on operations by legislative and ESA requirements have made water delivery to CVP contractors more difficult, with recent drought conditions further impacting deliveries. Additionally, it is important to note that the City's USBR water deliveries may be curtailed purely based on downstream Delta conditions, irrespective of available upstream supply.

7.1.4.3 Central Valley Project Municipal and Industrial Water Shortage Policy

Upon a Condition of Shortage as determined by the OCAP, the CVP M&I WSP details the "incremental steps" by which available M&I water supply is allocated to the CVP water service contractors. From the November 2015 USBR news release, elements of the CVP M&I WSP include:

- Define water shortage terms and conditions for applicable CVP water service contractors, as appropriate.
- Determine the quantity of water made available to CVP water service contractors that, together with the M&I water service contractors' drought water conservation measures and other non-CVP water supplies, would assist the M&I water service contractors in their efforts to protect public health and safety during severe or continuing drought.
- Provide information to CVP water service contractors for their use in water supply planning and development of drought contingency plans.

The Final Environmental Impact Statement (EIS) describes the existing setting, alternatives for future operations under the CVP M&I WSP, and potential environmental impacts of each alternative. USBR selected Alternative 4, the Preferred Alternative, which comprises the Updated CVP M&I Water Shortage Policy developed by USBR with stakeholder input received during preparation of the Final EIS.

This decision will give USBR the greatest degree of flexibility to address CVP water service contractors' needs during a Condition of Shortage while recognizing that CVP deliveries are subject to the amount of CVP water available. The Updated CVP M&I WSP also provides clarity to the terms, conditions, and procedures of the CVP M&I WSP. A copy of the November 2015 Final Record of Decision is included in Appendix L.

7.2 Water Supply Reliability Assessment

This section addresses the reliability of the City's water supply in average, single dry, and multiple dry water years. The City uses the following water year definitions from the DWR 2025 Guidebook:

COR Table 7-B Reliability Assessment Year Type Characterization

Year Type	Description
Average or Normal Year	A single year or averaged range of years that most closely represents the average water supply available to the Supplier. The City estimates this as a year with a USBR allocation of 100%.
Single Dry Year	The year that represents the lowest water supply available to the Supplier. The City estimates this as a year with a USBR allocation of 25%.
Five Consecutive Year Drought	The driest five-year historical sequence for the supplier. [1]The City has represented this condition with a series of years in which the City receives USBR allocations of 75%, 50%, 25%, 25%, and 0%.
NOTES: [1]In this case, the City has elected to model a more severe five consecutive year drought than has historically occurred to facilitate the most robust forward planning.	

The reliability of the potable and recycled water supplies is discussed in the following sections and are compared to the projected potable and recycled water demand.

7.2.1 Potable Water Supply and Demand Assessment

This section provides an assessment of the City's expected water supply and demand for Normal Year, Single Dry Year, and Five Consecutive Year Drought scenarios, based on data available at the time of publication of this UWMP, and discusses the City plans to mitigate potential supply deficits.

The City has modeled the following year types according to historical USBR allocations which have the greatest degree of variability and impact to Roseville's supply portfolio each year. Although it is straightforward to select representative years for Normal and Single Dry, in the case of extended drought, the City has elected to analyze a more extreme sequence of USBR allocations than have actually occurred, ending with a "dead pool" scenario which has never occurred. Climate change trends make conditions such as the "dead pool" scenario more likely, which is why the City is analyzing it. This approach to the analysis is intended to be conservative and proactive given the real risk of restricted Bureau supply. The City established the following to guide this assessment:

- **Average or Normal Year:** 100% of accessible supplies are available.
- **Single Dry Year:** Lowest available supply with access to Folsom Reservoir; accessible supplies with all extreme dry year curtailments applied.
- **Five Consecutive Year Drought:** A sequence of increasingly reduced USBR allocations, culminating in a "dead pool" condition with no availability of USBR supplies or PCWA surface water supplies.

Quantification of available supplies will be thoroughly modeled in COR Table 7-D.

The City intends to use their groundwater supply only in emergency supply conditions, augmenting available supply where needed and only to the extent necessary. Under Normal Year conditions, the City does not intend to extract groundwater supplies, except for well maintenance activities, during which any volume pumped is returned to the aquifer. The City may also inject excess surface water supplies when available, resulting in a net benefit to groundwater storage. However, in a Single Dry Year or multi-year drought condition, the City will utilize their groundwater when necessary to meet demand. These assumptions and the resulting groundwater availability by year type are outlined in COR Table 7-C.

COR Table 7-C Groundwater Supply Availability by Year Type

Ground Water Supplies and Management by Year Type						
Well Data[1]	Operational Production and ASR Wells	7	11	11	11	11
	Total Annual Extraction Capacity	23,300	36,200	36,200	36,200	36,200
	Total Annual Injection Capacity	10,500	17,000	17,000	17,000	17,000
Year Type	**Assumptions**	**2025**	**2030**	**2035**	**2040**	**Buildout**
Normal	In a Normal Year, the City would typically inject and avoid extraction. The injection window is estimated to be between **3 months and 9 months** at **80% capacity** to allow for maintenance. Injection would typically be possible during the wet season when additional volume might be available.	(193)	(3,360-10,080)	(3,360-10,080)	(3,360-10,080)	(3,360-10,080)
Single Dry	In a Single Dry Year, the City would expect to pump **as needed** at **80% capacity** to allow for 20% down time for maintenance. Additional demand is included in the Single Dry Year as it is assumed to be a "call-year" for the ARTESIAN grant commitment.	0	19,629	21,664	23,511	24,979
Years 3 and 4 of a Multi-Year Drought	In the 3rd and 4th year of a 5 -Year Drought, the City would expect to pump **as needed** at **80% capacity** to allow for 20% down time for maintenance.	0	15,169	17,204	19,051	20,519
Year 5 of a Multi-Year Drought	In the 5th year of a 5 -Year Drought, the City would expect to pump at **full 80% capacity** to allow for 20% down time for maintenance.	18,700	29,000	29,000	29,000	29,000

NOTES: All values are in AF. Numbers shown in (parentheses) above are understood to be negative in value as they represent injection values not extraction.
[1]Well Data represents the total rated extraction and injection capacities of all operational wells in that year.

The number of operational production and ASR wells is projected to increase from 7 in 2025 to 11 by 2030, increasing total annual extraction capacity from 23,300 AF to 36,200 AF and total annual injection capacity from 10,500 AF to 17,000 AF. Extraction (pumping) rates are assumed at approximately 80 percent of total rated capacity to allow for maintenance. Injection rates are assumed to be 50 percent of extraction rates. Under Normal Year conditions, the City does not rely on groundwater extraction and instead prioritizes aquifer recharge, with injection occurring primarily during the wet season over a 3-to-9-month window; with net injection volumes ranging from approximately 3,360 to 10,080 AF annually. In a Single Dry Year, groundwater extraction is utilized as necessary, shown as projected supply augmentation in DWR Table 7-3. Similarly, in the third and fourth years of a multi-year drought, extraction provides additional supply shown as the projected supply augmentation in DWR Table 7-4 and DWR Table 7-5. By the fifth year of a prolonged drought, the City maximizes groundwater production, operating continuously at the assumed 80 percent capacity, producing 18,700 AF in 2025 and 29,000 AF from 2030 through buildout. Production and ASR well development is further characterized in Appendix S.

The availability of total water supply from each source by hydrologic year type is outlined in COR Table 7-D.

COR Table 7-D Potable Supply Availability by Year Type

Potable Water Supply Availability by Source and Hydrologic Year Type					
Supply Source	**2025 (current)**	**2030**	**2035**	**2040**	**2045**
NORMAL WATER YEAR[1]					
USBR	32,000	32,000	32,000	32,000	32,000
PCWA	34,000	39,000	44,000	44,000	44,000
PCWA Emergency	n/a	n/a	n/a	n/a	n/a
Water Forum Limitation	-7,100	-7,100	-7,100	-7,100	-7,100
Groundwater	0	0	0	0	0
Total Available Supply	58,900	63,900	68,900	68,900	68,900
SINGLE DRY YEAR[2]					
USBR	8,000	8,000	8,000	8,000	8,000
PCWA	25,540	25,540	25,540	25,540	25,540
PCWA Emergency	n/a	n/a	n/a	n/a	n/a
Water Forum Limitation	0	0	0	0	0
Groundwater	0	19,629	21,664	23,511	24,979
Total Available Supply	33,540	53,169	55,204	57,051	58,519
FIVE CONSECUTIVE YEAR DROUGHT - YEAR 1[3]					
USBR	24,000	24,000	24,000	24,000	24,000
PCWA	34,000	39,000	44,000	44,000	44,000
PCWA Emergency	n/a	n/a	n/a	n/a	n/a
Water Forum Limitation	0	0	0	0	0
Groundwater	0	0	0	0	0
Total Available Supply	58,000	63,000	68,000	68,000	68,000
FIVE CONSECUTIVE YEAR DROUGHT - YEAR 2[4]					
USBR	16,000	16,000	16,000	16,000	16,000
PCWA	34,000	39,000	44,000	44,000	44,000
PCWA Emergency	n/a	n/a	n/a	n/a	n/a
Water Forum Limitation	0	0	0	0	0
Groundwater	0	0	0	0	0
Total Available Supply	50,000	55,000	60,000	60,000	60,000
FIVE CONSECUTIVE YEAR DROUGHT - YEAR 3[5]					
USBR	8,000	8,000	8,000	8,000	8,000
PCWA	30,000	30,000	30,000	30,000	30,000
PCWA Emergency	n/a	n/a	n/a	n/a	n/a
Water Forum Limitation	0	0	0	0	0
Groundwater	0	15,169	17,204	19,051	20,519
Total Available Supply	38,000	53,169	55,204	57,051	58,519
FIVE CONSECUTIVE YEAR DROUGHT - YEAR 4[6]					
USBR	8,000	8,000	8,000	8,000	8,000
PCWA	30,000	30,000	30,000	30,000	30,000
PCWA Emergency	n/a	n/a	n/a	n/a	n/a
Water Forum Limitation	0	0	0	0	0
Groundwater	0	15,169	17,204	19,051	20,519
Total Available Supply	38,000	53,169	55,204	57,051	58,519
FIVE CONSECUTIVE YEAR DROUGHT - YEAR 5[7]					
USBR	0	0	0	0	0
PCWA	0	0	0	0	0
PCWA Emergency	11,200	11,200	11,200	11,200	11,200
Water Forum Limitation	0	0	0	0	0
Groundwater	18,700	29,000	29,000	29,000	29,000
Total Available Supply	29,900	40,200	40,200	40,200	40,200

NOTES: Groundwater is more significantly relied on in single dry years and years 3, 4, and 5 of a five consecutive year drought condition. Recycled water is included in this analysis with equal values on the demand and supply sides as it can be produced to meet the full amount of demand. All values are in AF.

Potable Water Supply Availability by Source and Hydrologic Year Type
[1] Normal Year defined by a 100% USBR allocation and full allotment from PCWA. [2] Single Dry Year defined by a 25% USBR allocation, 30,000 AF from PCWA, and a "call year" for the ARTESIAN Project requiring a 4,460 AF groundwater offset from surface supplies. [3] Five Year Drought – Year 1 defined by a 75% USBR allocation and full allotment from PCWA. [4] Five Year Drought – Year 2 defined by a 50% USBR allocation and full allotment from PCWA. [5] Five Year Drought – Year 3 defined by a 25% USBR allocation and 30,000AF from PCWA. [6] Five Year Drought – Year 4 defined by a 25% USBR allocation and 30,000AF from PCWA. [7] Five Year Drought – Year 5 defined by a 0% USBR allocation, and 0 AF of raw water supply from PCWA. This is otherwise known as the "dead pool condition" and represents a severe drought that renders the diversion point at Folsom Reservoir unusable. In this instance, PCWA Emergency supply of 11,200 AF of treated water via intertie would become available contingent upon both PCWA and Roseville customers attaining 20% conservation, and the City would utilize groundwater to the greatest extent possible.

7.2.2 Comparison of Supply and Demand

A comparison of projected water supply and demand during Normal, Single Dry, and Five Consecutive Year Drought conditions are included in DWR Table 7-2, DWR Table 7-3, DWR Table 7-4, and DWR Table 7-5. It is important to note that in all scenarios shown in these tables, Normal Year demands are shown without reflecting any of the passive conservation the City typically observes. No specific conservation effort to reduce demands in a drought year have been shown in these tables in order to depict the most conservative comparison of supply and demand in these year types. As shown, there is an adequate water supply in all normal years. In single dry years and in certain multiple dry years, water supply deficits may occur, and so groundwater is used to augment supply and make up the difference. In Year Five of the consecutive drought, modeling the "dead pool" condition, all available supplies are not sufficient to meet unconstrained demand, and so conservation measures will be required to balance the shortage.

7.2.3 Recycled Water Supply and Demand Comparison

The City's recycled water supply is an important resource as it is considered to be 100% reliable in all water year types. Recycled water supply has been set equal to the projected recycled water demand in these analyses because showing a surplus recycled water supply would mask potential potable water shortages. Hence, recycled water quantities are not included in supply and demand totals since the ultimate difference for those quantities is 0.

7.2.4 Total Water Supply and Demand Comparison

A comparison of projected total (potable and recycled) water supply and demand during a normal water year is included in DWR Table 7-2. As shown, there is an adequate water supply in normal years to meet demands through 2045.

DWR Table 7-2 NORMAL YEAR

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison Water Code Section 10635 (a)				
	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Supply totals[1]	63,819	73,853	74,427	75,001
Use totals[2]	60,908	63,517	65,937	67,980
Surplus/(shortfall)	2,911	10,336	8,489	7,021

NOTES: All values are in AF. Recycled water is included on both the supply and demand sides of this calculation, in equal values that have no ultimate effect on the shortage analysis. Recycled water is produced in quantities that match current demand, as shown in DWR Table 6-4 and DWR Table 6-9.
[1]Supply Totals shown above are found in the Reasonably Available Volume column in DWR Table 6-9. Groundwater is not included here as the City will only use groundwater in drought conditions.
[2]Use Totals shown above represent "Demand" Totals and are found in DWR Table 4-2, including groundwater recharge in this year type.

A comparison of projected water supply and demand during a Single Dry Year is included in DWR Table 7-3.

DWR Table 7-3 SINGLE DRY YEAR

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison Water Code Section 10635(a)				
	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Supply totals[1]	37,919	38,493	39,067	39,641
Use totals[2]	57,548	60,157	62,577	64,620
Surplus/(shortfall)	(19,629)	(21,664)	(23,511)	(24,979)
Planned WSCP Actions				
WSCP - supply augmentation benefit[3]	19,629	21,664	23,511	24,979
WSCP - use reduction savings benefit	0	0	0	0
Revised Surplus/(shortfall)	0	0	0	0

NOTES: All values are in AF. Recycled water is included on both the supply and demand sides of this calculation, in equal values that have no ultimate effect on the shortage analysis. Recycled water is produced in quantities that match current demand, as shown in DWR Table 6-4 and DWR Table 6-9.
[1]Supply Totals represent the Single Dry Year Total Available Supplies from COR Table 7-D, without groundwater as groundwater is shown separately as a Supply Augmentation, plus recycled water totals from DWR Table 6-4.
[2]Use Totals shown above represent DWR Table 4-2 "Demand" Totals. It is assumed that no groundwater recharge demand would apply in drought years.
[3]Supply Augmentation equates to the use of groundwater applied in the required amount to satisfy demand.

A comparison of projected water supply and demand during a Five Consecutive Year Drought in the long term is included in DWR Table 7-4.

DWR Table 7-4 LONG TERM FIVE CONSECUTIVE YEAR DROUGHT

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison Water Code Section 10635(a)					
		2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**
First year	Supply totals[1]	67,379	72,953	73,527	74,101
	Use totals[2]	57,548	60,157	62,577	64,620
	Surplus/(shortfall)	9,831	12,796	10,949	9,481
Second year	Supply totals[1]	59,379	64,953	65,527	66,101
	Use totals[2]	57,548	60,157	62,577	64,620
	Surplus/(shortfall)	1,831	4,796	2,949	1,481
Third year	Supply totals[1]	42,379	42,953	43,527	44,101
	Use totals[2]	57,548	60,157	62,577	64,620
	Surplus/(shortfall)	(15,169)	(17,204)	(19,051)	(20,519)
	Planned WSCP Actions				
	WSCP - supply augmentation benefit[4]	15,169	17,204	19,051	20,519
	WSCP - use reduction savings benefit	0	0	0	0
	Revised Surplus/(shortfall)	0	0	0	0
Fourth year	Supply totals[1]	42,379	42,953	43,527	44,101
	Use totals[2]	57,548	60,157	62,577	64,620
	Surplus/(shortfall)	(15,169)	(17,204)	(19,051)	(20,519)
	Planned WSCP Actions				
	WSCP - supply augmentation benefit[4]	15,169	17,204	19,051	20,519
	WSCP - use reduction savings benefit	0	0	0	0
	Revised Surplus/(shortfall)	0	0	0	0
Fifth year	Supply totals[1]	15,579	16,153	16,727	17,301
	Use totals[3]	57,198	59,807	62,227	64,270
	Surplus/(shortfall)	(41,619)	(43,654)	(45,501)	(46,969)
	Planned WSCP Actions				
	WSCP - supply augmentation benefit[4]	29,000	29,000	29,000	29,000
	WSCP - use reduction savings benefit[5]	12,619	14,654	16,501	17,969
	Revised Surplus/(shortfall)	0	0	0	0

NOTES: All values are in AF. Recycled water is included on both the supply and demand sides of this calculation, in equal values that have no ultimate effect on the shortage analysis. Recycled water is produced in quantities that match current demand as shown in DWR Table 6-4 and DWR Table 6-9.

[1]Supply Totals represent the Five Consecutive Year Drought Total Available Supplies from COR Table 7-D, without groundwater as groundwater is shown separately as a Supply Augmentation, plus recycled water totals from DWR Table 6-4.

[2]Use Totals shown above (First Year - Fourth Year) represent DWR Table 4-2 “Demand” Totals. It is assumed that no groundwater recharge demand would apply in drought years.

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison Water Code Section 10635(a)
[3]Use Totals shown above (Fifth Year) represent DWR Table 4-2 "Demand" Totals. It is assumed that no groundwater recharge demand or discharge to Linda Creek would apply in the "dead pool" condition represented. [4]Supply Augmentation equates to the use of groundwater applied in the required amount to satisfy demand. [5]Year 5 of the Consecutive Year Drought in the long term would require 22% use reduction in 2030, 25% in 2035, 27% in 2040, and 28% in 2045.

A comparison of projected water supply and demand during a Five Consecutive Year Drought in the short term is included in DWR Table 7-5.

DWR Table 7-5 SHORT TERM FIVE CONSECUTIVE YEAR DROUGHT

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment Water Code Section 10635(b)(3)	
2026	**Total**
Total Water Use (AF)[1]	40,186
Total Supplies (AF)[2]	61,882
Surplus/Shortfall w/o WSCP Action	21,696
2027	**Total**
Total Water Use (AF)	44,526
Total Supplies (AF)[2]	54,006
Surplus/Shortfall w/o WSCP Action	9,480
2028	**Total**
Total Water Use (AF)[1]	48,867
Total Supplies (AF)[2]	42,131
Surplus/Shortfall w/o WSCP Action	(6,736)
Planned WSCP Actions	
WSCP - supply augmentation benefit (AF)[4]	6,736
WSCP - use reduction savings benefit (AF)	0
Revised Surplus/(shortfall)	0
2029	**Total**
Total Water Use (AF)[1]	53,207
Total Supplies (AF)[2]	42,255
Surplus/Shortfall w/o WSCP Action	(10,952)
Planned WSCP Actions	
WSCP - supply augmentation benefit (AF)[4]	10,952
WSCP - use reduction savings benefit (AF)	0
Revised Surplus/(shortfall)	0
2030	**Total**
Total Water Use (AF)[3]	57,198
Total Supplies (AF)[2]	15,579

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment Water Code Section 10635(b)(3)	
Surplus/Shortfall w/o WSCP Action	(41,619)
Planned WSCP Actions	
WSCP - supply augmentation benefit (AF) [4]	29,000
WSCP - use reduction savings benefit (AF)[5]	12,619
Revised Surplus/(shortfall)	0

NOTES: All values are in AF. Recycled water is included on both the supply and demand sides of this calculation, in equal values that have no ultimate effect on the shortage analysis. Recycled water is produced in quantities that match current demand, as shown in DWR Table 6-4 and DWR Table 6-9.
[1]Total Water Use shown above (2026 - 2029) represent DWR Table 4- 1 and DWR Table 4-2 "Demand" Totals, excluding Groundwater Recharge, linearly interpolated between years 2025 and 2030 as shown in Appendix T.
[2]Total Supplies shown above represent the Five Consecutive Year Drought Total Available Supplies from COR Table 7-D, without groundwater as groundwater is shown separately as a Supply Augmentation, plus recycled water totals from DWR Table 6-4, linearly interpolated between years 2025 and 2030 as shown in Appendix T.
[3]Total Water Use shown above represents the DWR Table 4-2 "Demand" Total for 2030. It is assumed that no groundwater recharge demand or discharge to Linda Creek would apply in the "dead pool" condition represented.
[4]Supply Augmentation equates to the use of groundwater applied in the required amount to satisfy demand.
[5]Year 5 of the Consecutive Year Drought in the short term would require 22% use reduction.

As stated in DWR Table 7-2, there is sufficient supply to meet demands in Normal Years through 2045. In Single Dry Years and some extended drought years, shortages do occur. The remaining deficits shown will be mitigated by use of groundwater as supply augmentation and potable water conservation measures implemented as part of the Water Shortage Contingency Plan (WSCP).

7.2.5 Deficit Mitigation

Depending on the surface water supply available from USBR, and in accordance with the WFA, deficits in potable water supply may occur in a single dry year or the latter stages of an extended drought condition. As shown in DWR Table 7-4 and DWR Table 7-5, the greatest potential deficit between available supply and demand would occur in Year 5 of a Five Consecutive Year Drought condition.

Strategy to alleviate deficiencies shown above is indicated in the Planned WSCP Actions portion of DWR Table 7-3, DWR Table 7-4, and DWR Table 7-5. The volume of water savings resulting from potable water demand reductions are shown in these tables.

The City will determine the needed balance between water conservation and groundwater pumping on a case-by-case basis consistent with the City's Municipal Code. The City also continues to plan for and analyze opportunities for water supply projects or exchanges that would increase the reliability of the surface water supplies diverted from the American River.

7.3 Regional Supply and Reliability

All water consumed by the City comes from local supply sources. No water is imported from other regions, nor does the City anticipate importing water from other regions throughout the UWMP planning period. However,

the City is actively engaged in multiple planning projects and coordination intended to strengthen water supply reliability throughout the Sacramento area, in addition to long-term water storage projects like the future Sites Reservoir. Projects like Sites will not provide direct benefit in terms of water supply to Roseville; however, as a regional project it promises to strengthen the Northern California water portfolio as a whole, providing benefit to all who operate within this sphere. The City is a committed regional partner in working to solve supply shortage issues before they become a critical reality, with climate change and increasingly limited supply sources at the crux of the issue. The City will continue these efforts into the future and work with its partner agencies to find the best path forward.

Chapter 8 Water Shortage Contingency Plan

Following the severe drought of 2012-2016, the State of California Legislature sought to expand the water shortage contingency analysis under former law and mandated that a Water Shortage Contingency Plan (WSCP) be adopted by suppliers. A copy of the WSCP is provided in Appendix M.

WSCP Table 4, WSCP Table 7, and WSCP Table 6 in the Water Shortage Contingency Plan correspond with DWR Table 8-1, DWR Table 8-2, and DWR Table 8-3 respectively and are provided below.

DWR Table 8-1

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels
Water Code Section 10632(a)(3)(B)

Standard Shortage Levels	Percent Shortage Range	Suppliers Shortage Levels	Percent Shortage Range
1	Up to 10%	Basic Stage/Stage One Drought	City's water supply is adequate to meet all projected demands/City's water supply is adequate to meet 90% of projected demands
2	Up to 20%	Stage Two Drought	City's water supply is adequate to meet 80% of projected demands
3	Up to 30%	Stage Three Drought	City's water supply is adequate to meet 70% of projected demands
4	Up to 40%	Stage Four Drought	City's water supply is adequate to meet 60% of projected demands
5	Up to 50%	Stage Five Drought	City's water supply is adequate to meet 50% or less of projected demands
6	>50%	Stage Five Drought	City's water supply is adequate to meet 50% or less of projected demands

NOTES: Water shortage stages are defined in Chapter 14.09 of the City's Municipal Code.

DWR Table 8-2

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions Water Code Section 10632(a)(4)(A), (C), and (E)				
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier	How much is this going to reduce the shortage gap?		Additional Explanation or Reference
		Volume or Percentage	Shortage Gap Reduction Value (AF)	
3	Stored Emergency Supply	Percentage	0-10%	Groundwater Pumped
4	Stored Emergency Supply	Percentage	0-20%	Groundwater Pumped
5 & 6	Stored Emergency Supply	Percentage	0-30%	Groundwater Pumped

DWR Table 8-3

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B), (D), and (E)					
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
		Volume or Percentage	Shortage Gap Reduction Value (AF)		
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Percentage	0%	14.09.030(A)	Yes
1	Landscape - Limit landscape irrigation to specific times	Percentage	0%	14.09.020(A)(1); No person shall use, or cause to be used, any city water for landscape irrigation between the hours of 10:00 a.m. and 8:00 p.m., unless the city manager, or designee provides prior written consent to a different time limitation. A waiver may be granted for turf areas if the landscape contains too many irrigation valves to complete an irrigation event within the watering window.	Yes
1	Landscape - Limit landscape irrigation to specific days	Percentage	0%	14.09.060(E)(2); Irrigation of new landscaping shall be allowed on any day of the week for a period of 30 days after the new landscaping is planted, unless the city manager, or designee, provides prior written consent to extend this time period based on plant type and the season when the new landscaping is planted. After the 30 days, irrigation days and run times should be decreased to settings appropriate for an established landscape.	Yes
1	Landscape - Prohibit certain types of landscape irrigation	Percentage	0%	14.09.030(E); Prohibit operation of an irrigation system that applies water to an impervious surface or that is in disrepair.	Yes
1	Landscape - Other landscape restriction or prohibition	Percentage	0%	14.09.030(G); Prohibit irrigation of landscaping during rainfall or 48 hours after a measurable rain event.	Yes
1	Landscape - Other landscape restriction or prohibition	Percentage	0%	14.090.060(E)(1); All landscaping installed in the City of Roseville shall comply with the water efficient landscape requirements adopted by resolution of the city council.	Yes

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B), (D), and (E)					
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
		Volume or Percentage	Shortage Gap Reduction Value (AF)		
1	Other water feature or swimming pool restriction	Percentage	0%	14.09.030(C); Prohibit maintaining ponds, waterways, decorative basins, or swimming pools without water recirculation devices.	Yes
1	Other water feature or swimming pool restriction	Percentage	0%	14.09.030(D); Prohibit backwashing so as to discharge to waste swimming pools, decorative basins or ponds in excess of the frequency necessary to ensure the healthful condition of the water or in excess of that required by standards for professionally administered maintenance or to address structural considerations, as determined by the city manager, or designee.	Yes
1	Other water feature or swimming pool restriction	Percentage	0%	14.09.030(H); Prohibit overfilling of any pond, pool or fountain which results in water discharging to waste.	Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	0%	14.09.060(C)	Yes
1	Other - Require automatic shut of hoses	Percentage	0%	14.09.060(B); Free-flowing hoses for all uses are prohibited. Automatic shut-off devices shall be attached on any hose or filling apparatus in use.	Yes
1	Other	Percentage	0%	14.09.030(B); Prohibit water fixtures (including, but not limited to, toilets, faucets, shower heads) or heating or cooling devices to leak or run to waste.	Yes
1	Other	Percentage	0%	14.09.030(A); Prohibit water use for washing in excess of that necessary to wash, wet or clean the dirty or dusty object, such as an automobile, sidewalk, or parking area, flows to waste.	Yes

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B), (D), and (E)					
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
		Volume or Percentage	Shortage Gap Reduction Value (AF)		
1	Other	Percentage	0%	14.09.060(A); Water shall be confined to the user's property and shall not be allowed to run off to adjoining properties, or to the roadside or to the gutter. Care shall be taken not to water past the point of saturation.	Yes
1	Other	Percentage	0%	14.09.060(F); All site reviews shall include an evaluation of using recycled water. Recycled water shall be required if economically feasible.	Yes
1	Landscape - Limit landscape irrigation to specific days	Percentage	1%	14.09.070(C) and 14.09.070(D); Residential and non-residential water users shall be permitted to irrigate with city water according to the schedule provided in 14.09.070(C) and 14.09.070(D), respectively.	Yes
1	Landscape - Other landscape restriction or prohibition	Percentage	1%	14.09.070(G); City park sites shall, as an aggregate, reduce usage up to 10 percent.	Yes
1	CII - Restaurants may only serve water upon request	Percentage	1%	14.09.070(I)	Yes
1	Other - Prohibit use of potable water for washing hard surfaces	Percentage	1%	14.09.070(H); Washing streets, parking lots, driveways, sidewalks or buildings, except as necessary for health or sanitary purposes or pursuant to a term or condition in a permit issued by a state or federal agency, is prohibited.	Yes
1	Other	Percentage	10%	14.09.070(B); Residential users and non-residential users shall reduce water usage up to 10 percent.	Yes
2	Landscape - Other landscape restriction or prohibition	Percentage	1%	14.09.070(C); City park sites shall, as an aggregate, reduce usage up to 20 percent.	Yes

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B), (D), and (E)					
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
		Volume or Percentage	Shortage Gap Reduction Value (AF)		
2	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Percentage	1%	14.09.080(H)	Yes
2	Other	Percentage	10-18%	14.09.080(B); Residential users and non-residential landscapes shall reduce water usage up to 20 percent.	Yes
3	Landscape - Limit landscape irrigation to specific days	Percentage	1%	14.09.090(D) and 14.09.090(E); Residential and non-residential water users shall be permitted to irrigate with city water according to the schedule provided in 14.09.090(D) and 14.09.090(E), respectively.	Yes
3	Landscape - Other landscape restriction or prohibition	Percentage	1%	14.09.090(C); City park sites shall, as an aggregate, reduce usage up to 30 percent.	Yes
3	Landscape - Other landscape restriction or prohibition	Percentage	1%	14.09.090(H); New or expanded landscaping is limited to drought-tolerant trees, shrubs, and groundcover and be irrigated using a low volume irrigation system. No new turf shall be planted, hydroseeded, or laid, unless prior written consent is received from the city manager. Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip or drip lines irrigating at less than two gallons per hour. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.	Yes

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B), (D), and (E)					
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
		Volume or Percentage	Shortage Gap Reduction Value (AF)		
3	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	1%	14.09.090(I)	Yes
3	Pools - Allow filling of swimming pools only when an appropriate cover is in place.	Percentage	1%	14.09.090(L)	Yes
3	Other - Prohibit use of potable water for construction and dust control	Percentage	1%	14.09.090(K)	Yes
3	Other	Percentage	1%	14.09.090(I); Except where recycled water is used, golf courses shall reduce irrigation up to 30 percent.	Yes
3	Other	Percentage	18-27%	14.09.090(B). Residential users and non-residential landscapes are to reduce water usage up to 30 percent.	Yes
4	Landscape - Limit landscape irrigation to specific days	Percentage	2%	14.09.100(D) and 14.09.100(E); Residential and non-residential water users shall be permitted to irrigate with city water according to the schedule provided in 14.09.100(D) and 14.09.100(E), respectively.	Yes
4	Landscape - Other landscape restriction or prohibition	Percentage	1%	14.09.100(C); City park sites shall, as an aggregate, reduce usage up to 40 percent.	Yes

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B), (D), and (E)					
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
		Volume or Percentage	Shortage Gap Reduction Value (AF)		
4	Landscape - Other landscape restriction or prohibition	Percentage	1%	14.09.100(H); Installation of any new landscaping is prohibited unless irrigation is provided through connection to an active recycled water system. In the case of new construction, the city's building official will issue a temporary final upon completion of the structural development of the property. When the city has returned to a stage two drought restriction, landscaping installation can be completed, and a building final will become available upon inspection by the city.	Yes
4	Other water feature or swimming pool restriction	Percentage	1%	14.09.100(K); Existing pools shall not be emptied and refilled using city water unless required for health or safety reasons until the city has returned to a stage two drought restriction. Pools may be re-filled only to the extent necessary to replace evaporative losses.	Yes
4	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Percentage	1%	14.09.100(J); Automobiles or equipment shall be washed only at commercial establishments that recycle their water or by equipment and means that separates debris and recycles wash water for continual use.	Yes
4	Other	Percentage	1%	14.09.100(I); Except where recycled water is used, golf courses shall reduce irrigation up to 40 percent.	Yes
4	Other	Percentage	0%	14.09.100(L); No commitments shall be made to provide water service as part of any new land use entitlement (general plan, specific plan or amendments requesting new water allocations) until the city has returned to a stage two drought restriction. Currently approved specific plans with accompanying development agreements and projects or properties that have received water allocations in advance of full entitlements may be issued building permits so long as they comply with the remainder of this chapter.	Yes
4	Other	Percentage	27-35%	14.09.100(B); Residential users and non-residential landscapes are to reduce water usage up to 40 percent.	Yes

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B), (D), and (E)					
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
		Volume or Percentage	Shortage Gap Reduction Value (AF)		
5 & 6	Landscape - Other landscape restriction or prohibition	Percentage	5%	14.09.110(C); Except where recycled water is used, water users shall reduce landscape irrigation as follows: 1. Turf shall not be irrigated. 2. Trees and shrubs may be irrigated with a properly functioning low volume landscape irrigation system or by use of a handheld hose equipped with a nozzle capable of completely shutting off the flow of water except when positive action or pressure to maintain the flow of water is applied. Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip or drip lines irrigating at less than two gallons per hour. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.	Yes
5 & 6	Other water feature or swimming pool restriction	Percentage	1%	14.09.110(D); Filling new or existing swimming pools and spas with city water is prohibited.	Yes
5 & 6	Other	Percentage	33%	14.09.110(B); Residential users are to reduce water usage up to 50 percent.	Yes
NOTES: References in the 'Additional Explanation or Reference' column are from sections of the City's Water Conservation and Drought Mitigation Ordinance corresponding to demand reduction action. Explanations are provided as needed. For each successive drought level all preceding restrictions shall continue in place, except to the extent they are replaced by more restrictive conditions.					

Chapter 9 Demand Management Measures

This chapter describes the City's historical and existing water conservation program, status of implementation of Demand Management Measures (DMMs), and projected future conservation implementation. The CWC requires that the UWMP include a comprehensive description of historical, current, and projected water conservation programs.

> *CWC 10631 (e) Provide a description of the supplier's water demand management measures. This description shall include all of the following:*
>
> *(1) (A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.*
>
> *(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:*
>
> *(i) Water waste prevention ordinances.*
>
> *(ii) Metering.*
>
> *(iii) Conservation pricing.*
>
> *(iv) Public education and outreach.*
>
> *(v) Programs to assess and manage distribution system real loss.*
>
> *(vi) Water conservation program coordination and staffing support.*
>
> *(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.*

In previous UWMPs, a substantial amount of data was required to document a water supplier's progress in implementing fourteen specific DMMs. In 2014, Assembly Bill 2067 simplified, clarified, and updated reporting requirements for DMMs. Starting with the 2015 UWMP, focus had turned away from detailed descriptions of each of the fourteen DMMs and turned to water conservation measures that were being implemented to achieve compliance with SB X7-7. Since the City met the SBX7-7 water use target in 2020 as discussed in Chapter 5, the focus is back on detailed descriptions of the now six (plus an "other" category) DMMs. A narrative description of the status of the DMMs is required while detailed data is not. Members of the CUWCC may include their reporting in the UWMP, but a narrative is also required.

9.1 Making Conservation a California Way of Life

The "Making Conservation a California Way of Life" regulatory framework establishes long-term urban water use efficiency standards for retail water suppliers, including the City of Roseville. The framework implements Senate Bill 606 (2018) and Assembly Bill 1668 (2018) and is intended to improve water supply reliability and drought resilience under conditions of increasing hydrologic variability.

The implementing regulations, adopted in 2022 and codified in California Code of Regulations, Title 23, Section 965 et seq., require urban retail water suppliers to calculate and annually report an Urban Water Use Objective

(UWUO). The UWUO represents a supplier-specific water use efficiency target based on state-defined standards and local service area characteristics.

The UWUO is calculated as the sum of efficient water use standards for four end-use sectors: indoor residential use, outdoor residential use, commercial, industrial, and institutional (CII) landscapes with dedicated irrigation meters, and distribution system water loss.

Beginning in 2023, the City of Roseville began annual calculation and reporting of its UWUO in accordance with State requirements. Compliance is evaluated by comparing actual potable water use to the calculated UWUO on an annual basis. Urban retail water suppliers are required to meet their UWUO targets by 2027, with enforcement provisions phased in thereafter.

The UWUO framework operates in coordination with other State planning requirements, including the Urban Water Management Plan (UWMP), Water Shortage Contingency Plan (WSCP), and Annual Water Supply and Demand Assessment (AWSDA). UWMP updates also incorporate implementation of water loss standards established by the California State Water Resources Control Board.

The City implements a range of demand management measures to support progress toward UWUO compliance, including water use efficiency programs, public education and outreach, and rebate programs promoting installation of water-efficient indoor and outdoor technologies. The City also continues to invest in system maintenance, leak detection, and water loss control.

The City will continue to monitor annual performance relative to its UWUO and adjust demand management strategies as needed to ensure compliance with State requirements and support long-term water supply reliability.

9.2 Demand Management Measures

The six DMMs required to be discussed in the 2025 UWMP include the following:

- Water waste prevention ordinances;
- Metering;
- Conservation pricing;
- Public Education and outreach;
- Programs to assess and manage distribution system real loss; and
  Water conservation program coordination and staffing support.

For each DMM, the current program is described, followed by a description of how the DMM was implemented over the previous five years.

9.2.1 Water Waste Prevention Ordinances

The City currently restricts water waste within its service area. Roseville Municipal Code Chapter 14.09, Water Conservation Ordinance (Appendix N), defines water waste and associated penalties of continued infractions. Per the ordinance, customers in violation are provided a series of notifications at one-week intervals: first a courtesy notice, second an administrative warning, and finally a formal citation. If the situation is not remedied by the time

specified in the formal citation, additional measures can be taken to enforce compliance. These measures include fines, water restrictions, low flow devices, or discontinued service. In addition, the City may waive the courtesy notice and administrative warning in times of drought.

To enforce the Water Waste Ordinance, the City dedicates seven full-time field technicians to patrol for water waste as part of their normal job duties. The City has also implemented new AMI (see Section 9.1.2) to support the field technicians in identifying leaks or misuse of water during normal work and non-work hours. In addition to patrols by City staff and the AMI, the City has an online reporting mechanism that allows customers to report observed water waste anonymously. Customers can visit www.roseville.ca.gov/waterwaste and submit an electronic form, which is then further investigated by City staff.

Implementation of this DMM is ongoing and expected to help minimize nonessential uses of water so that the water is available for human consumption, sanitation, and fire protection.

9.2.2 Metering

A meter retrofit program was developed and implemented from 2001 to 2011 as a foundational step toward improving water use accountability and long-term resource management. Implementation of metered rates began immediately on all residential metered connections established after January 1, 2002, with the remaining retrofitted homes transitioned in large blocks as retrofits were completed. To support a smooth transition and promote customer understanding, residents were provided with detailed water use information for a full year prior to the initiation of volumetric billing, allowing them to adjust consumption habits and better anticipate billing changes.

Building on these earlier efforts, the City completed a multi-year water meter upgrade project in 2023, marking a major advancement in water system modernization. This initiative involved replacing aging meters with industry-standard smart meters and deploying a comprehensive Advanced Metering Infrastructure (AMI) system. The AMI system uses a secure, encrypted, two-way wireless communication network that enables automatic meter reading and real-time transmission of usage data and system alerts. Full deployment began in July 2023 and was completed ahead of schedule, reflecting the City's commitment to efficiency and innovation.

This upgraded infrastructure significantly enhances the City's ability to manage its water system. By eliminating the need for manual meters to be manually read, it reduces operational costs, improves worker safety, and allows staff to focus on higher-value system management activities. The system also provides near real-time data on water consumption, enabling faster identification of leaks, unusual usage patterns, and potential service issues. In turn, this supports more proactive maintenance, quicker response times, and reduced water loss across the system.

From a customer perspective, the AMI system represents a substantial improvement in transparency and service. Customers benefit from more accurate and timely billing, as well as access to detailed consumption data that can help them better understand and manage their water use. The availability of high-resolution usage information supports informed decision-making and encourages conservation, particularly during periods of drought or water supply constraints.

The metering DMM, with the support of AMI, further strengthens these capabilities by providing precise and actionable water use data to both the customer and the City. Higher-than-normal comparative usage automatically triggers outreach to customers who may be experiencing leaks or inefficiencies, promoting early intervention and minimizing potential damage or waste. Additionally, the system enhances public awareness of efficient water use practices through data-driven insights and targeted communication.

Overall, the City's investment in metering and AMI technology represents a comprehensive approach to water management – improving operational efficiency, enhancing customer engagement, supporting conservation goals, and ensuring the long-term sustainability of the community's water resources.

9.2.3 Conservation Pricing

As a component of its meter retrofit program, the City adopted conservation pricing for water on all metered accounts from 2011 through 2015. Later, and to comply with Proposition 218 requirements, the City transitioned to a per-use, uniform billing rate structure in February 2016. Now, with the implementation of the AMI (see Section 9.1.2), the City and customers are able to see smarter water use billing information. A complete list of service charges, excess water use charges, and water rates are included in Roseville Municipal Code Sections 14.08.090 Service Charges for Metered Service through 14.08.100 Flat Water Rates. This information is included in Appendix O.

Implementation of this DMM ensures water customers pay the true cost of water. The City regularly analyzes this cost of water production, capital improvement project needs, level of service requirements and other costs of operating the water system during regular rate studies. Where adjustments need be made, extensive public education efforts are undertaken to maintain transparency of utility operations and funding to support any required rate changes. Sufficient revenue will continue to be available to fund water system operations, maintenance, and water conservation programs.

9.2.4 Public Education and Outreach

As part of outreach and engagement efforts, the City of Roseville has a dedicated team focused on informing, educating, and engaging customers to promote water-efficient behaviors and real action. This includes working with regional partners and teaming up with the Utility Exploration Center (UEC) to offer hands-on workshops and classes throughout the year. The City hosts practical sessions that show residents how to save water at home, while the UEC provides interactive learning opportunities for families and students.

The City shares information in ways that are easy to see and access. This includes paid and earned media, story placements, the City website, e-newsletters, and other City communication channels, along with social and digital media. Informational tips and updates can be seen in bill inserts, movie theater ads, brochures, vehicle decals, community events, and special events held throughout the year.

9.2.4.1 Utility Exploration Center

In 2008, the City's utilities jointly funded and created the Roseville Utility Exploration Center (UEC). In addition to serving as a "storefront" for the utilities, the Center is used by the City for community outreach and environmental education. Designed for an interactive experience, the UEC hosts multiple hands-on exhibits with a "learning lab"

for demonstrations, presentations, and workshops. Topics include water conservation and watershed protection, energy efficiency, waste reduction, and wastewater management.

Since opening, the Utility Exploration Center has hosted over 850,000 total program participants. This includes approximately 7,000+ students (preschool through twelfth grade) served annually with programing, targeted to their specific grade level standards, exploring utilities in their daily life; partnerships with cultural, recreational, and utility-related organizations to create a lively series of changing events, workshops, and activities; and connecting with residents in a variety of off-site outreach activities.

The Center is housed within the Gold LEED (Leadership in Energy and Environmental Design) certified Martha Riley Library building, which was the first building in Placer County to be so honored. Recent developments include the "Inspiration Garden," an outdoor learning space created in partnership with Roseville's Water Efficiency division with a goal of encouraging more residents to adopt water-wise gardening practices, which was completed in 2022. Furthermore, the visitor center exhibits recently underwent a full overhaul, finished in April of 2024, to update educational messages for the utilities as the City looks forward to the next ten years. A larger outdoor project, originally called the IDEAscape, would further expand exhibits to include topics such as river-friendly landscaping and irrigation, utility systems, solar energy, and watershed protection. The project is currently on hold but is anticipated for completion by 2035.

9.2.4.2 Student Outreach

In addition to Regional Water Authority (RWA) student outreach programs, the City independently provides presentations, conservation materials, and facility tours to local schools.

9.2.5 Regional Water Authority – Outreach and Education

In addition to local public education and outreach programs, the City also participates in a regional public education and outreach program through the Regional Water Authority. The Regional Water Authority (RWA) was formed in 2001 as a joint powers authority to serve and represent the interests of over 22 water suppliers and associated agencies in the greater Sacramento, Placer, El Dorado, Sutter, Nevada and Yolo County Region. RWA's mission is to serve, represent and align the interests of regional water suppliers and stakeholders for the purposes of improving water supply reliability, availability, quality, and affordability. In collaboration with 17 water supplier members and other wastewater, stormwater and energy partners, RWA formed the Water Efficiency Program (WEP) in 2001 to bring cost effectiveness through economies of scale to public education and outreach activities.

The WEP operates on an average annual budget of $610,000 funded by participating local water suppliers and is supplemented by grant funding. Grants are an important funding resource for the Program. Since 2003, the Program has been awarded $19.9 million in grant funding for public outreach and education as well as a variety of rebate programs, fixture direct installation programs, system water loss, individualized customer usage reports, large landscape budgets and more. Of those funds, $6.7 million was awarded between 2021 and 2025.

The main function of the WEP is to develop and distribute public outreach messages to customers in the region by collaborating with its water supplier members. The Program distributes these messages on a regional scale through regional media and advertising buys and was honored with the United States Environmental Protection Agency WaterSense Partner of the Year award in 2021 along with three Public Relations Society of America (PRSA),

California Capital Chapter awards in 2023/2024 for WEP's public outreach and school education programs. From 2021-2025, the WEP created a series of public outreach campaigns. Below is a summary of each campaign and highlighted achievements.

2021 was a year for nimble messaging and maximum flexibility to adapt outreach to the rapidly changing conditions. RWA's RWEP began 2021 with a focus on household leaks and then transitioned to the fourth year of an award-winning outreach campaign focused on tackling the landscape overwatering problem by encouraging residents to check soil moisture before turning on sprinklers (Check & Save). With the sudden emergence of drought in May 2021, the program introduced new creative and tools for RWEP participants. The goal: Help provide consistent and actionable tips region-wide while providing flexibility for RWA members to customize materials to reflect their unique water supply situation and call to action.

As the drought grew more serious through late 2021 and into 2022, the WEP updated messaging again and ramped up outreach, asking residents to reduce lawn watering while continuing to water trees (Stress Your Lawn, Save Your Trees), understanding that lawns can handle less water but that drought-stressed trees can be lost forever. This messaging supported the Governor's request of water suppliers to voluntarily reduce water use by 15 percent. Additionally, the WEP continued to partner with the Sacramento Tree Foundation to help educate residents and business on how to maintain and expand the region's healthy tree canopy and included a series of co-branded educational videos and materials.

After the drought subsided in 2023, the WEP launched a new multi-year outreach program aimed at encouraging water efficiency during a non-drought year. Research indicates that public engagement in water conservation tends to surge during drought periods, such as 2022, but declines during non-drought years, like 2023. Consequently, garnering attention and motivating action becomes more challenging during non-drought periods. To tackle this challenge, the 2023 outreach program focused on two main messages:

- SUMMER STRONG—focused on promoting water-wise best practices outdoors. A Summer Strong yard is tough enough to muscle through the Sacramento region's hottest days and still look its best. The campaign featured eye-catching graphics to promote efficient tree watering, adding low-water and native plants, checking soil moisture, using weather-based sprinkler timers, and watering early to minimize evaporation.

- SUDS WOULD BE DUDS WITHOUT H2O—With clean, reliable water essential to great beer (and to the success of local breweries), the WEP launched a pilot project to partner with local craft brewers, aiming to educate patrons about the importance of water to beer and how to preserve this natural resource. Initial partners included Jack Rabbit Brewing Company and Red Bus Brewing Company, which committed to distributing Be Water Smart materials to their customers. This campaign featured the development of a rebate program to upgrade brewing equipment to be more water efficient and the distribution of coasters, koozies and stickers with water savings messages.

In 2024, the WEP enhanced its existing Summer Strong campaign with the Summer Strong Yard Champs promotion, spotlighting Sacramento-area residents who transformed their landscapes into water-efficient yards. Homeowners nominated yards featuring low-water plants and efficient irrigation systems for a chance to be

featured on regional billboards. Nearly 50 nominations were reviewed, with winners receiving professional photoshoots. Featured yards included a mix of DIY and professionally designed landscapes, all showcasing water-saving practices like low-water and native plants, drip irrigation, and rainwater capture, inspiring others to adopt similar approaches. In 2025, the Summer Strong campaign added a new mascot, Jack LaPlant, an animated plant figure that carried on all the same water savings tips but with refreshed visuals to draw in a new audience. In 2024, the WEP expanded its successful pilot project, Suds Would be Duds without H2O, with local craft breweries to raise awareness about water's role in craft beer production and to promote water efficiency. The campaign visited 52 breweries across the Sacramento region. Around 20 breweries are considered active partners, including six of the top craft breweries in the area. Promotional materials, including 10,500 coasters and 7,200 stickers, were distributed by these partners and included water-saving tips and a link to our BeWaterSmart.Info website to access rebates. Additionally, two breweries, Urban Roots Brewery & Smokehouse and Solid Ground Brewing participated in WEP's commercial indoor rebate program. Each brewery received $15,000 to upgrade or add equipment that reduced water used for chilling and sanitizing processes.

Both campaigns, Summer Strong and Suds Would be Duds without H2O, were continued through the end of 2025 and were implemented through both paid advertising buys and earned media from public service announcements (PSAs) and aired in English and Spanish. Every year the campaigns' messaging can be heard on local radio stations such as Capital Public Radio and online through Google, Facebook and YouTube advertisements. For clarification below, impressions represent how many times an ad was seen.

From 2021-2025, the WEP public outreach campaigns produced:

Television Advertising 3,926 television advertisements 23,212,700 impressions	**Radio Advertising** 5,273 radio advertisements 19,994,200 impressions
Digital Advertising (Facebook, Google Display Network & Spotify) 29,472,602 million impressions 297,870 clicks	**Billboard advertising** 2,037,102 digital advertisements 62,807,653 impressions
Streaming Video Advertising (Comcast, EyeQ, Hearst, Paramount Plus, & Premion) 3,532,621 impressions 3,532,621 advertisements	**Facebook** 60 posts per year
Public Service Announcements (Television and Radio) 24,248,000 impressions $683,400 in value had they been purchased as advertising	

The Program continues to utilize our public outreach website, http://bewatersmart.info/, and the "Be Water Smart" brand to reach customers throughout the region. The website, which completed a major redesign and upgrade in 2025, contains customer-specific (enter your address) local water supplier information on rebates and services, general top ways to save for residents and businesses, an interactive watering guidelines and water waste reporting tool, a water-wise plant and gardening database, recent press releases, the Sacramento Smart Irrigation Scheduler tool, and more. Between 2021 and 2025, the website averaged 37,000 unique visitors per year.

For more targeted outreach, the Program distributed quarterly e-newsletters to enrolled residents. The e-newsletters are filled with water savings tips, upcoming events and region-specific articles. They are usually timed around changes in the weather to help signal the need for residents to adjust their irrigation systems, such as daylight savings coupled with a message to dial back/reduce sprinkler systems run times. The e-newsletter reaches 9,361 households.

The WEP selects 2 public events each year to attend as an opportunity for the public to interact with local water efficiency staff. This provides an opportunity for the region to communicate its messages in person. From 2023-2024, WEP attended ECOS Earth Day (April) and the Farm-to-Fork Festival (September).[3] In 2025, the WEP opted to attend the Sacramento Republic Brew Festival (June) instead of the Farm-to-Fork Festival to elevate our existing partnership with Sacramento Republic FC. At these events, the Be Water Smart team provided water-wise tips, encouraged visitors to sign the pledge banner, collected e-mails for those who wish to sign up for the e-newsletter list, as well as identified a customer's water supplier and connected them with rebates and services. Additionally, WEP, in coordination with participating local water suppliers, hosts an annual Mulch Mayhem event (May) in which customers can pick up a truck load of free mulch from selected locations throughout the region.[4] Combined, these in person events are attended by thousands of people each year throughout the region.

The Program provides a variety of "give-a-way" items to customers at in person public events and through direct mail requests from the http://bewatersmart.info/ website. From 2021-2025, WEP has distributed thousands of leak detection tablets, moisture meters, garden gloves and drink koozies to customers to encourage the water savings practices described in our public outreach campaigns and brewery partnerships.

The Program is also very active in communicating to local media outlets. Between 2021 and 2025, RWA issued 23 press releases on WEP activities and regionally significant news and participated in 17 radio public affairs interviews airing on 18 stations across the Sacramento region's major commercial radio networks. The RWA and the WEP were mentioned in dozens of news articles published by local and regional media outlets both within and outside of the Sacramento region during the same time frame.

Finally, the WEP partners with professional sports teams in the region to expand the Be Water Smart advertising to new and captive audiences. WEP partnered with the Sacramento River Cats (local Triple – A affiliate of the San Francisco Giants) in 2021, which included our long standing water savings advertisements on all bathroom stall doors as well as 30-second Check & Save spots broadcast on KMAX Channel 31 during each Saturday game and multiple 30-second radio spots broadcast during every game via their streaming radio coverage. The total attendance for regular season games was 342,861. In addition, 24 special events at Sutter Health Park drew 66,300 people in 2021. In 2023, RWEP launched a new partnership with Sacramento Republic FC (local USL professional soccer team), displaying water-wise messages at games to promote "Summer Strong" yards. The partnership continued through 2025 and included the following activities: a 30-second LED ad, messaging on water refill stations, and giveaways booths at events/games.

To support public outreach messaging and promote water savings tips, the Program also coordinated several regional rebate programs, which were partially or fully funded by state, federal and private foundation grants. A

[3] No public events were attended in 2021 and 2022 due to the COVID pandemic.
[4] The 2021 Mulch Mayhem event was held in September due to the COVID pandemic.

variety of high efficiency rebate options were provided including toilets, clothes washers and irrigation efficiencies (full summary in COR Table 9-A). Additionally, from August 2023 - November 2025, RWA managed a regional direct installation program, in which a contractor was hired to replace old high use fixtures in multifamily and commercial/institutional properties in disadvantaged communities in the region. Collectively these rebates and direct installations will produce an estimated lifetime (10 years) savings of 7.4 billion gallons of water and 7.9 million kilowatt hours of energy.

COR Table 9-A Regional Rebates and Installations from 2021 through 2025.

Rebate/Installation Type	2021	2022	2023	2024	2025	Lifetime Water Savings 2021-2025 (MG)	Lifetime Energy Savings 2021-2025 (kWh)**
High Efficiency Clothes Washer Rebates	359	265	307	321	298	74.7	79,309
High Efficiency Toilet Rebates	767	1,275	602	423	326	137.5	145,990
Smart Irrigation Controller Rebates	686	1,049	3,051	556	464	1,190.2	1,264,024
Irrigation Efficiences Rebates*	5,941	7,153	13,327	11,160	10,321	5,269.2	5,595,912
Turf Replacement Rebates (square feet)	153,880	239,645	135,607	300,152	266,840	405.6	430,711
Toilet Direct Installation	NA	NA	584	2,183	1,688	141.9	150,671
Showerhead Direct Installation	NA	NA	562	1,766	1,532	197.2	209,475
Faucet Aerators Direct Installation	NA	NA	884	3,215	2,343	20.6	21,850
Urinal Direct Installation	NA	NA	-	19	40	1.3	1,348
Total Water Savings (MG)						**7,438.1**	
Total Energy Savings (kWh)**							**7,899,291**
*Includes: pressure regulator equipment, pipe and pipe fittings, drip or low volume equipment, and sprinkler heads or nozzles.							
**Regional average of 1,062 kilowatt-hours per MG							
kWh = kilowatt-hour							
MG = million gallons							
NA = no funding available							
Lifetime = 10 years							

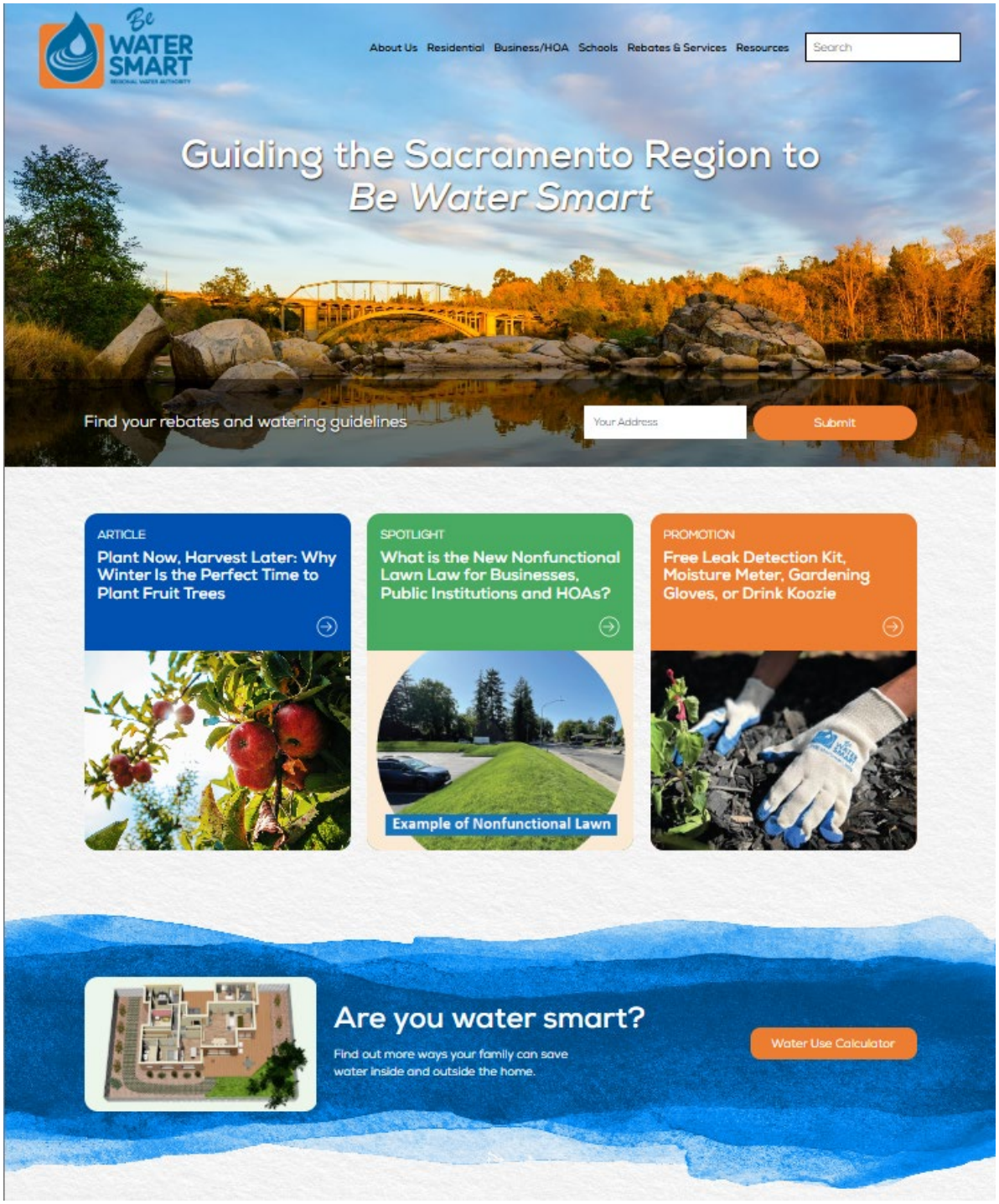
In addition to public outreach, the Program also coordinates regional school education activities. The RWA-sponsored water efficiency exhibits ($500,000 sponsorship) opened for viewing in 2021 at the new SMUD Museum of Science and Curiosity (MOSAC) in downtown Sacramento, reflecting years of input by RWA Water Efficiency Program Manager, Amy Talbot, who helped shape the exhibits. The exhibits teach visitors to become a "Home Water Detective," create their own mix tape from water conserving sounds in "Drop a Beat" and learn about local "Water Champions. MOSAC currently welcomes around 150,000 visitors a year from all over the region.

Since 2012[5], the Program has hosted the Water Spots Video Contest for high school and middle school students. The WEP provides a new contest theme each year and provides the region's teacher and students with relevant facts and images to help them develop 30 second video PSAs. The contest themes for 2022 and 2023 were "When in Drought…take action to reduce water use" and Do Your Part to Be Water Smart" respectively. Students submit their videos to WEP who hosts a panel of local celebrities including Monica Woods from ABC 10 to decide on a first, second and third place winner. The top 10 scoring videos are then posted online for public voting to select a "people's choice" winner as well. Both teachers and student receive cash prizes, and the winning videos are

[5] The program did not host a Water Spots Video Contest in 2021 due to the COVID pandemic.

played at Raley Field during River Cats games and in select movie theaters throughout the region (Example: Century Blue Oaks theatre in Rocklin and Century Laguna 16 in Elk Grove). The winning PSAs are incorporated into the WEP's media activities as well. The 2022 Grand Prize winner video "Doing Your Part" appeared 2,619 times in theatres and delivered 49,000 impressions. The 2023 Grand Prize winner video "Saving Water" appeared 2,149 times in theatres and delivered 47,000 impressions. Students from about a dozen area schools submitted a total of 54 videos total for the 2022 and 2023 contests.

In late 2023, WEP sunset the Water Spots Video Contest and launched a new school education program, Drip Drop, Hip Hop, in collaboration with NorCal School of the Arts (NorCal Arts), which brings together the worlds of art and sustainability to empower children, families, and communities in the Sacramento region. Funded by a $300,000 grant from the Capital Region Creative Corps and California Arts Council, Drip Drop, Hip Hop educates students and families about water efficiency through a two-person play and arts-integrated lesson plan. The program is free of charge for primarily Title I schools and community venues in Sacramento, Placer, and El Dorado counties plus the City of West Sacramento. The children receive a shower timer with water-efficiency tips with each classroom visit. Additionally, in 2024 the program developed a 30-second television and radio Public Service Announcement (PSA), found at https://bewatersmart.info/drip-drop-hip-hop-a-journey-through-the-american-river-watershed/, showcasing local children spreading the water efficiency message to a broader audience in both English and Spanish. In 2024, the PSA was broadcast 1,205 times in 7 television outlets for a total of 5.6 million impressions for an added value of $124,250 and 567 times in 17 radio outlets for a total of 1.2 million impressions and an added value of $45,290. As of the end of 2025, the Drip Drop Hip Hop reached 13,232 students through 509 classroom performances and additional community events in Sacramento, Placer, and El Dorado counties. Of the 509 performances, 25 reached Roseville City School District classrooms. Teachers reported increased water conservation knowledge and that students shared the information with their families.


Be WATER SMART
About Us
Residential
Business/HOA
Schools
Rebates & Services
Resources
Search
Guiding the Sacramento Region to Be Water Smart
Find your rebates and watering guidelines
Your Address
Submit
ARTICLE
Plant Now, Harvest Later: Why Winter Is the Perfect Time to Plant Fruit Trees
SPOTLIGHT
What is the New Nonfunctional Lawn Law for Businesses, Public Institutions and HOAs?
Example of Nonfunctional Lawn
PROMOTION
Free Leak Detection Kit, Moisture Meter, Gardening Gloves, or Drink Koozie
Are you water smart?
Find out more ways your family can save water inside and outside the home.
Water Use Calculator


Compruebe la humedad de la tierra antes de regar para que las plantas estén contentas y sanas.
MÁS INFORMACIÓN
BEWATERSMART.INFO
Be WATER SMART


WATER Here
Be WATER SMART
DROUGHT IS BACK
BeWaterSmart.info
LESS Here


WATER YOUR TREES
Be WATER SMART
DROUGHT IS BACK
BeWaterSmart.info
STRESS YOUR LAWN


SUMMER STRONG
Training Tips with Jack LaPlant
Trees = landscape core strength.
Deep watering with drip lines or soaker hoses keeps them healthy and strong.
Be WATER SMART
Regional Water Authority
Find tips at BeWaterSmart.info/trees


SUMMER STRONG
Training Tips with Jack LaPlant
Hydrate at dawn!
Watering early boosts absorption and minimizes evaporation—like a morning protein shake for your plants.
Be WATER SMART
Regional Water Authority
Learn more at BeWaterSmart.info


ARE YOU SUMMER STRONG?
Maurice is. He knows that native plants grow strong and deep roots that muscle through hot summers.
Be WATER SMART
Regional Water Authority
Be like Maurice. Learn to be Summer Strong at BeWaterSmart.info.


SUMMER STRONG
YARD CHAMP
Lost the lawn to help the bees
Learn her story at BeWaterSmart.info
Be WATER SMART
Regional Water Authority
City of SACRAMENTO
Robin
South Land Park
SAVE OUR WATER


SAVING WATER
ONE
BEER
AT A TIME
Be WATER SMART
BeWaterSmart.info


MORE GREAT WAYS TO SAVE
Set your sprinklers to rise with the sun.
Your yard will drink more and waste less.
Fix household leaks and drip no more,
then savor a rewarding pour.
Replace lawn with native plants.
Cheers to saving water and bees!
Be WATER SMART
Learn about water-wise rebates and free services at
BeWaterSmart.info


BeWaterSmart.info | BeWaterSmart.info | BeWaterSmart.info | BeWaterSmart.info | BeWaterSmart.info | BeWaterSmart.info |
SUDS
WOULD BE
DUDS
WITHOUT
H2O
Be WATER SMART



9.2.6 Programs to Assess and Manage Distribution System Real Loss

The City maintains a comprehensive water audit and leak-detection program to assess, identify, and repair potable distribution system losses.

In 2009, the City began using AWWA Water Loss software to develop an annual water loss audit. The City continues to employ this method in compliance with Senate Bill 555, validating the annual audit for accuracy prior to submission to DWR each year by the regulatory deadline of December 31. Results from the audit have helped the City identify where in the distribution process leaks are occurring. This information is coupled with detailed pipeline information stored in the City's asset management and GIS system. Audit information helps identify potentially leak prone areas of the City's distribution system for focused rehabilitation or repair projects.

The City is actively implementing a comprehensive auditory leak detection program, utilizing AMI, Water Distribution staff, and audit-based analysis to identify non-surfacing leaks. By reviewing work order data and evaluating areas with a history of leaks or infrastructure failures, the city can target zones that may be contributing to unquantified water loss. Currently, the City is developing a corrosion protection program designed to reduce future failures and extend the life of the water system. These identified areas are mapped and used to prioritize rehabilitation and replacement efforts. As part of this long-term strategy, the City recently completed Phase 1 of the Downtown Water Main Replacement Project and is preparing to begin Phase 2. This next phase will replace approximately three miles of aging water infrastructure, further strengthening system reliability and reducing water loss.

In combination, these measures and projects employed to identify and reduce system leakage offer the City a comprehensive and proactive approach to the reduction of lost water supply.

9.2.7 Water Conservation Program Coordination Staffing Support

In addition to the employees mentioned in Section 9.2.1, the City employs other individuals as members of the City's internal water conservation program team. Member qualifications include Certified Landscape Irrigation

Auditor (CLIA) certification, Water Distribution Operator D-2 certification, and extensive irrigation system management experience.

In compliance with DWR's UWMP guidelines, the cull contact information for the City's Water Conservation Administrator is listed below:

Bobby Alvarez
Water Conservation Administrator
City of Roseville, Environmental Utilities Department
916-746-1710 (office)
BAlvarez@roseville.ca.us

9.3 Other Demand Management Measures

In addition to the six DMMs described above, the City also implements the following programs:

- Residential Water Wise House Calls
- Residential HET Replacement Program
- Residential Cash for Grass Rebates
- Commercial Irrigation Water "Budgets"
- Commercial Irrigation Audit
- Commercial Cash for Grass Rebates
- Commercial Custom Rebate
- Commercial Irrigation Improvements Rebates
- Commercial Food Service Water Efficiency Rebates
- Commercial Landscape Water Use Reviews
- Commercial Interior Water Use Audits
- Commercial HET Replacement Program

These programs are described in Section 9.3.

9.3.1 Residential Conservation Programs

The City implements several programs to reduce the consumption of water to its residents. The activities of these various programs are described in the following subsections. Implementation of these programs is expected to help the City achieve its water use targets by reducing the amount of water consumed by its residential customers.

9.3.1.1 Water Wise House Calls

The City provides a free home water use inspection service known as the Water Wise House Call Program. Inspections are conducted by trained water conservation technicians and help identify potential water savings for the customer.

Single-family inspections are approximately one hour in length and consist of an indoor and outdoor evaluation. During the interior portion of the inspection, the technician measures flow rates of existing plumbing fixtures

(offering high-efficiency alternatives if necessary), checks all fixtures and appliances for leaks, and provides information on the City's currently available rebate programs (further described in Sections 9.2.2, 9.2.3, and 9.2.4).

Following the indoor evaluation, the technician then conducts an outdoor inspection. A typical outdoor inspection tests sprinkler system efficiency, distribution uniformity, pool equipment, as well as an evaluation for leaks via pressure test. Following the sprinkler test, soil moisture probes are utilized to optimize irrigation scheduling through adjustment of the residence's irrigation controller.

Finally, water use information is reviewed, and the customer is provided with suggested corrective actions, information regarding the City's rebate programs, and educational material on how to further water conservation.

In addition to local advertising, Water Wise House Calls are actively marketed to customers with higher than average water use by the City's Water Efficiency Division. In 2020, modifications were made to this program to adhere to recommended safety procedures in consideration for the global health crisis caused by COVID-19. Adjusted Water Wise House Calls continue to be conducted in a safe manner for both residents and City employees.

9.3.1.2 Residential High Efficiency Toilet (HET) Replacement Program

The City first established a HET rebate program in 2008. Residents can receive up to $100 for replacing an older (pre-1992), non-conserving toilet with a new 1.28 or less gallon per flush model. Rebates are offered on a first come/first service basis to customers on an annual basis, and the program is advertised regularly on bill inserts, conservation articles, newsletters, and the City's website. Customers can also obtain an application by request through the mail or at special events and City office public counters.

9.3.1.3 Residential Cash for Grass

In 2008, Roseville created a turf replacement program titled "Cash for Grass" that provides incentive for customers to replace their turf with water efficient landscaping. Turf is purchased at $1.50 per square foot up to $2,000 per residential site. To comply, participants must not only remove their turf but also install a low-volume irrigation system to irrigate their new water efficient landscape.

9.3.2 Commercial, Industrial, Institutional Conservation Programs

The City implements several programs to reduce the consumption of water to its commercial, industrial, and institutional customers. The activities of these various programs are described in the following subsections. Implementation of these programs is expected to help the City reduce the amount of water consumed by its non-residential customers.

9.3.2.1 Irrigation Water "Budgets"

The City has developed water "budgets" for every dedicated irrigation account (including those owned by the City). These budgets were created using the City's geographical information system (GIS) to determine irrigated landscape area and then field verified for accuracy. Landscape Water Budget Site Reports, produced for customers and included in their normal water bill for a period of 12 months, allow customers to see how their water usage and costs change from month to month allowing them enough time to modify irrigation practices before actual billing on a tiered metered rate structure begins. The proposed 3-tiered rate structure provides an incentive for

customers to stay within their established water budget and a dis-incentive if they use more than their established water budget.

9.3.2.2 Irrigation Audit

Similar to Water Wise House Calls, the City provides a free landscape audit service for irrigation customers upon request. Staff evaluates the irrigation system and makes recommendations for improvement. Rebates are available to further incentivize the customer to make improvements to their irrigation systems.

The City will continue to implement this program and will consider expansion based on the past years' participation.

9.3.2.3 Commercial Cash for Grass

Similar to the Residential Cash for Grass Program, the City offers rebates to commercial customers for replacing turf with water efficient landscaping. Commercial customers can receive $2.00 per square foot.

9.3.2.4 Commercial Irrigation Improvement Rebates

The City offers a suite of rebate opportunities for commercial irrigation customers including for conversion to drip irrigation, high efficiency nozzles, self-adjusting controllers, pressure regulators, as well as installation of irrigation submeters for a total potential rebate value of $15,000 during any fiscal year for those who meet the established criteria for their projects. Applications for these rebates are easily accessed through the City's website with clear outlines of qualifying equipment and labor for ease of submission.

9.3.2.5 Commercial Food Service Water Efficiency Rebates

The City also offers a series of rebates available to commercial customers in the food service industry through which they can apply for applicable benefits on the purchase and replacement of cooking appliances (steamers and combination ovens), sanitation equipment (dishwashers), as well as refrigeration equipment (ice machines) with improved efficiency.

9.3.2.6 Customized Rebate Program

In addition to the above rebates, the Customized Rebate Program helps commercial, industrial, and institutional customers save money with financial incentives on capital expenditures for retrofit of existing equipment with more water-efficient technologies. This program applies to hardware upgrades including equipment and technology for space cooling, refrigeration, laundry, cleaning, and flushing. The customized rebate amount is derived by measuring current usage of the process compared to the water usage of the new retrofitted process. Water savings are estimated using the number of days operated per year and the expected life of the equipment (capped at 10 years). The total amount of water saved is rebated at $0.50 per 100 cubic feet. Rebates will be paid on a first-come, first served basis until program funds are depleted.

9.3.2.7 Commercial Interior Water Use Audit

The Commercial Interior Water Use Audit assists commercial properties in lowering water, wastewater, and energy costs. A facility review identifies equipment inefficiencies and provides a detailed report of all inefficiencies and corresponding recommendations.

9.3.2.8 Commercial High Efficiency Toilet Replacement Program

Similar to the Residential High Efficiency Toilet Replacement Program, commercial customers can receive up to $200 for replacing an older (pre-1992), non-conserving toilet with a new 1.28 or less gallon per flush model.

9.4 Planned Implementation to Achieve Water Use Targets

In most instances, helping customers understand the savings that can be achieved and methods available to achieve these savings is enough to motivate change. Through the above DMMs, the City can help customers identify these savings, which in turn helps the City to achieve its water use targets. Additionally, the City will continue to work with the Parks Department, area school districts, landscape contractors, and property managers to improve water use efficiency.

9.5 Non-Functional Turf (AB 1572)

In 2023, California enacted Assembly Bill (AB) 1572 to reduce the wasteful use of potable (drinking) water and support state policies on water conservation and climate change. The law prohibits using potable water to irrigate nonfunctional turf (NFT) on commercial, industrial, and institutional (CII) properties and common landscape areas of Homeowners Associations (HOAs) starting in 2027. Turf is living ground cover surface of mowed grass (also called lawn, turfgrass or grass). Artificial turf, which is made of synthetic material and not irrigated, is excluded from this law. Artificial turf is used in sports arenas, residential lawns, and various commercial applications.

Functional turf is turf located in recreational areas or community spaces. Examples include:

- Sports fields (soccer, baseball, etc.)
- School recreation areas (playgrounds, running tracks, etc.)
- Areas regularly used for civic or community events (city parks, event centers, etc.)

Nonfunctional turf is turf used only for decoration with no regular recreational or civic use. As a general rule, turf that is accessed only for mowing is likely nonfunctional turf. Examples include:

- Decorative lawn not used for recreation, civic, and/or other community events
- Turf enclosed by fencing or other barriers to permanently block human access for recreation or assembly
- Turf in street rights-of-way and parking lots

The law does not ban turf—it prohibits using potable water on nonfunctional turf. Functional turf may still be irrigated with potable water, and nonfunctional turf may still be irrigated with recycled water. The law allows for the irrigation of trees located in nonfunctional turf with potable water as needed for the health of trees and other perennial non-turf plantings. The new law will be phased in over five years, starting in 2027, based on the type of property. The deadlines in COR Table 9-B are the compliance dates, which means the applicable property must stop irrigating nonfunctional turf with potable water by that date and may not irrigate with potable water in the future. AB 1572 does not apply to private residential properties. This is a permanent prohibition.

COR Table 9-B AB 1572 Compliance Dates

Property Type	Compliance Date
State/local government, local and regional public agencies, public water systems	January 1, 2027
All other institutional, commercial, and industrial properties (not described above)	January 1, 2028
HOA common areas, common interest developments and community service organizations, or similar entities	January 1, 2029
Government/public water system properties in disadvantaged communities	January 1, 2031, or when funding is available to convert NFT, whichever is later

The City is applying focused effort toward compliance with AB 1572 through a comprehensive set of initiatives focused on the removal of non-functional turf. The Parks Division is actively collaborating with other City departments to remove non-functional grass in public areas, administrative buildings, and library grounds, while planning the replacement of ornamental grass strips along City-maintained streets and parking lots. To encourage broader participation from residents and businesses, the City has boosted rebate programs with a tiered incentive structure offering $1.50 per square foot for standard turf removal and a higher $3.00 per square foot for small or narrow areas (under 10 feet wide), which frequently qualify as non-functional turf. Complementing these financial incentives, the Water Wise House Calls program provides approximately 1,000 free on-site consultations each year to help property owners identify non-functional turf and develop compliant retrofit plans. The City has expanded commercial engagement by hiring additional staff to support local businesses with reporting requirements and compliance strategies. These efforts are further supported by the WaterSmart Plant List, an official database on the City's website of low-water-use plants well-suited to the region's climate.

9.6 Members of the California Urban Water Conservation Council

In 1991 (amended September 16, 1999), a memorandum of understanding (MOU) regarding urban water conservation in California was made that formalizes an agreement between DWR, water utilities, environmental organizations, and other interested groups to implement Best Management Practices (BMPs) and make a cooperative effort to reduce the consumption of California’s water resources. This MOU is administered by the California Water Efficiency Partnership (CalWEP).

In 1991, Roseville became a voluntary signatory of CalWEP’s MOU (formerly the California Urban Water Conservation Council or CUWCC). Since becoming a signatory to the MOU, the City has implemented and promoted its water use efficiency programs to help customers reduce water demand. The City reports to CalWEP on its coverage of the recommended BMPs on a calendar year basis.

The Urban Water Management Planning Act (Water Code Section 10631 (j)) allows for an urban retail water agency that is a signatory member of CalWEP to meet the DMM requirements by documenting that CalWEP has determined the urban water agency is complying (coverage) with all of the provisions of the MOU. Documentation of the City’s compliance is provided in Appendix P.

Chapter 10 Plan Adoption and Submittal

This chapter provides information regarding the notification, public hearing, and adoption of the plan.

10.1 Inclusion of all 2025 Data

If a water supplier bases its accounting on a fiscal year (July through June) the data contained in the UWMP must be through the end of the 2025 fiscal year (June 2025). If the water supplier bases its accounting on a calendar year, the data must be through the end of the 2025 calendar year (December 2025).

As indicated in Chapter 1, the City uses a calendar year for the water supply and demand accounting, and therefore this 2025 UWMP includes data through December 2025.

10.2 Notice of Public Hearing

The City provided 60-day notice of the preparation of its 2025 UWMP, and the notice of the 2025 UWMP Public Hearing to the cities and counties listed in DWR Table 10-1.

DWR Table 10-1

Submittal Table 10-1 Retail: Notification to Cities and Counties Water Code Section 10621(b) and 10642		
City Name	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
City of Roseville	Yes	Yes
City of Sacramento	Yes	Yes
County Name **Drop Down List**	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Placer County	Yes	Yes
Sacramento County	Yes	Yes

Other agencies notified included the following:

- California American Water
- Citrus Heights Water District
- Placer County Water Agency
- Regional Water Authority
- San Juan Water District
- Sacramento Municipal Utilities District
- Sacramento Suburban Water District
- US Bureau of Reclamation

Public hearing notifications for adopting the Plan will be published in the local newspaper (Roseville Press Tribune) and on the City's website. A copy of the published Notice of Public Hearing is included in Appendix B.

10.3 Public Hearing and Adoption

The City has encouraged community and public interest involvement in the Plan update through the use of public meetings and web-based communication. Copies of the City's outreach efforts are included in Appendix B.

On June 17, 2026, public hearings for the Urban Water Management Plan and Water Shortage Contingency Plan will be held. The public hearings provide an opportunity for all City water users and the public to become familiar with the Urban Water Management Plan and Water Shortage Contingency Plan and to ask questions about the plan's contents. In addition, the hearings present an opportunity for the public to learn about or comment on the City's continuing plans for providing a reliable, safe, high-quality water supply. Copies of the draft Urban Water Management Plan and Water Shortage Contingency Plan will be made available for public inspection on the City's website in advance of the public hearings.

Following the public hearings, adoption hearings for the Urban Water Management Plan and Water Shortage Contingency Plan will be held on June 17, 2026, for adoption by City Council in separate resolutions. A copy of the adoption resolution for the 2025 Urban Water Management Plan will be provided in Appendix Q.

The adopted Water Shortage Contingency Plan will be included as Appendix M of this Urban Water Management Plan and a copy of the adoption resolution will be provided in Exhibit C of the Water Shortage Contingency Plan.

10.4 Plan Submittal

A copy of the 2025 UWMP will be submitted to DWR within 30 days of adoption and by July 1, 2026. The adopted UWMP will be submitted electronically to DWR using the California Urban Water Use Efficiency (WUE) data submittal tool. A CD or hardcopy of the adopted 2025 UWMP will also be submitted to the California State Library.

No later than 30 days after adoption, a copy of the adopted 2025 UWMP, including the Water Shortage Contingency Plan, will be provided to the cities and counties to which the City provides water.

10.5 Public Availability

No later than 30 days after submittal to DWR, copies of this 2025 UWMP will be available for public review at the City's public offices. An electronic copy of this Plan will also be available for review and download on the City's website: www.roseville.ca.gov/UWMP.

10.6 Public Implementation

This Plan will be the source document for any Senate Bill 610 Water Supply Assessment or Senate Bill 221 Water Supply Verifications required for any proposed projects between 2026 and 2030 that are subject to the California Environmental Quality Act (CEQA) and would demand an amount of water equivalent or greater than the amount of water by a 500-dwelling unit project. This Plan will also be the source document for water demand projections and water supply availability. Lastly, this Plan will provide guidance and direction on development of new local supplies and implementation of water conservation programs and recycled water expansion to meet the requirements of the Water Conservation Act and the "Making Conservation a California Way of Life" regulatory framework.

10.7 Amending an Adopted UWMP

If the City amends its 2025 UWMP or the Water Shortage Contingency Plan contained therein, copies of amendments or changes to the plans will be submitted to DWR, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

10.8 California Water Code Requirements

Demonstration of compliance with all applicable requirements of the California Water Code pertaining to Urban Water Management Plan and Water Shortage Contingency Plan is provided in Appendix R. Appendix R was developed based on the UWMP Checklist provided in the Guidebook and is organized by subject.

Appendix A – Notifications to Wholesale Suppliers

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

April 21, 2026

Mr. Drew Lessard, Area Manager
Central California Area Office
7794 Folsom Dam Road
Folsom, CA 95630

RE: City of Roseville 2025 Urban Water Management Plan Demand Projections

Dear Mr. Lessard:

We sent a notice earlier this year to inform you that the City of Roseville (City) Water Utility had begun preparation of the 2025 Urban Water Management Plan. In accordance with California Warter Code Section 10631, as the City is a retail water supplier receiving water from your agency, we have provided you with projected water use through 2045 in the table below. The City plans to make full beneficial use of each year's allotments.

Supply Source	2030	2035	2040	2045
US Bureau of Reclamation	32,000 AF	32,000 AF	32,000 AF	32,000 AF

A complete draft of the 2025 Urban Water Management Plan, which is inclusive of the updated Water Shortage Contingency Plan, can be accessed at www.roseville.ca.gov/UWMP. A public hearing of the Water Shortage Contingency Plan and Urban Water Management Plan will be held on June 17th at 6:00 pm. We encourage you to attend the public hearing which will be held at the first floor of the Electric Building at 116 South Grant Street, Roseville, CA 95678. For information regarding the meeting and providing public comment please visit the City's website at https://www.roseville.ca.gov/administration/city_council/index.php.

Should you wish to contact the City regarding either of the plans, you may do so by writing or emailing to the undersigned below. Thank you.

Sincerely,



George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

April 21, 2026

Mr. Jeremy Shepard, Director of Technical Services
Placer County Water Agency
PO Box 6570
Auburn, CA 95604-6570

RE: City of Roseville 2025 Urban Water Management Plan Demand Projections

Dear Mr. Shepard:

We sent a notice earlier this year to inform you that the City of Roseville (City) Water Utility had begun preparation of the 2025 Urban Water Management Plan. In accordance with California Warter Code Section 10631, as the City is a retail water supplier receiving water from your agency, we have provided you with projected water use through 2045 in the table below.

Supply Source	2030	2035	2040	2045
Placer County Water Agency Existing Contracts	39,000 AF	44,000 AF	44,000 AF	44,000 AF

A complete draft of the 2025 Urban Water Management Plan, which is inclusive of the updated Water Shortage Contingency Plan, can be accessed at www.roseville.ca.gov/UWMP. A public hearing of the Water Shortage Contingency Plan and Urban Water Management Plan will be held on June 17th at 6:00 pm. We encourage you to attend the public hearing which will be held at the first floor of the Electric Building at 116 South Grant Street, Roseville, CA 95678. For information regarding the meeting and providing public comment please visit the City's website at https://www.roseville.ca.gov/administration/city_council/index.php.

Should you wish to contact the City regarding either of the plans, you may do so by writing or emailing to the undersigned below. Thank you.

Sincerely,



George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Appendix B – Public and Agency Outreach

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

S. Audie Foster, Director of Northern Operations
California American Water
4701 Beloit Drive
Sacramento, CA 95838

RE: City of Roseville 2025 Urban Water Management Plan

Dear S. Audie Foster:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process.

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to ghanson@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Mr. Hilary Straus, General Manager
Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, CA 95610

RE: City of Roseville 2025 Urban Water Management Plan

Dear Mr. Straus:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process.

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to ghanson@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Ms. Maraskeshia Smith, City Manager
City of Sacramento
914 I Street
Sacramento, CA 95814

RE: City of Roseville 2025 Urban Water Management Plan

Dear Ms. Smith:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process.

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to ghanson@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manger
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Mr. Jeremy Shepard, Director of Technical Services
Placer County Water Agency
PO Box 6570
Auburn, CA 95604-6570

RE: City of Roseville 2025 Urban Water Management Plan

Dear Mr. Shepard:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process. Additionally, in accordance with California Water Code Section 10631, as we are a retail water supplier receiving water from your agency, we will provide you with projected water use for the next 20 years (up to the year 2045).

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to ghanson@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Mr. Derek Gade, Director
Placer County Public Works Department
3901 County Center Drive, Suite 220
Auburn, CA 95603

RE: City of Roseville 2025 Urban Water Management Plan

Dear Mr. Gade:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process.

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to ghanson@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Mr. James Peifer, Executive Director
Regional Water Authority
2295 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

RE: City of Roseville 2025 Urban Water Management Plan

Dear Mr. Peifer:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process.

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to ghanson@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Mr. Matt Robinson, Public Informant Officer
Sacramento County
827 7th Street, Room 301
Sacramento, CA 95814

RE: City of Roseville 2025 Urban Water Management Plan

Dear Mr. Robinson:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process.

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to ghanson@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Mr. Adam Larsen, General Manager
San Juan Water District
9935 Auburn-Folsom Road
Granite Bay, CA 95746

RE: City of Roseville 2025 Urban Water Management Plan

Dear Mr. Larsen:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process.

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to ghanson@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Mr. Paul Lau, Chief Executive Officer and General Manager
Sacramento Municipal Utility District
6201 S Street
Sacramento, CA 95817

RE: City of Roseville 2025 Urban Water Management Plan

Dear Mr. Lau:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process.

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to ghanson@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Mr. Daniel York, General Manager
Sacramento Suburban Water District
3701 Marconi Avenue, Suite 100
Sacramento, CA 95821

RE: City of Roseville 2025 Urban Water Management Plan

Dear Mr. York:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process.

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to ghanson@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Mr. Drew Lessard, Area Manager
Central California Area Office
7794 Folsom Dam Road
Folsom, CA 95630

RE: City of Roseville 2025 Urban Water Management Plan

Dear Mr. Lessard:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process. Additionally, in accordance with California Water Code Section 10631, as we are a retail water supplier receiving water from your agency, we will provide you with projected water use for the next 20 years (up to the year 2045).

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to sbigley@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Mr. Dominick Casey, City Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

RE: City of Roseville 2025 Urban Water Management Plan

Dear Mr. Casey:

The City of Roseville's (City) Water Utility Division has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway.

Prior to Board adoption of the plan a public hearing will be held, and per the Water Code, we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available for your review in advance of the public hearing.

Please let me know if you have any questions.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Environmental Utilities
Water Division
2005 Hilltop Circle
Roseville, California 95747

February 4, 2026

Mr. Paul Hellman, Director
Placer County Community Development Resource Agency
3091 County Center Drive
Auburn, CA 95603

RE: City of Roseville 2025 Urban Water Management Plan

Dear Mr. Hellman:

The City of Roseville (City) water utility has begun preparing the 2025 Urban Water Management Plan, which must be completed by July 1, 2026. In accordance with California Water Code Section 10642, we are writing to notify you that preparation is underway and to encourage your active input and involvement in the process.

Prior to Board adoption of the plan a public hearing will be held, and we will notify you of the date, time, and location of the meeting. We will also make a draft of the 2025 Urban Water Management Plan available to your agency in advance of the public hearing.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to ghanson@roseville.ca.us. Thank you.

Sincerely,

George Hanson
Water Utility Manager
City of Roseville
Environmental Utilities Department

Appendix C – Land Use Element

The Land Use Element of the City of Roseville's General Plan can be accessed at the link below.

https://www.roseville.ca.gov/development_services/planning/general_plan.php#doc_center_0_panel_0

Appendix D – AWWA Water Loss Audits

AWWA Free Water Audit Software: Worksheet

FWAS v6.0

American Water Works Association.

Water Audit Report for: City of Roseville

Audit Year: 2024 | Jan 01 2024 - Dec 31 2024 | Calendar

Click 'n' to add notes

Click 'g' to determine data validity grade

To edit water system info: go to start page

To access definitions, click the input name

All volumes to be entered as: ACRE-FEET PER YEAR

Water Supplied Error Adjustments

WATER SUPPLIED

choose entry option:

VOS	Volume from Own Sources:	n	g	7	31,245.460	Acre-ft/Yr	n	g	8	volume	462.300	acre-ft/yr	under-registration	VOSEA
WI	Water Imported:	n	g	6	1,698.300	Acre-ft/Yr	n	g		percent				WIEA
WE	Water Exported:	n	g	6	2,245.900	Acre-ft/Yr	n	g		percent				WEEA

WATER SUPPLIED: 31,160.160 Acre-ft/Yr

AUTHORIZED CONSUMPTION

choose entry option:

BMAC	Billed Metered:	n	g	8	28,039.000	Acre-ft/Yr			
BUAC	Billed Unmetered:	n	g	10	117.000	Acre-ft/Yr			
UMAC	Unbilled Metered:	n	g	10	172.150	Acre-ft/Yr			
UUAC	Unbilled Unmetered:	n	g	5	307.540	Acre-ft/Yr	custom	307.540	acre-ft/yr

AUTHORIZED CONSUMPTION: 28,635.690 Acre-ft/Yr

WATER LOSSES

2,524.470 Acre-ft/Yr

Apparent Losses

choose entry option:

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

SDHE	Systematic Data Handling Errors:	n	g	3	70.390	Acre-ft/Yr	0.25%	default		
CMI	Customer Metering Inaccuracies:	n	g	3	284.961	Acre-ft/Yr	1.00%	percent	under-registration	
UC	Unauthorized Consumption:	n	g	3	70.390	Acre-ft/Yr	0.25%	default		

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: 425.741 Acre-ft/Yr

Real Losses

Real Losses: 2,098.729 Acre-ft/Yr

WATER LOSSES: 2,524.470 Acre-ft/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 3,004.160 Acre-ft/Yr

SYSTEM DATA

Lm	Length of mains:	n	g	10	715.0	miles	(including fire hydrant lead lengths)
Nc	Number of service connections:	n	g	8	52,102		(active *and* inactive)
	Service connection density:				73	conn./mile main	

Are customer meters typically located at the curbstop/property line? Yes

Lp n g 10

Average length of customer service line has been set to zero and a data grading of 10 has been applied

AOP Average Operating Pressure: n g 9 82.8 psi

COST DATA

CRUC	Customer Retail Unit Charge:	n	g	10	$10.90	$/100 cubic feet (ccf)	Total Annual Operating Cost	
VPC	Variable Production Cost:	n	g	8	$138.12	$/acre-ft	$48,238,692	$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

***** The Water Audit Data Validity Score is in Tier IV (71-90). See Dashboard tab for additional outputs. *****

go to dashboard

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

1: Volume from Own Sources (VOS)

2: Customer Metering Inaccuracies (CMI)

3: Billed Metered (BMAC)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses:		gal/conn/day
Unit Apparent Losses:		gal/conn/day
Unit Real Losses[^]:		gal/conn/day
Unit Real Losses[^]:		gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)

AWWA Free Water Audit Software: Worksheet

FWAS v6.0

American Water Works Association.

Water Audit Report for: City of Roseville

Audit Year: 2023 | Jan 01 2023 - Dec 31 2023 | Calendar

Click 'n' to add notes

Click 'g' to determine data validity grade

To edit water system info: go to start page

To access definitions, click the input name

All volumes to be entered as: ACRE-FEET PER YEAR

Water Supplied Error Adjustments

WATER SUPPLIED

choose entry option:

VOS	Volume from Own Sources:	n	g	7	29,021.380	Acre-ft/Yr	n	g	8		volume	13.690	acre-ft/yr	under-registration	VOSEA
WI	Water Imported:	n	g	6	1,775.800	Acre-ft/Yr	n	g	4		percent				WIEA
WE	Water Exported:	n	g	6	1,803.900	Acre-ft/Yr	n	g	4		percent				WEEA
	WATER SUPPLIED:				29,006.970	Acre-ft/Yr									

AUTHORIZED CONSUMPTION

choose entry option:

BMAC	Billed Metered:	n	g	8	27,078.020	Acre-ft/Yr								
BUAC	Billed Unmetered:	n	g	10	131.710	Acre-ft/Yr								
UMAC	Unbilled Metered:	n	g	10	133.860	Acre-ft/Yr								
UUAC	Unbilled Unmetered:	n	g	5	312.280	Acre-ft/Yr					custom	312.280	acre-ft/yr	
	AUTHORIZED CONSUMPTION:				27,655.870	Acre-ft/Yr								

WATER LOSSES

1,351.100 Acre-ft/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

choose entry option:

SDHE	Systematic Data Handling Errors:	n	g	3	68.024	Acre-ft/Yr	0.25%	default	
CMI	Customer Metering Inaccuracies:	n	g	3	274.867	Acre-ft/Yr	1.00%	percent	under-registration
UC	Unauthorized Consumption:	n	g	3	68.024	Acre-ft/Yr	0.25%	default	

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: 410.916 Acre-ft/Yr

Real Losses

Real Losses: 940.184 Acre-ft/Yr

WATER LOSSES: 1,351.100 Acre-ft/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 1,797.240 Acre-ft/Yr

SYSTEM DATA

Lm	Length of mains:	n	g	10	704.0	miles	(including fire hydrant lead lengths)
Nc	Number of service connections:	n	g	8	50,757		(active *and* inactive)
	Service connection density:				72	conn./mile main	
	Are customer meters typically located at the curbstop/property line?				Yes		
Lp		n	g	10			
	Average length of customer service line has been set to zero and a data grading of 10 has been applied						
AOP	Average Operating Pressure:	n	g	9	82.2	psi	

COST DATA

CRUC	Customer Retail Unit Charge:	n	g	10	$8.81	$/100 cubic feet (ccf)	Total Annual Operating Cost	
VPC	Variable Production Cost:	n	g	8	$144.27	$/acre-ft		$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

***** The Water Audit Data Validity Score is in Tier IV (71-90). See Dashboard tab for additional outputs. *****

go to dashboard

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

1: Volume from Own Sources (VOS)

2: Customer Metering Inaccuracies (CMI)

3: Billed Metered (BMAC)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses:		gal/conn/day
Unit Apparent Losses:		gal/conn/day
Unit Real Losses[^]:		gal/conn/day
Unit Real Losses[=]:		gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)

AWWA Free Water Audit Software: Worksheet

FWAS v6.0

American Water Works Association.

Water Audit Report for: City of Roseville

Audit Year: 2022 | Jan 01 2022 - Dec 31 2022 | Calendar

Click 'n' to add notes

Click 'g' to determine data validity grade

To edit water system info: go to start page

To access definitions, click the input name

All volumes to be entered as: ACRE-FEET PER YEAR

Water Supplied Error Adjustments

WATER SUPPLIED

		n	g				n	g			choose entry option:			
VOS	Volume from Own Sources:	n	g	7	29,720.700	Acre-ft/Yr	n	g	8		volume	23.600	acre-ft/yr	under-registration VOSEA
WI	Water Imported:	n	g	6	1,452.600	Acre-ft/Yr	n	g	4		percent			WIEA
WE	Water Exported:	n	g	6	1,648.800	Acre-ft/Yr	n	g	4		percent			WEEA

WATER SUPPLIED: 29,548.100 Acre-ft/Yr

AUTHORIZED CONSUMPTION

							choose entry option:		
BMAC	Billed Metered:	n	g	8	27,285.000	Acre-ft/Yr			
BUAC	Billed Unmetered:	n	g	10	127.000	Acre-ft/Yr			
UMAC	Unbilled Metered:	n	g	10	153.300	Acre-ft/Yr			
UUAC	Unbilled Unmetered:	n	g	5	320.020	Acre-ft/Yr	custom	320.020	acre-ft/yr

AUTHORIZED CONSUMPTION: 27,885.320 Acre-ft/Yr

WATER LOSSES

1,662.780 Acre-ft/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

							choose entry option:		
SDHE	Systematic Data Handling Errors:	n	g	3	68.530	Acre-ft/Yr	0.25%	default	
CMI	Customer Metering Inaccuracies:	n	g	3	277.155	Acre-ft/Yr	1.00%	percent	under-registration
UC	Unauthorized Consumption:	n	g	3	68.530	Acre-ft/Yr	0.25%	default	

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: 414.215 Acre-ft/Yr

Real Losses

Real Losses: 1,248.565 Acre-ft/Yr

WATER LOSSES: 1,662.780 Acre-ft/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 2,136.100 Acre-ft/Yr

SYSTEM DATA

Lm	Length of mains:	n	g	10	690.0	miles	(including fire hydrant lead lengths)
Nc	Number of service connections:	n	g	8	49,482		(active *and* inactive)
	Service connection density:				72	conn./mile main	

Are customer meters typically located at the curbstop/property line? Yes

Lp n g 10

Average length of customer service line has been set to zero and a data grading of 10 has been applied

AOP Average Operating Pressure: n g 9 83.5 psi

COST DATA

CRUC	Customer Retail Unit Charge:	n	g	10	$6.68	$/100 cubic feet (ccf)	Total Annual Operating Cost	
VPC	Variable Production Cost:	n	g	8	$118.21	$/acre-ft		$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

***** The Water Audit Data Validity Score is in Tier IV (71-90). See Dashboard tab for additional outputs. *****

go to dashboard

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

1: Volume from Own Sources (VOS)

2: Customer Metering Inaccuracies (CMI)

3: Billed Metered (BMAC)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses:		gal/conn/day
Unit Apparent Losses:		gal/conn/day
Unit Real Losses[^]:		gal/conn/day
Unit Real Losses[^]:		gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)

AWWA Free Water Audit Software:
Reporting Worksheet

WAS v5.0

American Water Works Association.
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? Click to access definition
+ Click to add a comment

Water Audit Report for: City of Roseville (CA3110008)
Reporting Year: 2021 1/2021 - 12/2021

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: ACRE-FEET PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

Master Meter and Supply Error Adjustments

WATER SUPPLIED

<---------- Enter grading in column 'E' and 'J' ---------->

					Pcnt:	Value:	
Volume from own sources:	7	29,242.520	acre-ft/yr	7	-1.04%		acre-ft/yr
Water imported:	5	1,738.400	acre-ft/yr				acre-ft/yr
Water exported:	4	1,780.600	acre-ft/yr				acre-ft/yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 29,507.638 acre-ft/yr

AUTHORIZED CONSUMPTION

Click here: ? for help using option buttons below

				Pcnt:	Value:	
Billed metered:	7	28,541.670	acre-ft/yr			
Billed unmetered:	10	125.260	acre-ft/yr			
Unbilled metered:	7	109.060	acre-ft/yr			
Unbilled unmetered:	8	19.590	acre-ft/yr		19.590	acre-ft/yr

Use buttons to select percentage of water supplied **OR** value

AUTHORIZED CONSUMPTION: ? 28,795.580 acre-ft/yr

WATER LOSSES (Water Supplied - Authorized Consumption) 712.058 acre-ft/yr

Apparent Losses

				Pcnt:	Value:	
Unauthorized consumption:		73.769	acre-ft/yr	0.25%		acre-ft/yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	6	289.401	acre-ft/yr	1.00%		acre-ft/yr
Systematic data handling errors:	5	71.354	acre-ft/yr	0.25%		acre-ft/yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: ? 434.525 acre-ft/yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: ? 277.534 acre-ft/yr

WATER LOSSES: 712.058 acre-ft/yr

NON-REVENUE WATER

NON-REVENUE WATER: ? 840.708 acre-ft/yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	9	686.0	miles
Number of active AND inactive service connections:	9	47,930	
Service connection density:		70	conn./mile main

Are customer meters typically located at the curbstop or property line? Yes

Average length of customer service line: (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure:	7	81.9	psi

COST DATA

Total annual cost of operating water system:	10	$42,460,847	$/Year	
Customer retail unit cost (applied to Apparent Losses):	9	$5.70	$/100 cubic feet (ccf)	
Variable production cost (applied to Real Losses):	6	$109.24	$/acre-ft	☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 72 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources
2: Billed metered
3: Customer metering inaccuracies

AWWA Free Water Audit Software:
Reporting Worksheet

WAS v5.0

American Water Works Association.
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? Click to access definition
+ Click to add a comment

Water Audit Report for: City of Roseville (3110008)
Reporting Year: 2020 1/2020 - 12/2020

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: ACRE-FEET PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

Master Meter and Supply Error Adjustments

WATER SUPPLIED

<---------- Enter grading in column 'E' and 'J' ---------->

					Pcnt:	Value:	
Volume from own sources:	8	29,631.250	acre-ft/yr	7		194.490	acre-ft/yr
Water imported:	5	1,351.500	acre-ft/yr				acre-ft/yr
Water exported:	4	1,450.700	acre-ft/yr				acre-ft/yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 29,337.560 acre-ft/yr

AUTHORIZED CONSUMPTION

Click here: ? for help using option buttons below

				Pcnt:	Value:	
Billed metered:	7	28,133.950	acre-ft/yr			
Billed unmetered:	10	114.700	acre-ft/yr			
Unbilled metered:	7	7.560	acre-ft/yr			
Unbilled unmetered:	8	25.080	acre-ft/yr		25.080	acre-ft/yr

Use buttons to select percentage of water supplied **OR** value

AUTHORIZED CONSUMPTION: ? 28,281.290 acre-ft/yr

WATER LOSSES (Water Supplied - Authorized Consumption)

1,056.270 acre-ft/yr

Apparent Losses

				Pcnt:	Value:	
Unauthorized consumption:		73.344	acre-ft/yr	0.25%		acre-ft/yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	6	284.258	acre-ft/yr	1.00%		acre-ft/yr
Systematic data handling errors:		70.335	acre-ft/yr	0.25%		acre-ft/yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: ? 427.936 acre-ft/yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: ? 628.334 acre-ft/yr

WATER LOSSES: 1,056.270 acre-ft/yr

NON-REVENUE WATER

NON-REVENUE WATER: ? 1,088.910 acre-ft/yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	9	660.8	miles
Number of active AND inactive service connections:	9	46,426	
Service connection density:		70	conn./mile main

Are customer meters typically located at the curbstop or property line? Yes

Average length of customer service line: (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: 7 82.2 psi

COST DATA

Total annual cost of operating water system:	10	$14,545,147	$/Year	
Customer retail unit cost (applied to Apparent Losses):	9	$3.28	$/100 cubic feet (ccf)	
Variable production cost (applied to Real Losses):	5	$116.00	$/acre-ft	☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 75 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources
2: Variable production cost (applied to Real Losses)
3: Billed metered

Appendix E – SWRCB Calculated Water Loss Standards

The California State Water Resources Control Board's (SWRCB) calculated water loss standards can be accessed at the link below.

https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.waterboards.ca.gov%2Fconservation%2Fdocs%2Fwaterlosscontrol%2Fstandards-released.xlsx&wdOrigin=BROWSELINK

Appendix F – 2015 SBX7-7 Verification Form

SB X7-7 Table 0: Units of Measure Used in UWMP* *(select one from the drop down list)*
Acre Feet
**The unit of measure must be consistent with Table 2-3*
NOTES:

SB X7-7 Table-1: Baseline Period Ranges			
Baseline	**Parameter**	**Value**	**Units**
10- to 15-year baseline period	2008 total water deliveries	34,052	Acre Feet
	2008 total volume of delivered recycled water	2,985	Acre Feet
	2008 recycled water as a percent of total deliveries	8.77%	Percent
	Number of years in baseline period[1, 2]	10	Years
	Year beginning baseline period range	1995	
	Year ending baseline period range[3]	2004	
5-year baseline period	Number of years in baseline period	5	Years
	Year beginning baseline period range	2003	
	Year ending baseline period range[4]	2007	

[1] If the 2008 recycled water percent is less than 10 percent, then the first baseline period is a continuous 10-year period. If the amount of recycled water delivered in 2008 is 10 percent or greater, the first baseline period is a continuous 10- to 15-year period. *[2] The Water Code requires that the baseline period is between 10 and 15 years. However, DWR recognizes that some water suppliers may not have the minimum 10 years of baseline data.*

[3] The ending year must be between December 31, 2004 and December 31, 2010.

[4] The ending year must be between December 31, 2007 and December 31, 2010.

NOTES:

SB X7-7 Table 2: Method for Population Estimates	
Method Used to Determine Population (may check more than one)	
☑	**1. Department of Finance** (DOF) DOF Table E-8 (1990 - 2000) and (2000-2010) and DOF Table E-5 (2011 - 2015) when available
☐	**2. Persons-per-Connection Method**
☐	**3. DWR Population Tool**
☐	**4. Other** DWR recommends pre-review
NOTES:	

SB X7-7 Table 3: Service Area Population		
Year		Population
10 to 15 Year Baseline Population		
Year 1	1995	54,602
Year 2	1996	58,424
Year 3	1997	62,619
Year 4	1998	66,761
Year 5	1999	71,824
Year 6	2000	74,562
Year 7	2001	78,420
Year 8	2002	83,167
Year 9	2003	89,289
Year 10	2004	94,561
5 Year Baseline Population		
Year 1	2003	89,289
Year 2	2004	94,561
Year 3	2005	99,295
Year 4	2006	101,641
Year 5	2007	103,693
2015 Compliance Year Population		
2015		123,572
NOTES: Does not include approximately 4,810 person living within City limits, but outside the water service area.		

SB X7-7 Table 4-A: Volume Entering the Distribution System(s)

Complete one table for each source.

Name of Source	All Sources
This water source is:	
☑	The supplier's own water source
☑	A purchased or imported source

Baseline Year *Fm SB X7-7 Table 3*		Volume Entering Distribution System	Meter Error Adjustment* *Optional (+/-)*	Corrected Volume Entering Distribution System
10 to 15 Year Baseline - Water into Distribution System				
Year 1	1995	18,841		18,841
Year 2	1996	21,254		21,254
Year 3	1997	23,001		23,001
Year 4	1998	20,462		20,462
Year 5	1999	24,179		24,179
Year 6	2000	25,646		25,646
Year 7	2001	28,100		28,100
Year 8	2002	29,853		29,853
Year 9	2003	29,714		29,714
Year 10	2004	32,468		32,468
5 Year Baseline - Water into Distribution System				
Year 1	2003	29,714		29,714
Year 2	2004	32,468		32,468
Year 3	2005	31,481		31,481
Year 4	2006	33,637		33,637
Year 5	2007	33,864		33,864
2015 Compliance Year - Water into Distribution System				
2015		22,881		22,881

** Meter Error Adjustment - See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 4: Annual Gross Water Use *								
Baseline Year *Fm SB X7-7 Table 3*		**Volume Into Distribution System** *This column will remain blank until SB X7-7 Table 4-A is completed.*	**Deductions**					**Annual Gross Water Use**
			Exported Water	**Change in Dist. System Storage (+/-)**	**Indirect Recycled Water** *This column will remain blank until SB X7-7 Table 4-B is completed.*	**Water Delivered for Agricultural Use**	**Process Water** *This column will remain blank until SB X7-7 Table 4-D is completed.*	
10 to 15 Year Baseline - Gross Water Use								
Year 1	1995	18,841			-		-	18,841
Year 2	1996	21,254			-		-	21,254
Year 3	1997	23,001			-		-	23,001
Year 4	1998	20,462			-		-	20,462
Year 5	1999	24,179			-		-	24,179
Year 6	2000	25,646			-		-	25,646
Year 7	2001	28,100			-		-	28,100
Year 8	2002	29,853			-		-	29,853
Year 9	2003	29,714			-		-	29,714
Year 10	2004	32,468			-		-	32,468
10 - 15 year baseline average gross water use								**25,352**
5 Year Baseline - Gross Water Use								
Year 1	2003	29,714			-		-	29,714
Year 2	2004	32,468			-		-	32,468
Year 3	2005	31,481			-		-	31,481
Year 4	2006	33,637			-		-	33,637
Year 5	2007	33,864			-		-	33,864
5 year baseline average gross water use								**32,233**
2015 Compliance Year - Gross Water Use								
2015		22,881	-		-		-	**22,881**

* NOTE that the units of measure must remain consistent throughout the UWMP, as reported in Table 2-3

NOTES:

SB X7-7 Table 5: Gallons Per Capita Per Day (GPCD)				
Baseline Year *Fm SB X7-7 Table 3*		Service Area Population *Fm SB X7-7 Table 3*	Annual Gross Water Use *Fm SB X7-7 Table 4*	Daily Per Capita Water Use (GPCD)
10 to 15 Year Baseline GPCD				
Year 1	1995	54,602	18,841	308
Year 2	1996	58,424	21,254	325
Year 3	1997	62,619	23,001	328
Year 4	1998	66,761	20,462	274
Year 5	1999	71,824	24,179	301
Year 6	2000	74,562	25,646	307
Year 7	2001	78,420	28,100	320
Year 8	2002	83,167	29,853	320
Year 9	2003	89,289	29,714	297
Year 10	2004	94,561	32,468	307
10-15 Year Average Baseline GPCD				**309**
5 Year Baseline GPCD				
Baseline Year *Fm SB X7-7 Table 3*		Service Area Population *Fm SB X7-7 Table 3*	Gross Water Use *Fm SB X7-7 Table 4*	Daily Per Capita Water Use
Year 1	2003	89,289	29,714	297
Year 2	2004	94,561	32,468	307
Year 3	2005	99,295	31,481	283
Year 4	2006	101,641	33,637	295
Year 5	2007	103,693	33,864	292
5 Year Average Baseline GPCD				**295**
2015 Compliance Year GPCD				
2015		123,572	22,881	**165**
NOTES:				

SB X7-7 Table 6: Gallons per Capita per Day *Summary From Table SB X7-7 Table 5*	
10-15 Year Baseline GPCD	309
5 Year Baseline GPCD	295
2015 Compliance Year GPCD	165
NOTES:	

SB X7-7 Table 7: 2020 Target Method *Select Only One*		
Target Method		Supporting Documentation
☑	Method 1	SB X7-7 Table 7A
☐	Method 2	SB X7-7 Tables 7B, 7C, and 7D *Contact DWR for these tables*
☐	Method 3	SB X7-7 Table 7-E
☐	Method 4	Method 4 Calculator
NOTES:		

SB X7-7 Table 7-A: Target Method 1 20% Reduction	
10-15 Year Baseline GPCD	**2020 Target GPCD**
309	**247**
NOTES:	

SB X7-7 Table 7-F: Confirm Minimum Reduction for 2020 Target			
5 Year Baseline GPCD *From SB X7-7 Table 5*	Maximum 2020 Target[1]	Calculated 2020 Target[2]	**Confirmed 2020 Target**
295	280	247	**247**

[1] *Maximum 2020 Target is 95% of the 5 Year Baseline GPCD* [2] *2020 Target is calculated based on the selected Target Method, see SB X7-7 Table 7 and corresponding tables for agency's calculated target.*

NOTES:

SB X7-7 Table 8: 2015 Interim Target GPCD		
Confirmed 2020 Target *Fm SB X7-7 Table 7-F*	10-15 year Baseline GPCD *Fm SB X7-7 Table 5*	**2015 Interim Target GPCD**
247	309	**278**

NOTES:

SB X7-7 Table 9: 2015 Compliance								
Actual 2015 GPCD	2015 Interim Target GPCD	Optional Adjustments *(in GPCD)* Enter "0" if Adjustment Not Used: Extraordinary Events	Weather Normalization	Economic Adjustment	TOTAL Adjustments	Adjusted 2015 GPCD	2015 GPCD *(Adjusted if applicable)*	**Did Supplier Achieve Targeted Reduction for 2015?**
165	278	*From Methodology 8 (Optional)*	*From Methodology 8 (Optional)*	*From Methodology 8 (Optional)*	-	165	165	**YES**

NOTES:

Appendix G – 2020 SBX7-7 Compliance Form

SB X7-7 Table 0: Units of Measure Used in 2020 UWMP* *(select one from the drop down list)*
Acre Feet
**The unit of measure must be consistent throughout the UWMP, as reported in Submittal Table 2-3.*
NOTES:

SB X7-7 Table 2: Method for 2020 Population Estimate	
Method Used to Determine 2020 Population (may check more than one)	
☑	**1. Department of Finance** (DOF) or **American Community Survey** (ACS)
☐	**2. Persons-per-Connection Method**
☐	**3. DWR Population Tool**
☑	**4. Other** DWR recommends pre-review
NOTES: The population for areas in the City of Roseville boundary not served by the City of Roseville Water Utility was subtracted from the total 2020 DOF population.	

SB X7-7 Table 3: 2020 Service Area Population	
2020 Compliance Year Population	
2020	140,187
NOTES:	

SB X7-7 Table 4: 2020 Gross Water Use							
		2020 Deductions					
Compliance Year 2020	2020 Volume Into Distribution System *This column will remain blank until SB X7-7 Table 4-A is completed.*	Exported Water *	Change in Dist. System Storage* (+/-)	Indirect Recycled Water *This column will remain blank until SB X7-7 Table 4-B is completed.*	Water Delivered for Agricultural Use*	Process Water *This column will remain blank until SB X7-7 Table 4-D is completed.*	2020 Gross Water Use
	33,263	1,451	-	-	-	-	**31,813**
* **Units of measure (AF, MG , or CCF)** must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.							
NOTES:							

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s), Meter Error Adjustment

Complete one table for each source.

Name of Source	Folsom Lake
This water source is *(check one)* **:**	
☑	The supplier's own water source
☐	A purchased or imported source

Compliance Year 2020	Volume Entering Distribution System [1]	Meter Error Adjustment [2] *Optional (+/-)*	Corrected Volume Entering Distribution System
	31,711	-	31,711

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.*

[2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES: Total volume excludes raw water delivered to Linda Creek.

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s) Meter Error Adjustment

Complete one table for each source.

Name of Source	Ground Water
This water source is *(check one)* **:**	
☑	The supplier's own water source
☐	A purchased or imported source

Compliance Year 2020	Volume Entering Distribution System [1]	Meter Error Adjustment [2] *Optional (+/-)*	Corrected Volume Entering Distribution System
	201	0	201

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.*

[2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s), Meter Error Adjustment

Complete one table for each source.

Name of Source	Total water delivered from other suppliers to Roseville
This water source is *(check one)* **:**	
☐	The supplier's own water source
☑	A purchased or imported source

Compliance Year 2020	Volume Entering Distribution System [1]	Meter Error Adjustment [2] *Optional (+/-)*	Corrected Volume Entering Distribution System
	1,352	0	1,352

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.*

[2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 5: 2020 Gallons Per Capita Per Day (GPCD)		
2020 Gross Water *Fm SB X7-7 Table 4*	**2020 Population** *Fm SB X7-7 Table 3*	**2020 GPCD**
31,813	140,187	**203**
NOTES:		

SB X7-7 Table 9: 2020 Compliance							
Actual 2020 GPCD[1]	Optional Adjustments to 2020 GPCD Enter "0" if Adjustment Not Used Extraordinary Events[1]	Weather Normalization[1]	Economic Adjustment[1]	TOTAL Adjustments[1]	Adjusted 2020 GPCD [1] *(Adjusted if applicable)*	2020 Confirmed Target GPCD [1, 2]	**Did Supplier Achieve Targeted Reduction for 2020?**
203	-	-	-	-	203	247	**YES**
[1] *All values are reported in GPCD*							
[2] ***2020 Confirmed Target GPCD*** *is taken from the Supplier's SB X7-7 Verification Form Table SB X7-7, 7-F.*							
NOTES:							

Appendix H – Intent to Retain Control of Conserved Water

RESOLUTION NO. 09-64

DECLARING AN INTENT TO RETAIN CONTROL OF CONSERVED WATER

WHEREAS, the City has contractual entitlements to divert water from Folsom Reservoir, under which the City diverts and treats water for distribution to its residents and water users; and

WHEREAS, the City plans to implement a series of water conservation projects and programs for the purpose of eliminating losses of water within its water transmission and distribution system and for reducing consumption of water by its customers through on-site efficiency improvements and curtailment of water waste; and

WHEREAS, Water Code section 1011 provides that water is deemed conserved when less water is used to accomplish the same purposes of use allowed under a water right and that such cessation or reduction in use is deemed a beneficial use of a water right to the extent of such cessation or reduction in use; and

WHEREAS, Water Code section 1011 and the City's CVP water service contract authorizes the City to make water conserved as a result of such water conservation projects and programs available for use, sale, lease, exchange or short- or long-term transfers inside and outside of the City; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The foregoing recitals are true and are incorporated into this Resolution by this reference.

2. The City Council finds and determines that: (a) making significant investments in infrastructure and administrative resources protects the City's water supplies for the benefit of all residents and water users in the City; (b) protecting all of the City's water supplies is of paramount importance to the health and welfare of the City's residents and water users; (c) conserving water through reductions in use is intended to promote statewide policies mandating and encouraging beneficial use of water; and (d) preserving conserved water supplies and making those supplies available for use, sale or transfer is in the best interests of the City and its residents and water users.

3. The City Council declares that, by instituting programs to conserve water, it abandons no right, title or interest in or to any City water rights, contractual entitlements or any appurtenant rights necessary to exercise such water rights or entitlements.

4. In accordance with Water Code section 1011 and any contractual rights, the City reserves the right to sell, lease, exchange, or otherwise transfer for use within or outside of the City's boundaries all water that has been conserved as a result of its water conservation projects and programs.

5. The Environmental Utilities Director and staff are directed to take all actions necessary to implement this Resolution, including the filing of annual reports of reductions in water use resulting from any water conservation projects and programs carried out under this Resolution with the State Water Resources Control Board.

PASSED AND ADOPTED by the City Council of the City of Roseville on the 18th day of February 2009, by the following vote:

AYES COUNCILMEMBERS: Allard, Gray, Garcia, Roccucci, Garbolino

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

MAYOR

Attest:

City Clerk

Appendix I – Groundwater Sustainability Plan

The North American Subbasin Ground Water Sustainability Plan can be accessed at the link below.

https://sgma.water.ca.gov/portal/gsp/preview/100

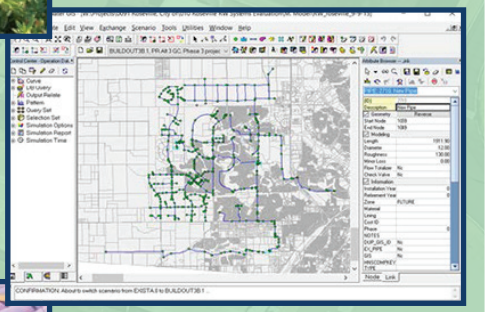
Appendix J – 2025 Recycled Water Systems Evaluation Report

CITY OF ROSEVILLE CALIFORNIA

RECYCLED WATER SYSTEMS EVALUATION

MAY 2025









Prepared by:

Woodard & Curran

Recycled Water Systems Evaluation Report





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0012204.00

City of Roseville

May 2025

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EXECUTIVE SUMMARY

This report presents the findings of the Recycled Water Systems Evaluation (Systems Evaluation) for the City of Roseville (City). The objectives of the Systems Evaluation include documenting an updated assessment of the system's supplies and demands to determine recycled water infrastructure needed to supply potential future customers and UGAs. Additionally, this report details an implementation plan. The document includes recommended improvements for the City's existing system to address anticipated future demands and identifies the location of connections for those future demands. Sizing and alignments of future piping to serve these new demands is not evaluated in this report and is left flexible to accommodate evolving development plans for future service areas

ES-1. Existing System

The City of Roseville operates a recycled water distribution system supplied by two wastewater treatment plants (WWTPs), as shown in **Figure ES- 1**. Future development is anticipated in several Urban Growth Areas (UGAs), which will significantly increase the demand for recycled water; these UGAs are also identified in **Figure ES- 1**.

ES-2. Recycled Water Supplies

The City's recycled water system is supplied by both the Dry Creek Wastewater Treatment Plant (DCWWTP) and the Pleasant Grove Wastewater Treatment Plant (PGWWTP). Existing supply SCADA data provided by the City and future supply projections provided by the City on behalf of SPWA partner agencies were reviewed and compared to existing demands and future demand projections.

ES-2.1 Existing Supplies

Effluent flow data for the Dry Creek WWTP from 2020 through 2022 was assessed as part of the DCWWTP Capacity Capital Analysis Draft TM[1] to estimate an Average Dry Weather Flow (ADWF) of 8.60 mgd. As part of a similar study currently in progress, 2023 effluent flow data for the Pleasant Grove WWTP was assessed to estimate an ADWF of 8.49 mgd. 24-hour diurnal patterns for influent and effluent flow were developed and compared based on the provided SCADA data. A four-hour lag was noted between influent and effluent peaking factors. The hourly influent data was lagged by four hours and used to represent the diurnal pattern for available supply from each treatment plant. Resulting peaking factors are provided in **Figure ES-2.**

[1] Woodard & Curran, Dry Creek Wastewater Treatment Plant Capacity Capital Analysis Draft Technical Memorandum, July 2023.

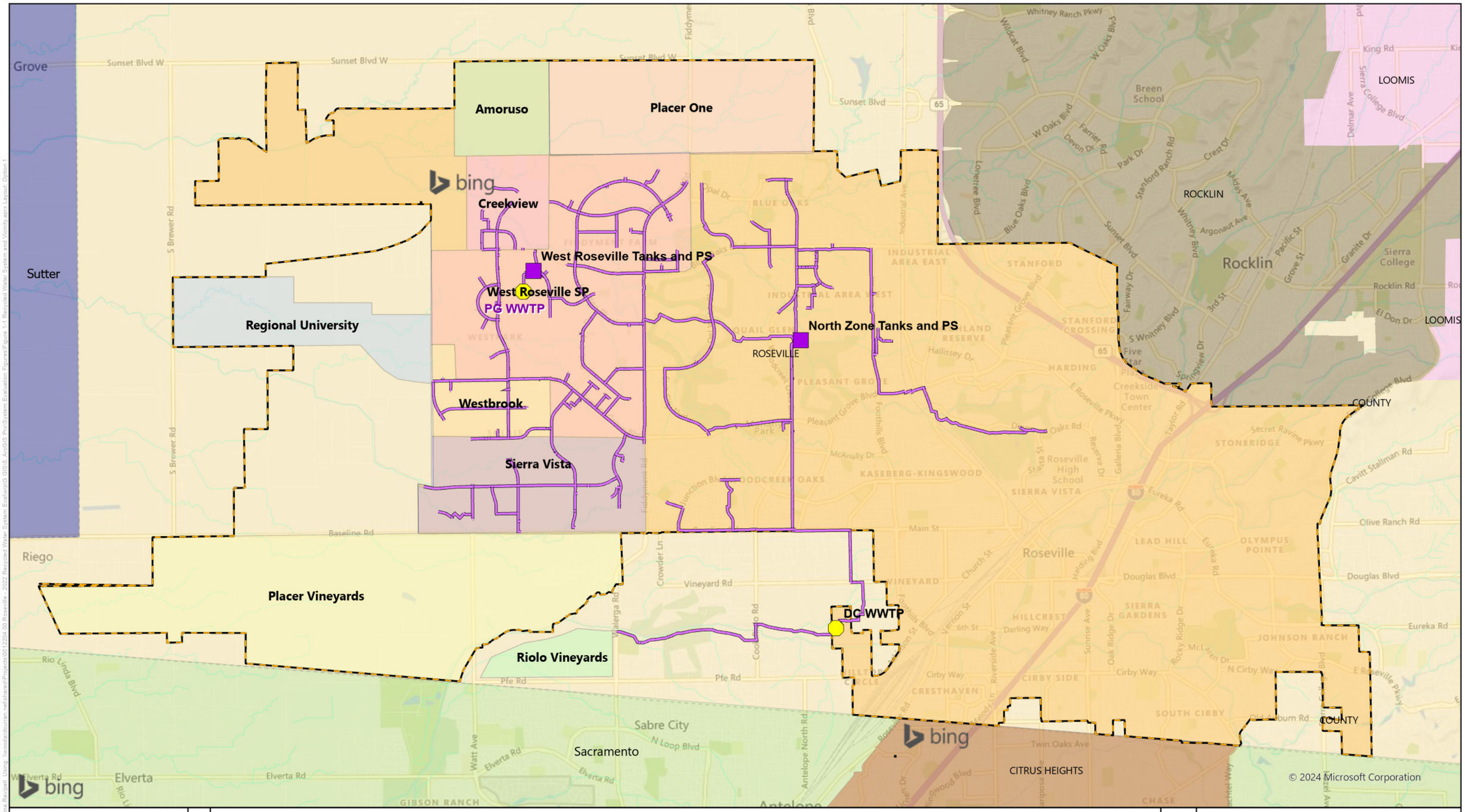


Figure ES-1
Recycled Water System and Vicinity
Roseville Recycled Water Systems Evaluation

Legend

- Existing Recycled Water Pipeline
- Study Area
- City of Rosevillle Limits
- Pump Station
- WWTP

0 0.25 0.5 1 Miles

N

CITY OF ROSEVILLE CALIFORNIA

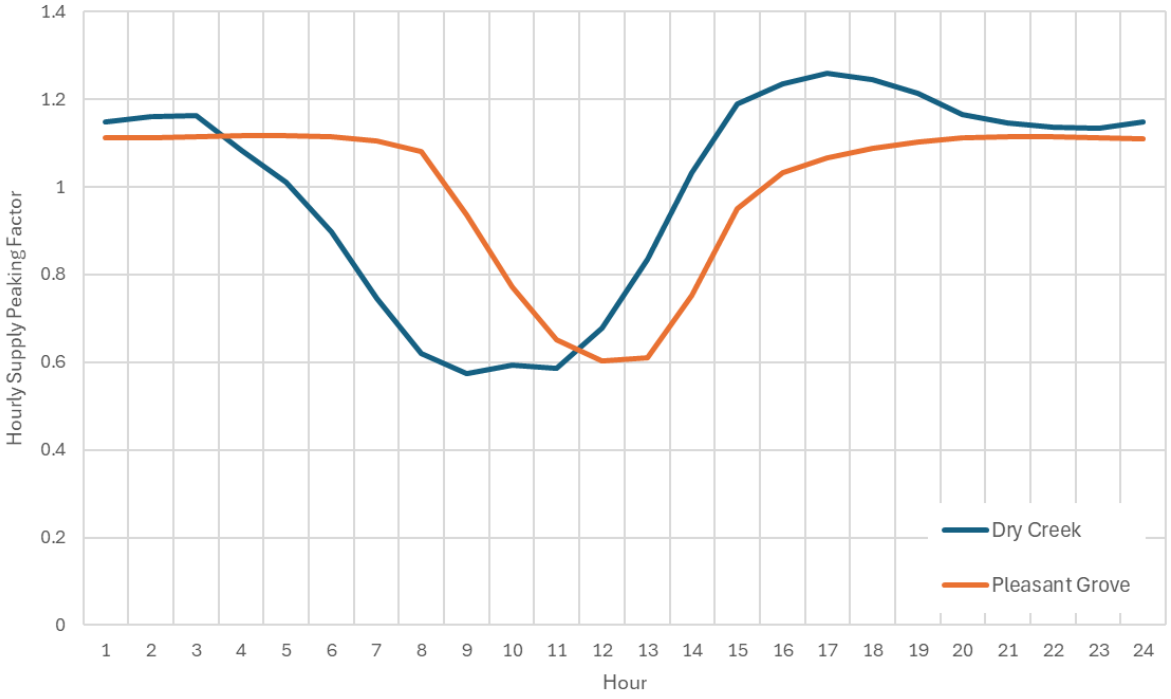
Woodard & Curran

Project #: 0012204.00
Map Created: July 2024

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions.
Any reliance upon the map or data contained herein shall be at the users' sole risk.

Figure Exported: 8/6/2024 By: Karina Ravipati Using: \\woodardcurran.net\shared\Projects\0012204.00 Roseville - 2022 Recycled Water System Evaluation\GIS\G GIS\5 ArcGIS Pro\System Evaluation Figures\Figure 1-1 Recycled Water System and Vicinity alonx Layout: Option 1

FIGURE ES- 2 PGWWTP AND DCWWTP SUPPLY PATTERNS



ES-2.2 Projected Supplies

Future plant sewage flows were projected to the planning horizon of fiscal year 2059-2060 (FY 59/60)[1] and to ultimate buildout conditions, calculated by multiplying Equivalent Dwelling Unit (EDU) projections by the flow contribution per EDU. EDU projections were prepared by the South Placer Wastewater Authority (SPWA) partners and provided to W&C as part of this study in May 2025; the projections generally assume linear growth. Current flow factors are approximately 144 gpd/EDU for PGWWTP and 150 gpd/EDU for DCWWTP. Projected flow factors are 150 gpd/EDU. Potential future flows are presented in **Table ES- 1**. For this analysis, it has been assumed that all influent sewer flows would be available for use as recycled water.

TABLE ES- 1: EXISTING AND PROJECTED WWTP RECYCLED WATER SUPPLIES

	Existing Supply (mgd)	2060 Projected EDU Growth (EDUs)	2060 Projected Supply @ 150 gpd/EDU (mgd)
PGWWTP	8.49	80,566	19.6
DCWWTP	8.60	46,270	14.2
Total	**17.09**	**126,836**	**33.8**

[1]SPWA's fiscal year runs from July 1 to June 30.

ES-3. Recycled Water Demands

The existing recycled water system customers and associated demands were examined and potential future demands from expected customers within the City and from Urban Growth Areas (UGAs) were identified. Recycled water production data was used to verify peaking previously developed in the 2016 Recycled Water System Evaluation Report. Potential future recycled water demand was compared with projections of future wastewater flows to identify potential recycled water supply issues.

ES-3.1 Existing Demands

Existing recycled water customers were identified through review of prior studies, discussions with City staff, and the City's billing records. Billing data from 2017 to 2022 was collected and analyzed to determine average annual demands for each customer. This data was used to add new customers whose service began after August 2019 (customers added before August 2019 were already included in the model as part the 2020 Model Report model update). Including these additional customers, annual average demands were estimated to be approximately 3.8 mgd.

A summary of the ten largest demand customers is included in **Table ES- 2**. Locations of the existing customers are shown in **Figure ES- 3**. In addition to the customers shown in **Figure ES- 3**, DC WWTP is required to discharge a minimum of 4 mgd to Dry Creek to maintain a year round flow in the creek per California Department of Fish and Wildlife (CDFW) requirements. Note that there is no specific minimum instantaneous flow requirement for this flow into Dry Creek, just a minimum requirement of 4 million gallons over the course of the day.

TABLE ES- 2: SUMMARY OF EXISITNG CUSTOMERS

Customer Name	Customer Type	On-Site Storage (Yes/No)	Zone	Annual Average Demand[a] (AFY)	Average Day Demand (MGD)	Peak Day Demand[b] (gpm)
Sierra Pines (Sun City) Golf Course	Golf Course	Yes	Main	805	0.72	1,248
Morgan Creek Golf Course	Golf Course	Yes	South	377	0.34	584
Roseville Energy Park	Other	No	PGWWTP	355	0.32	550
Woodcreek Oaks Golf Course	Golf Course	Yes	Main	353	0.32	548
Diamond Oaks Golf Course	Golf Course	Yes	North	352	0.31	546
Timber Creek Golf Course	Golf Course	Yes	Main	120	0.11	186
West Park High School	Irrigation	No	Main	92	0.08	142
Other Customers within WRSP Area			Main	971	0.87	1,504
Other Customers within Sierra Vista Area			Main	263	0.23	408
Other Customers within Creekview Area			Main	34	0.03	53
All Other City Customers				498	0.44	772
Total				**4219**	**3.77**	**6540**

Footnotes:

a. Based on average billing data from January 2018 to October 2022
b. Based on peaking factor of 2.5 multiplied by ADD.

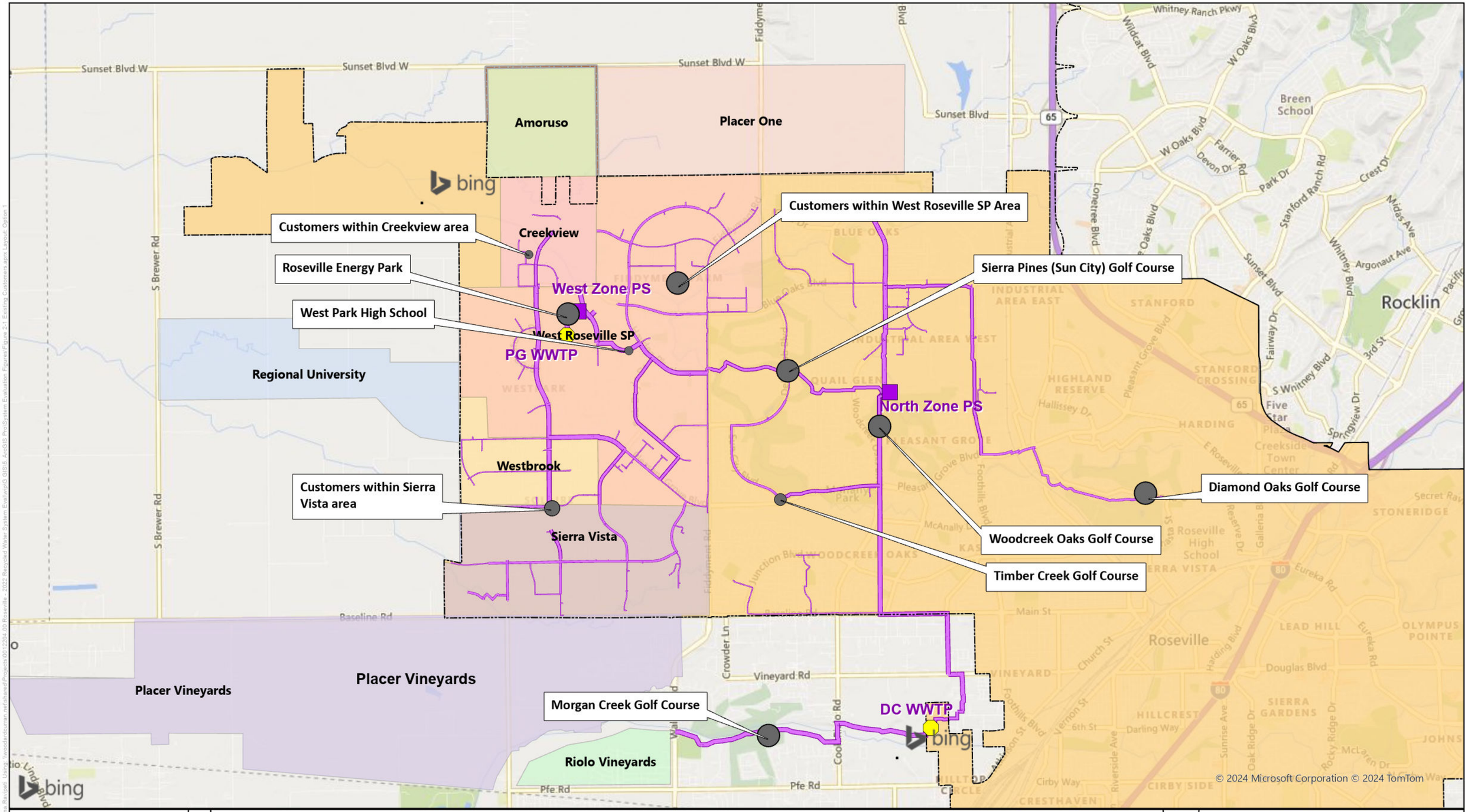


Figure ES-3
Existing Recycled Water Customers
Roseville Recycled Water Systems Evaluation

Legend

- Pump Station
- WWTP
- City Limits
- Potential City limits
- Existing RW Pipeline: < 10 in; 10 - 14 in; 16 - 20 in; > 20 in
- Demand (AFY): 1 - 100; 101 - 250; 251 - 350; 351 - 1000
- City of Roseville Limits

N

0 0.2 0.4 0.8 Miles

CITY OF ROSEVILLE CALIFORNIA

Woodard & Curran

Project #: 0012204.00
Map Created: July 2024

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Figure Exported: 8/6/2024 By: Karina Ravipati Using: \\woodardcurran.net\shared\Projects\0012204.00 Roseville - 2022 Recycled Water System Evaluation\GIS\ArcGIS Pro\System Evaluation Figures\Figure 2-1 Existing Customers.aprx Layout: Option 1

ES-3.2 Future Demands

Potential future customers include near-term potential recycled water customers identified by the City and Urban Growth Areas (UGAs). Potential future customer locations are shown in **Appendix A** and were identified based on the review of existing recycled water study reports, discussions with City staff, and review of development master plans. Peaking factors used for existing customers were also used to calculate peak day demand for potential future customers.

Near-term potential customers were identified through a review of prior studies. The largest near-term potential customers (not including UGAs,) include the Hewlett Packard Enterprise campus and the Campus Oaks Apartments. Once all customers are on-line, the annual demand for near-term potential customers is projected to be 2,360 AFY, with a peak day demand of 5.27 mgd.

The City of Roseville is anticipating the eventual connection of eight UGAs. Four of these UGAs (Sierra Vista/Westbrook, Creekview, Amoruso Ranch and the West Roseville Specific Plan) are within current City limits and are partially developed. Total existing and anticipated buildout demands for these areas are shown in **Table ES- 3**.

TABLE ES- 3: URBAN GROWTH AREA POTENTIAL DEMANDS

UGA	Potential Service Zone	Within City Limits	Existing Average Day Demand (mgd)	Buildout Average Day Demand (mgd)	Buildout Peak Day Demand (gpm)	Assumed Initial Connection Date[a]
Sierra Vista /Westbrook[b]	West	Yes	0.41	0.96	1,390	2020
Amoruso Ranch[c]	West	Yes	0	0.22	389	2025
Creekview[d]	West	Yes	0.05	0.10	174	2020
West Roseville Specific Plan[e]	West	Yes	1.34	2.02	3,507	2020
Regional University[f]	West	No	0	0.59	1,031	2030
Placer One / Sunset Industrial Area[g]	North	No	0	0.34	1,451	2025
Placer Vineyards[f]	Gravity	No	0	1.44	2,505	2030
Riolo Vineyards[f]	Gravity	No	0	0.37	639	2030

Footnotes:

a. For purposes of phasing, it was assumed that implementation of full demand would occur over 8 years from the initial connection date. Developments with existing demands were assumed to have been connected to the system by 2020. Note that the initial connection date may not represent the beginning of UGA development.
b. Sierra Vista Specific Plan, Amended April 2016
c. Draft Addendum to the Amoruso Ranch Specific Plan Area Recycled Water Master Plan, June 2024
d. Creekview Specific Plan, March 2022
e. Recycled Water Study for West Roseville Specific Plan Area, May 2003
f. Based on estimates provided by City staff, 2025
g. Placer One Recycled Water Master Plan, November 2024

ES-3.3 Comparison of Supply and Demands

A supply and demand comparison was performed over the West Zone, rather than on the individual WWTPs as the system has multiple points of interconnection allowing either WWTP to service the West Zone. Estimated growth in average dry weather flow generated from the entire SPWA sewer service area through 2060 was referenced from updated data provided by the City on behalf of the SPWA partner agencies.

Figure ES- 4 shows the current projections of annual recycled water demand and supply available during maximum day conditions. As shown in the figure, there appears to be sufficient supply to meet anticipated demands. It should be noted, however, that there is significant uncertainty in the timing of growth of both future demands and future supplies. There is also significant uncertainty in the projected demands, as demands for several of the UGAs were based on estimates from several years ago (as indicated in **Table ES- 3**) and likely do not reflect current irrigation practices.

Figure ES- 5 shows anticipated max day buildout demand conditions compared to 2060 supply. While hourly projected supplies are greater than hourly buildout demands, there may still be a need for operational storage (aka daily storage) to shift the available supply of recycled water to the higher evening demand periods when supplies are limited. The City can undertake efforts to manage peak usage and reduce overnight demands, especially with customers that have storage facilities who may be more adept at distributing demands across a day to limit peak hourly usage as much as possible.

FIGURE ES- 4: PROJECTED BUILDOUT MAX DAY SUPPLY AND DEMAND COMPARISON

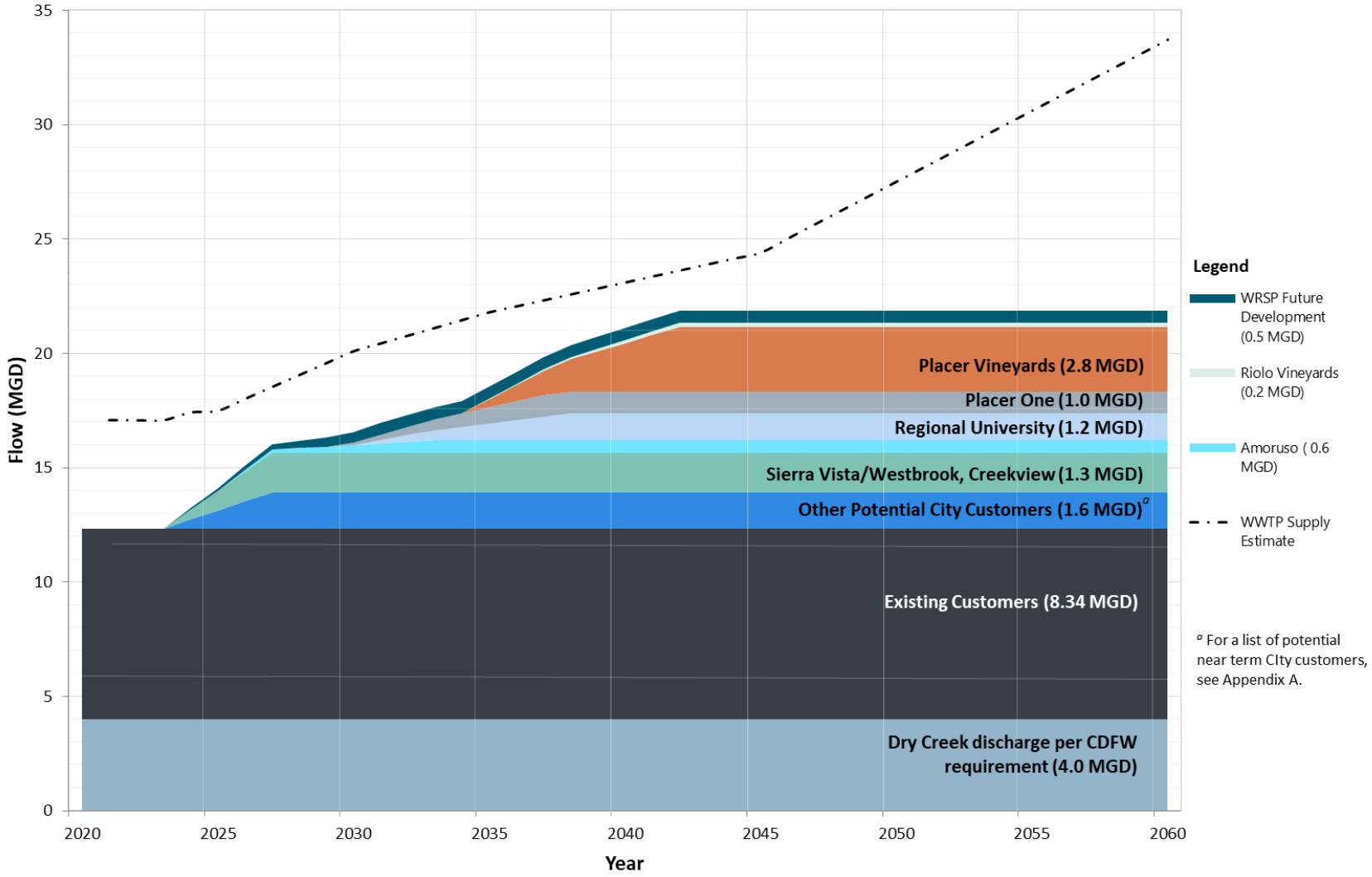
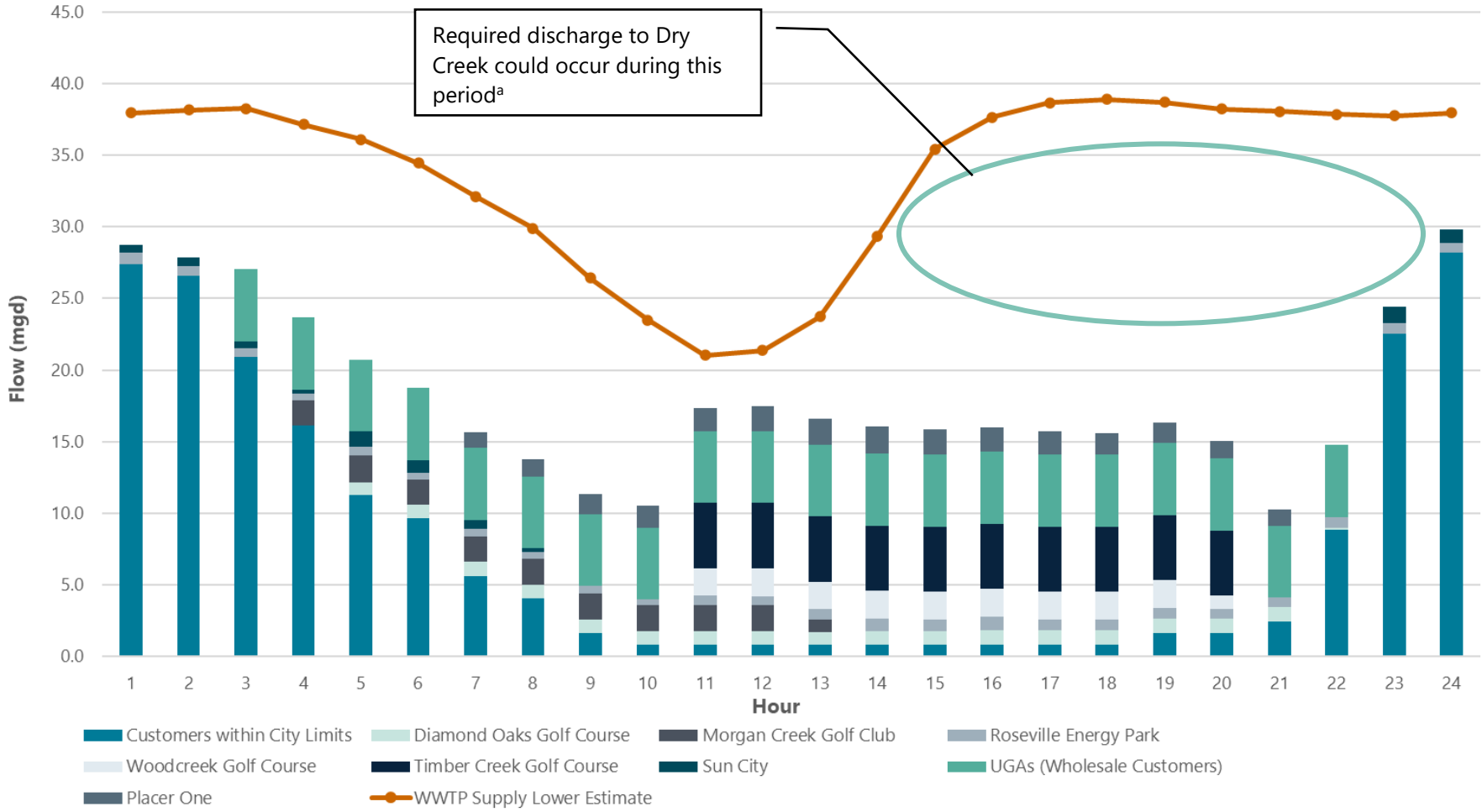


FIGURE ES- 5: HOURLY COMPARISON OF SUPPLY AND DEMANDS BUILDOUT MAX DAY CONDITIONS



Footnote:

a) Discharge to Dry Creek, as required by CDFW, is not included on this plot as City operations staff can elect to discharge the required 4 mgd when it best suits system performance. In the case of the proposed patterns being implemented, this could be between 11am and 11pm.

ES-4. Systems Evaluation

Model scenarios of the City's existing recycled water distribution system were developed. Sizing of new pipes, and evaluation of the capacity of the existing facilities, was performed using the design criteria described in **Section 4.1.1**. Buildout alternatives were evaluated for comparative life cycle costs using the capital and O&M cost criteria described in **Section ES-4.3**.

ES-4.1 Existing System Evaluation

The existing recycled water system was run under existing average day and maximum day demand conditions to assess the system's performance. Node pressures and pipeline velocities were compared to criteria established in **Table 4-1**. **Table ES- 4** summarizes the peak hour operating points of each pump station in the existing system. These peak hour flowrates represent an estimated pump station capacity accounting for pumping against system pressure under design conditions. Pump curves for each pump station are included in **Appendix B**. Based on a comparison of the peak hour flows and pressures against the pump curves shown in **Appendix B**, all existing pump stations have capacity for existing peak flows.

TABLE ES- 4: EXISTING RECYCLED WATER SYSTEM PUMP STATION FLOWRATES AND PRESSURES

Pump Station	Peak Hour Operating Point
Pleasant Grove WWTP	6,585 gpm, 26-ft (11 psi)[a]
West Roseville PS	8 ,725 gpm, 173-ft (75 psi)[a]
Dry Creek WWTP	5,200 gpm, 138-ft (60 psi)[a]

Footnotes:

a. Total Dynamic Head (TDH) modeled directly downstream of the pump station.

Based on these model results, no existing capacity deficiencies have been identified in the West Zone nor the Gravity Zone. However, very little additional demand can be added without resulting in overuse of the West Roseville tanks or inadequate supply from DCWWTP. However, some operational changes can be implemented at low or no cost to increase system capacity. These include: 1) adjusting demand patterns for customers with storage to shift their peak demands off of the system peak demands, 2) increasing the pressure supplied by WRPS, and 3) connecting North Zone tanks and pump station to the system, which are currently offline. Items 1 and 2 provide potential increases in peak day demand as shown in **Table ES- 5**. Item 3 is not presented in **Table ES- 5** as buildout model results discussed in **Section ES-4.2** indicate that the North Zone PS is not required for the buildout system and so is not recommended for rehabilitation at this time.

TABLE ES- 5: EFFECTIVENESS OF OPERATIONAL IMPROVEMENTS

Scenario	Potential Peak Day Demand[a] (MGD)
Existing, No Change	8.7[b]
+ Adjust Demand Patterns	10.4
+ Increase WRPS Supply Pressure	10.9

Footnotes:

a. Represents the maximum peak day demand that could be met while meeting criteria established in **Table 4-1**. Current maximum peak demands are estimated to be 8.34 MGD

b. The model predicts that some customers in the southern part of the system would not meet 40 psi during existing peak day demands at peak hour, due to limitations in available supply at Dry Creek. It is possible that some demand shifting has already occurred to mitigate this deficiency.

ES-4.2 Buildout System Evaluation

Buildout model demands were run with the updated demand patterns as discussed in **Section ES-4.1**. To conservatively determine storage requirement, supply estimates for 2045 were used for modeling purposes to complete the buildout max day model runs. This represents a period of time when anticipated max day demands are closest to projected supplies, projected supplies being approximately 3 MGD. The model was run with North Zone Pump Station offline to determine if the pump station would be required for buildout conditions.

Pipeline Improvements

Under buildout max day demands, existing infrastructure provides system pressures lower than the established criteria. These pressure deficiencies are resolved with improvements to West Roseville Pump Station pumping capacity and "pinch-point" improvements discussed below. Under modeled conditions, North Zone Pump Station could remain offline and system demands could be met at sufficient pressures. However, significant differences between the modeled demand patterns and the actual demand patterns may necessitate the recommissioning of North Zone Pump Station to meet peak demands.

Two projects were identified as "pinch-point" improvements:

1. The existing 24-inch pipeline directly downstream of the WRPS to Westpark Drive. A parallel 24-inch pipeline could be installed to increase the service pressures and capacity throughout the system.

2. The existing 8-inch pipeline on Blue Oaks Blvd between Woodcreek Oaks Blvd and Diamond Creek Blvd. A new 12-inch pipe connecting to the 30-inch main on Woodcreek Oaks Blvd and to the 8-inch main on Prairie Woods Way via Painted Desert Drive would address this deficiency.

Storage Improvements

Storage improvements will also be needed. Operational storage under buildout maximum day conditions is approximately 1.2 million gallons (MG) for the West Zone. **Table ES- 6** presents the storage requirements based on this analysis. **Section ES-5** provides a storage improvement project to enhance buffer storage to accommodate the additional 1.28 MG of required storage based on the analysis below.

TABLE ES- 6: BUILDOUT MAX DAY STORAGE ANALYSIS

Pressure Zone [a]	Customers w/out Storage Buildout MDD (mgd)	Operational Storage Required [b] (MG)	Buffer Storage Required [c] (MG)	Total Storage Required [d] (MG)	Existing Storage (MG)	Potential Required Storage (MG)
West Zone (West Roseville Tanks	8.34	1.19	2.09	3.28	2.0	1.28

Footnotes:

a. The Gravity pressure zone is not included as there are few, if any, customer demands without dedicated storage in this zone.
b. Operational storage requirement is derived from model runs. It is based on assumptions built into the model including pump station controls, PRV settings, and demand patterns presented in this report.
c. Buffer storage required was assumed to be 25% of MDD for customers without dedicated storage for a one-day period.
d. Total required storage = Operational Storage + Buffer Storage.

Pumping Improvements

Before total buildout demands are realized the West Roseville pump station would need to be improved to meet flow and pressure design criteria. Design points for each pump station under buildout max day demand conditions are summarized in **Table ES- 7**. These design points represent the maximum peak hour flowrate and associated total dynamic head under max day conditions with the diurnal patterns applied to the demands. Potential operating points relative to the existing pump curves are shown in **Appendix B**.

TABLE ES- 7: PROPOSED PUMP STATION DESIGN POINTS AT BUILDOUT

Pump Station	Existing MDD Design Point		Buildout MDD Design Point	
	Peak Flowrate (gpm)	Total Dynamic Head (ft)	Peak Flowrate (gpm)	Total Dynamic Head (ft)
PG WWTP PS	6,585	26	10,500	24
West Roseville PS	8,725	173	13,340	162
Dry Creek WWTP PS	5,200	138	6,150	140

ES-4.3 Implementation Plan

Construction cost estimates have been developed to provide planning level estimates of future facility costs. These cost estimates are planning or conceptual level estimates and are considered to have an estimated accuracy range of -30 to +50 percent. This level of accuracy corresponds to a "Class 4" cost estimate as defined by the American Association of Cost Estimators. These estimates are suitable for use for budget forecasting, CIP development, and project evaluations, with the understanding that refinements to the project details and costs would be necessary as projects proceed into the design and construction phases.

Unit capital costs are based on engineering experience and recent bid prices for similar projects. Unit costs are indexed to the March 2025 Engineering News Record Construction Cost Index (CCI). The CCI value used (14,511) was an average of the 20 Cities Average value (13,783) and the San Francisco value (15,239).

ES-5. Project Descriptions

Pipeline improvement projects include projects to alleviate the deficiencies identified in **Section ES-4.2**, as well as projects to improve the reliability of the system through improved interties between pressure zones. Detailed cost estimates can be found in **Appendix C**. The proposed improvements are shown in **Figure ES- 6**.

ES-5.1 Pipeline Improvements

Pipeline improvements are defined below and costs summarized in **Table ES- 8**.

Project B-1 would increase the size of the bypass pipeline from the Pleasant Grove WWTP pumps to the West Zone system from 10-inches to 24-inches. This would improve the City's ability to take the West Roseville Pump Station offline, either to perform maintenance or for efficiency purposes.

Project I-1 would add a 6-inch intertie pipeline between the West Zone and the North Zone at Angus Road and Casa Sedona Drive. This provides two benefits:

- Improves reliability by improving the system's ability to backfeed from the North Zone into the West Zone during low demand periods.
- Improves the City's ability to serve the North Zone directly from either the West Roseville Pump Station or the pumps at the PG WWTP during low demand periods.

Project I-2 would add a 6-inch intertie pipeline between the West Zone and the South Zone at Blue Oaks Boulevard. The intertie provides two benefits:

- Improves reliability by allowing the system to bypass either the West Zone or the North Zone during low demand periods.
- Potentially improves efficiency by improving the City's ability to bypass either the West Roseville Pump Station or DC WWTP pumps during low demand periods.

Project I-3 would add an 8-inch intertie pipeline between the West Zone and the South Zone at Baseline Road and Fiddyment Road. This project would also increase the reliability of the system by improving the system's ability to bypass either the West Roseville PS or the pumps at DC WWTP.

Project I-4 would add a 10-inch intertie pipeline from the end of Project I-3 further south to interconnect the Main Zone with the Gravity System at Walerga Rd and Dry Creek Community Park. This project would increase the reliability of the gravity system by allowing the system to be supplied from the Main Zone if the gravity system supply was limited or taken offline. This intertie will likely not be able to convey max day, peak hour demand conditions to all customers, but under average day conditions it would provide customers with a reasonable level of service pressure for their anticipated demands. However, system performance may vary depending on the season and time of day that the intertie is operated. Under normal operating conditions, this line would be valved out of service.

Project PP-1 would install a parallel 24-inch pipeline between the West Roseville Pump Station (WRPS) and West Park Drive via Phillip Road (approx. 485 LF pipeline). This pipeline would only be needed when velocities in the existing 24-inch pipe exceed design criteria once West Roseville Pump Station improvements are implemented.

Installing the parallel pipeline would improve redundancy for a critical component, as well as allowing greater flexibility for providing system supply during low demand periods directly from the PG WWTP pumps.

Project PP-2 proposes adding a looped pipe in the North Zone pressure zone to relieve a headloss deficiency identified under buildout max day demand conditions. Project PP-2 includes the installation of 1,600 linear feet of a new 12" main from the existing main on Woodcreek Oaks Boulevard, connecting to the existing 8" main on Prairie Woods Way via Painted Desert Drive. This project should be completed before connecting additional customers west of Woodcreek Oaks Boulevard.

Project PP-3 would upsize the existing pipeline from DC WWTP Pumps to the South Zone from a 20-inch to a 30-inch pipe. This project relieves a bottleneck from DC WWTP that contributes to pressure drop in the system. The additional capacity in the system provides necessary pressure improvements under buildout conditions and would allow for greater utilization of the DC CCB recycled water storage.

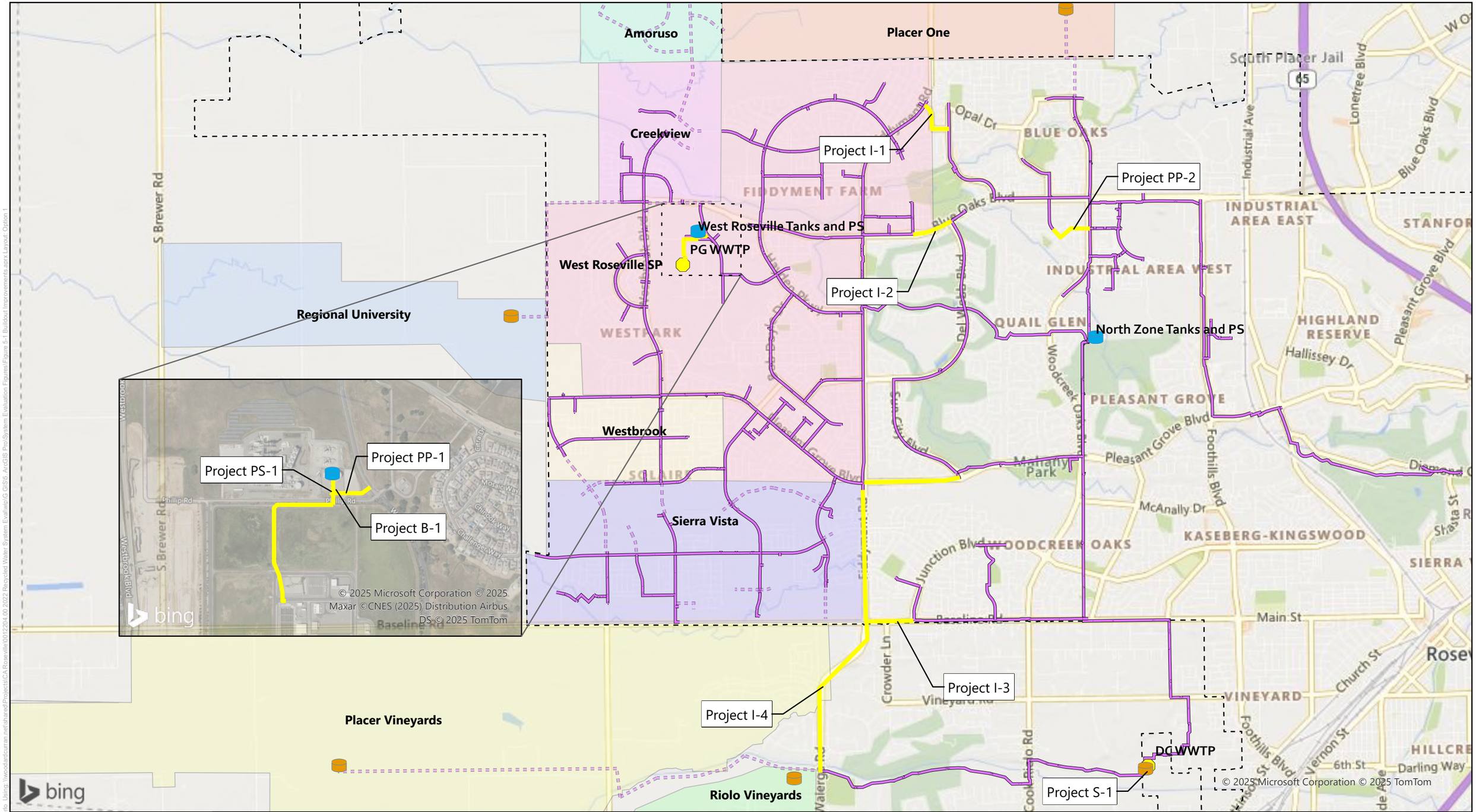


Figure ES-6 Buildout Improvements

Roseville Recycled Water Systems Evaluation

Legend

- WWTP
- Existing Recycled Water Main
- Future Recycled Water Pipeline
- City Limits

FutureStructures

Status

- Existing Storage and PS
- Future Storage and PS
- ProjectPipes

0 0.15 0.3 0.6 Miles

N

CITY OF ROSEVILLE CALIFORNIA

Woodard & Curran

Project #: 0012204.00
Map Created: July 2024

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Figure Exported: 5/29/2025 By: dmerlo Using: \\woodardcurran.net\shared\Projects\CA Roseville\0012204.00 2022 Recycled Water System Eval\wip\G GIS\5 GIS\wipG GIS\5 ArcGIS Pro\System Evaluation Figures\Figure 5-1 Buildout Improvements aprx Layout: Option 1

TABLE ES- 8: PIPELINE AND SUPPLY PROJECTS SUMMARY

Project Number	Project Description	Location	Size	Quantity	Estimated Raw Construction Cost	Estimated Capital Cost[a, b]
Reliability Projects						
B-1	Upsize bypass at West Roseville PS/Pleasant Grove WWTP from 10" to 24"	West Roseville PS	24-in	50-LF	$66,000	$115,000
I-1	Install an intertie between the West Zone and North Zone	Angus Rd and Casa Sedona Dr	6-in	1640-LF	$431,000	$672,000
I-2	Install an intertie between the West Zone and South Zone	Blue Oaks Blvd	6-in	1520-LF	$400,000	$622,000
I-3	Install an intertie between the West Zone and South Zone	Baseline Rd and Fiddyment Rd	8-in	6,700-LF	$1,985,000	$3,097,000
I-4	Install an intertie between West / South Zone and Gravity Zone	Baseline Rd and Walerga Rd	10-in	6,300-LF	$1,885,000	$2,941,000
Reliability Projects Subtotal					**$4,767,000**	**$7,447,000**
Pinch Point Projects						
PP-1	Install 485 LF of parallel 24” pipeline between West Roseville Pump Station and West Park Drive.	Between the WRPS and West Park Drive	24-in	485-LF	$289,000	$451,000
PP-2	Install 1,600 LF of 12” pipeline along Painted Desert Drive and Prairie Woods Way.	Painted Desert Drive and Prairie Woods Way	12-in	1,600-LF	$628,000	$980,000
PP-3	Install 2,530 ilnear feet of 30” pipe from DC WWTP recycled water pumps	DC WWTP Recycled Water Pumps	30-in	2,530-LF	$1,400,000	$2,184,000
Pinch Point Projects Subtotal					**$2,317,000**	**$3,615,000**
Total					**$7,084,000**	**$11,062,000**

Footnotes:

a. Includes implementation costs as described in Section 5.1.

b. Costs in March 2025 dollars

ES-5.2 Pumping Improvements

At buildout, peak flows at the West Roseville pump station will increase from about 8,725 gpm to 13,950 gpm. To achieve buildout flows, it was assumed pumps at West Roseville would be replaced with larger horsepower pumps. To avoid unnecessary operation and maintenance costs, installation of the replacement pumps should be phased to match the projected flow as service connections are added. To maintain operation of 5 duty pumps and 1 standby, three of the existing 150 hp West Roseville Pumps (2 duty and 1 standby) should be replaced with higher capacity pumps (300 hp motor). Note, it is possible that replacement of these pumps with larger pumps is not possible and instead the pump station would have to be modified, or new pump station constructed. This should be studied further to determine a more accurate cost estimate. Additional funds for a pump station alternatives analysis are included in the cost summary presented in **Table ES- 9.**

TABLE ES- 9: PUMP STATION IMPROVEMENTS SUMMARY

Project ID	Installed Pumps / Capacity	Estimated Raw Construction Cost[a]	Estimated Capital Cost[b]
PS-1[c]	Replace three pumps with 300 hp pumps (two duty, one standby) ~13,950 gpm firm pump station capacity	3 new 300 hp pumps: 3 x $564,000 = $1,692,000 Pump Upgrade Alternatives Analysis: $100,000	$3,145,000

Footnotes:

a. Costs basis is March 2025 average of ENR 20 Cities and San Francisco CCI (14,511)
b. CIP Costs include implementation costs as summarized in Section 5.1.
c. Project cost assumes that pump may be replaced within the pump station. The presented value includes funds to perform a pump station alternatives analysis to determine whether an expansion of WRPS would be required. See Section 5.4.1.

ES-5.3 Potential Additional Storage Improvements

The DC WWTP pump station is currently served directly from treated effluent from the plant. There is currently no effective storage located at DC WWTP. This project proposes modifying the existing Chlorine Contact Basins (CCB) at the DCWWTP for use as RW storage basins. Adding storage at DC WWTP would address the anticipated storage deficiency under buildout demands. This also provides a level of operational resilience in the event the DC WWTP needs to be taken offline, there would be some available supply for the recycled water system to utilize from DC WWTP.

A conceptual diagram of the project is shown in **Figure ES- 7** below. The proposed project cost shown in **Table ES- 10** include costs for piping, slide gate, valves, concrete, demolition, and other modifications to provide an additional 1.1 MG of RW storage capacity.

In addition to the recycled water storage provided by conversion of the Dry Creek CCBs an additional 0.18 MG of storage will be needed to provide the City with the operational and buffer storage for max day conditions. Three alternatives could be pursued to address this, however the City should monitor recycled water supplies and demands as new customers are connected to the system. Changes to supply or demand may change the need for or quantity of additional recycled water storage.

- Connect North Zone Tank and Pump Station
    - Connecting North Zone Pump Station and Tank to the system would provide additional storage, however, demands in North Zone are lower than demands in the West Zone and South Zone, so adding storage here does not provide much hydraulic benefit, and would increase O&M costs. Estimated costs to rehabilitate North Zone Tank and Pump Station are presented in **Table ES- 10** for informational purposes**.**
- Rehabilitate PG CCBs
    - Similar to the Dry Creek CCBs, Pleasant Grove WWTP has CCBs that could be rehabilitated and converted to recycled water storage. It is estimated that conversion of the PG CCBs would result in an additional 2 MG of storage. Hydraulically, storage at this location would be beneficial for system performance, however, costs to rehabilitate the PG CCBs will likely be more expensive than recommissioning North Zone Tank, the PG CCBs are currently uncovered. Costs for this alternative were not developed for this study but should be in subsequent studies if additional storage is required.
- Additional Tank at WRPS
    - The City has previously considered adding a recycled water storage tank at WRPS. Storage at this location would benefit system performance and operation as demands increase as WRPS provides a majority of the West Zone with recycled water. However, costs for an additional tank may be significant. The minimum size of this tank would be 0.2 MG to meet storage requirements, however, the City could consider upsizing this to 1.0 MG so potential future customers not considered as part of this report could be serviced. The cost for a 1.0 MG storage tank is presented in **Table ES- 10**.
- Operate system with less buffer storage
    - Another alternative is to operate the system with less buffer storage than 25% of max day demand for customers without storage. With the DC CCBs converted to recycled water storage, total buffer storage will be approximately 23% of the abovementioned max day demands. While it does not meet the criteria previously presented, the City may find this buffer storage is sufficient for their needs. No project is required for this alternative.

TABLE ES- 10: STORAGE IMPROVEMENTS SUMMARY

Project ID	Project	Estimated Raw Construction Cost[a]	Estimated Capital Cost[b]
S-1	Rehabilitate DC WWTP CCB to utilize as 1.1 MG of RW storage	$925,000	$1,443,000
Alternative S-2A	Rehabilitate NZ Tanks and Pump Station	$610,000	$950,000
Alternative S-2B	Additional 1.0 MG Storage Tank at WRPS	$3,335,00	$5,203,000

Footnotes:

a. Costs basis is March 2025 average of ENR 20 Cities and San Francisco CCI (14,511)

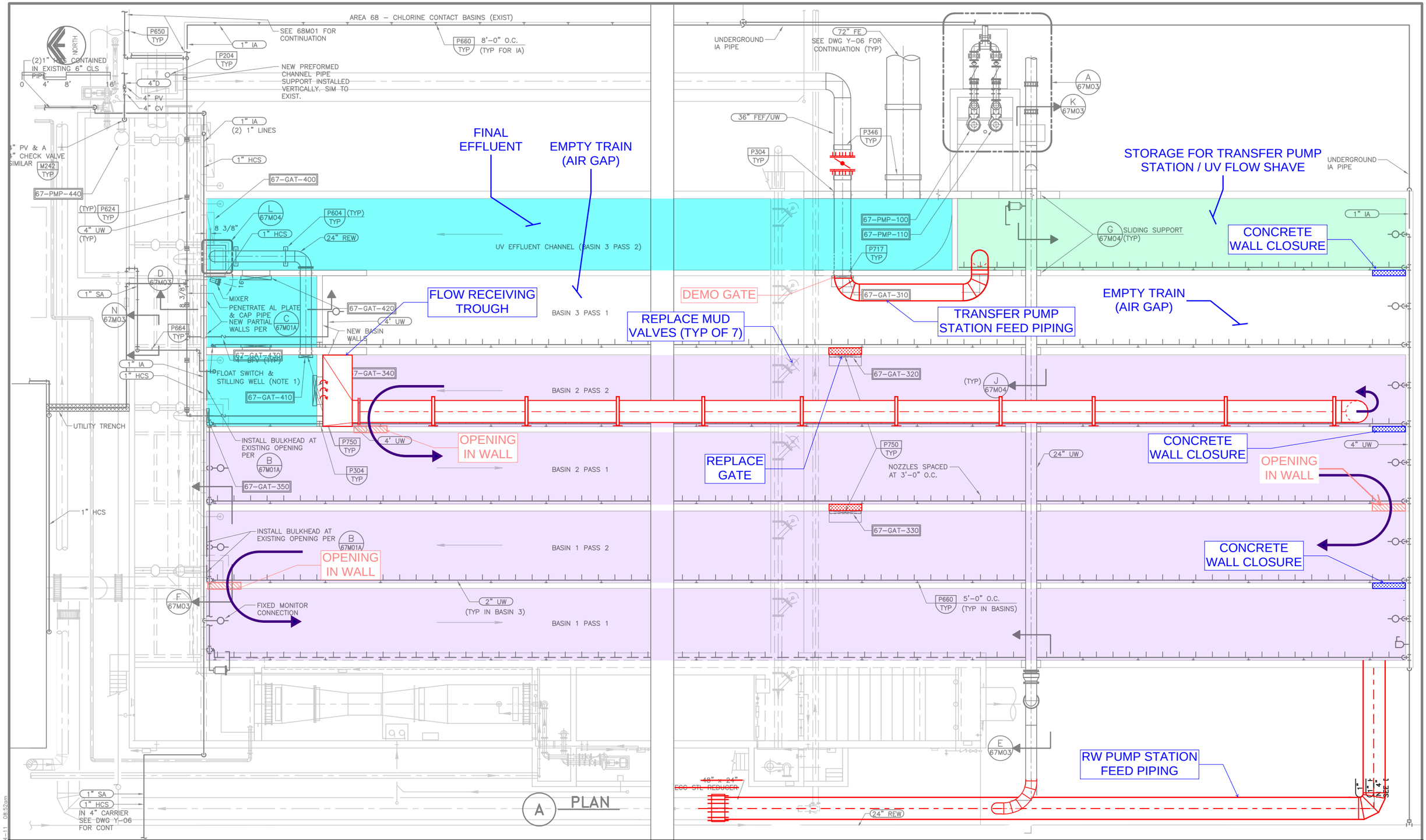

FIGURE ES-7
DCWWTP RECLAIMED WATER STORAGE IMPROVEMENTS CONCEPT FIGURE
RECLAIMED WATER SYSTEM EVALUATION
SCALE: 1/16" = 1'-0"

15'-0" 15'-0"

ES-5.4 Phasing Summary

Many of the projects identified in **Section ES-5** can be phased in as recycled water demand increases. **Table ES-11** below summarizes the potential phases.

TABLE ES- 11: PHASING SUMMARY

Development Phase	Incremental MDD (mgd)	Project Required	Estimated Capital Cost
Existing	8.34	--	--
2025-2030	5.4	PP-2	$980,000
		PS-1	$3,145,000
		S-1	$1,443,000
		PP-1	$451,000
2030-2035	4.18	PP-3	$2,184,000
Total	***17.92***		***$8,203,000***

ES-5.5 Additional Recommendations

The proposed phasing plan and cost estimate identified in this report for the West Roseville Pump Station was prepared at a feasibility study level and are not suitable for more detailed planning. As noted, it may be feasible to replace existing pumps with larger pumps without other significant improvements to the station. If more substantial improvements are required, additional facility planning is recommended to investigate the potential site in more detail, particularly as more information is available on potential future demands. The facility plan would provide a better estimate of the future costs of the pump station, and give more certainty about the future layout and facilities that will need to be constructed as the developers are connected.

This Systems Evaluation anticipates that as recycled water demands grow, operation of the facilities will become more challenging. The City should develop a System Operation Plan to provide an operational approach for challenging conditions.

Several of the UGAs (Regional University, Placer One, and Placer Vineyards), are anticipated to have storage tanks that the City's system will discharge into. The City should work with the UGA operators to maintain control of storage tank fill rates and times, and ensure that recycled water supply agreements with the UGAs provide for City to have the control needed to implement the System Operation Plan.

It is recommended this Systems Evaluation be updated every five to ten years or as significant changes in potential demands are identified to ensure that the Systems Evaluation remains current. This will also provide an opportunity to review observed peaking factors and diurnal patterns, and update the model to enable the model to continue answering operational questions.

1. INTRODUCTION

The City of Roseville has been irrigating landscaped areas throughout the City and planning recycled water implementation as part of new development surrounding the City. This Recycled Water Systems Evaluation has been prepared to position the City for implementing the next phases of recycled water projects as new users within the City come online, and as the various UGAs plan for and install recycled water infrastructure. The overall implementation plan contemplates reliability improvements, pump station improvements and more improvements including storage facilities.

This chapter includes background on the City of Roseville (City) and the Recycled Water Systems Evaluation (Systems Evaluation), documentation of goals, discussion of Systems Evaluation objectives and approach, and a summary of the report organization.

1.1 Background

The City of Roseville is located 20 miles northeast of Sacramento, in the southwestern portion of Placer County. The City is bordered by Rocklin to the northeast, Citrus Heights to the south and unincorporated Placer County to the west. The City operates a recycled water distribution system supplied by two wastewater treatment plants (WWTPs), as shown in **Figure 1-1**. Future development is anticipated in several Urban Growth Areas (UGAs), which will significantly increase the demand for recycled water; these UGAs are also identified in **Figure 1-1**.

An evaluation of the recycled water system was previously completed in 2016[1] (2016 Systems Evaluation). The 2016 Systems Evaluation generally identified that capacity improvements are not needed to serve the current customers, but significant storage and pumping capacity improvements to the West Roseville Pump Station (WRPS) would be needed to serve the future UGA connections. The 2016 Systems Evaluation also identified other (smaller) reliability and capacity improvement projects in other parts of the system.

Since the 2016 Systems Evaluation, new recycled water infrastructure has been installed in the vicinity of WRPS and the City has added new customers including Sierra Vista, Westbrook, and Creekview UGAs. The model was recently updated and re-calibrated to reflect those changes, as documented in the 2020 Model Development Report[2]; the recalibration also included development of demand patterns to allow for extended-period simulations, which can be used to evaluate the system's use of storage. Additionally, development plans for Placer One, a proposed UGA that was not considered in the 2016 Systems Evaluation, have progressed and incorporated a recycled water component. Further, several of the UGAs are nearing development. For all of these reasons, a more detailed review of potential storage requirements was needed to reasonably project future funding needs.

1.2 Project Goals and Approach

The objectives of this report include documenting an updated assessment of the system's supplies and demands to determine recycled water infrastructure needed to supply potential future customers and UGAs. Additionally, this report details an implementation plan. The document includes recommended improvements for the City's existing system to address anticipated future demands and identifies the location of connections for those future demands. Sizing and alignments of future piping to serve these new demands is not evaluated in this report and is left flexible to accommodate evolving development plans for future service areas.

[1] RMC, City of Roseville Recycled Water Systems Evaluation Final Report, July 2016

[2] Brown & Caldwell, 2020 Recycled Water System Model Development Report, August 2020

Amoruso

Placer One

Creekview

West Roseville Tanks and PS

West Roseville SP

PG WWTP

Regional University

North Zone Tanks and PS

Westbrook

Sierra Vista

Placer Vineyards

DC WWTP

Riolo Vineyards

Grove

Sutter

Riego

Elverta

Sacramento

Roseville

Rocklin

LOOMIS

ROCKLIN

ROSEVILLE

CITRUS HEIGHTS

COUNTY

Sunset Blvd W

Sunset Blvd

Baseline Rd

Pfe Rd

Vineyard Rd

Elverta Rd

Rio Linda Blvd

S Brewer Rd

Brewer Rd

Watt Ave

Antelope North Rd

Crowder Ln

Cook Riolo Rd

Fiddyment Rd

Industrial Ave

Pleasant Grove Blvd

Foothills Blvd

Hallissey Dr

McAnally Dr

Cirby Way

Douglas Blvd

Eureka Rd

Olive Ranch Rd

Cavitt Stallman Rd

Whitney Ranch Pkwy

Wildcat Blvd

W Oaks Blvd

Farrier Rd

Devon Dr

Park Dr

Stanford Ranch Rd

Crest Dr

Midas Ave

Argonaut Ave

Pacific St

Granite Dr

Grove St

Sierra College Blvd

Delmar Ave

King Rd

Rocklin Rd

El Don Dr

Fairway Dr

S Whitney Blvd

3rd St

Springview Dr

Blue Oaks Blvd

Lonetree Blvd

Whitney Blvd

Taylor Rd

Secret Ravine Pkwy

Cirby Way

Twin Oaks Ave

Old Auburn Rd

Riverside Ave

Sunrise Ave

Oak Ridge Dr

Rocky Ridge Dr

McLaren Dr

N Cirby Way

E Roseville Pkwy

Harding Blvd

Church St

Vernon St

6th St

Darling Way

Main St

Roseville High School

Creekside Town Center

Galleria Blvd

Roseville Pkwy

Stanford Crossing

Industrial Area East

Industrial Area West

Blue Oaks

Quail Glen

Highland Reserve

Harding

Pleasant Grove

Westpark

Woodcreek Oaks

Kaseberg-Kingswood

Sierra Vista

Hillcrest

Sierra Gardens

Lead Hill

Olympus Pointe

Johnson Ranch

Cirby Side

Cresthaven

South Cirby

Stoneridge

Gibson Ranch

Chase

Sierra College

Breen School

Antelope

Sabre City

N Loop Blvd

Elverta

Rio Linda

Vineyard

Stanford

Foothills

Fiddymont Farms

Junction Blvd

Woodcreek Oaks

Creekside Town Center

Secret Ravine Pkwy

Cavitt Stallman Rd

Olive Ranch Rd

Douglas Blvd

Eureka Rd

Old Auburn Rd

E Roseville Pkwy

Twin Oaks Ave

Chase

Antelope

Existing Recycled Water Pipeline

Study Area

City of Rosevillle Limits

Pump Station

WWTP

0 0.25 0.5 1 Miles

N

CITY OF ROSEVILLE CALIFORNIA

Woodard & Curran

Project #: 0012204.00

Map Created: July 2024

bing

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Figure 1-1
Recycled Water System and Vicinity
Roseville Recycled Water Systems Evaluation

Legend

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2. RECYCLED WATER SUPPLIES

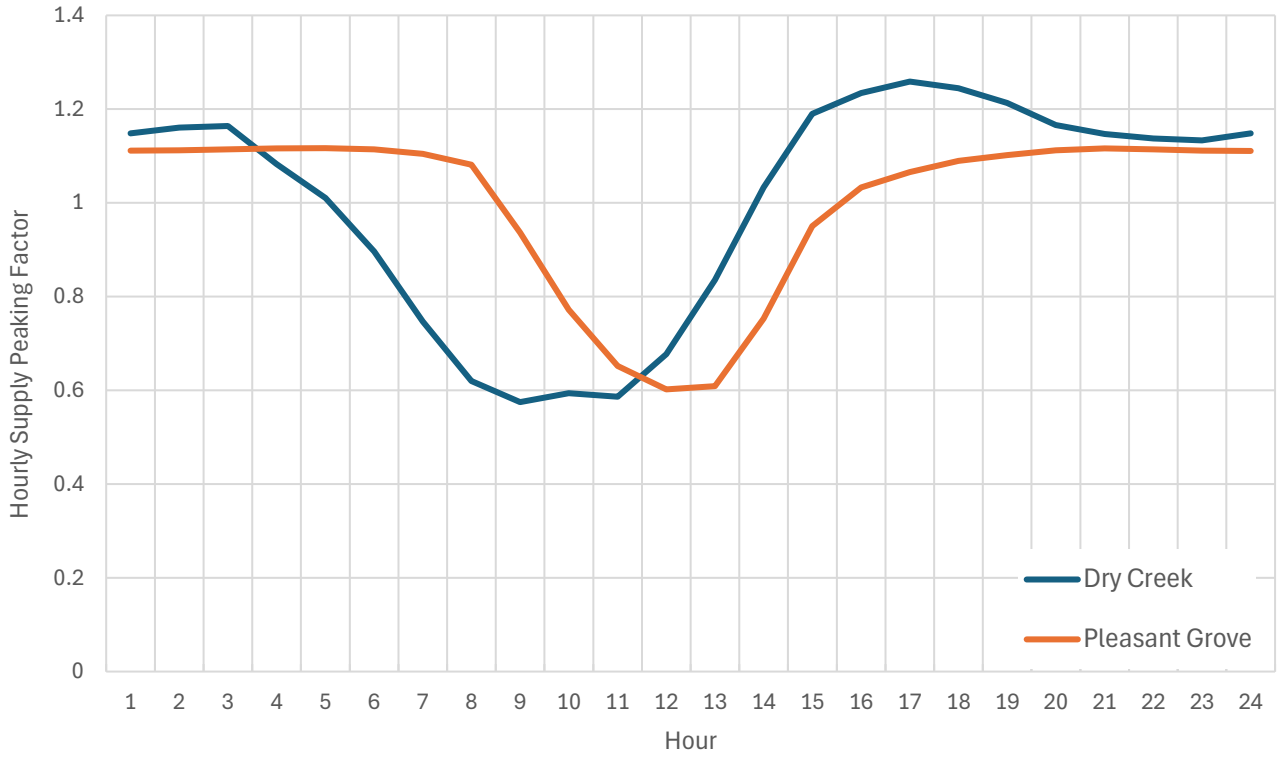
The City's recycled water system is supplied by both the Dry Creek Wastewater Treatment Plant (DCWWTP) and the Pleasant Grove Wastewater Treatment Plant (PGWWTP). Previously, for modeling purposes, the treatment plants had been assumed to have an infinite supply of recycled water available to meet the recycled water demand. To better assess the impact of supply limitations on storage, existing and future supply has been estimated and applied to the model.

2.1 Existing Supply

Effluent flow data for the Dry Creek WWTP from 2020 through 2022 was assessed as part of the DCWWTP Capacity Capital Analysis Draft TM[1] to estimate an Average Dry Weather Flow (ADWF) of 8.60 mgd. As part of a similar study currently in progress, 2023 effluent flow data for the Pleasant Grove WWTP was assessed to estimate an ADWF of 8.49 mgd.

24-hour diurnal patterns for influent and effluent flow were developed and compared based on the provided SCADA data. A four-hour lag was noted between influent and effluent peaking factors. The hourly influent data was lagged by four hours and used to represent the diurnal pattern for available supply from each treatment plant. Resulting peaking factors are provided in **Figure 2-1.**

FIGURE 2-1: PGWWTP AND DCWWTP SUPPLY PATTERNS



[1] Woodard & Curran, Dry Creek Wastewater Treatment Plant Capacity Capital Analysis Draft Technical Memorandum, July 2023.

2.2 Projected Supplies

Future plant sewage flows were projected to the planning horizon of fiscal year 2059-2060 (FY 59/60)[1] and to ultimate buildout conditions, calculated by multiplying Equivalent Dwelling Unit (EDU) projections by the flow contribution per EDU. EDU projections were prepared by the South Placer Wastewater Authority (SPWA) partners and provided to W&C as part of this study in May 2025; the projections generally assume linear growth. Current flow factors are approximately 144 gpd/EDU for PGWWTP and 150 gpd/EDU for DCWWTP. Projected flow factors are at 150 gpd/EDU. Potential future flows are presented in **Table 2-1.** For this analysis, it has been assumed that all influent sewer flows would be available for use as recycled water.

It should be noted that in addition to uncertainties regarding the per EDU flow factor, there is also significant uncertainty regarding the number and timing of future EDUs. As discussed further in **Section 3**, careful monitoring of the City's available recycled water supplies is recommended as additional customers are considered.

TABLE 2-1: EXISTING AND PROJECTED WWTP RECYCLED WATER SUPPLY

	Existing Supply (mgd)	2060 Projected EDU Growth (EDUs)	2060 Projected Supply @ current gpd/EDU (mgd)	2060 Projected Supply @ 190 gpd/EDU (mgd)
PGWWTP	8.49	35,092	13.5	15.2
DCWWTP	8.60	27,942	12.8	13.9
Total	**17.09**	**63,035**	**26.3**	**29.1**

[1]SPWA's fiscal year runs from July 1 to June 30.

3. RECYCLED WATER DEMANDS

This section examines the existing recycled water system customers and associated demands and identifies potential future demands from expected customers within the City and from Urban Growth Areas (UGAs).

The approach to perform this market assessment was to use a combination of customer meter data and planning documents and staff estimates for existing and potential future customer demands respectively. Recycled water production data was used to verify peaking previously developed in the 2016 Recycled Water System Evaluation Report. Potential future recycled water demand was compared with projections of future wastewater flows to identify potential recycled water supply issues.

3.1 Peaking Factors

Previous iterations of the recycled water systems evaluation (including the 2016 Systems Evaluation, as well as the 2009 Systems Evaluation[1]), used a peak month/average day peaking factor of 2.5. To confirm that this peaking factor would be applicable for this assessment, recycled water production data from January 2017 to November 2022 was analyzed to determine typical peaking factors within the existing system.

Average daily recycled water production was compared across months to demonstrate seasonal trends in irrigation use. **Table 3-1** and **Figure 3-1** show the variation in average daily recycled water production with a peak in July corresponding to a peaking factor (average daily production in a given month / average daily production across the analysis period) of 2.23. **Table 3-2** summarizes the calculated peaking factors for each year from 2017 through 2022.

TABLE 3-1: MONTHLY PRODUCTION ANALYSIS

Month	Average Day Production (MGD)	Peaking Factor Average Daily for Month / Average Daily for Year
Jan	0.33	0.11
Feb	0.70	0.24
March	0.79	0.27
April	1.83	0.62
May	4.23	1.44
June	5.67	1.93
July	***6.56***	***2.23***
Aug	5.89	2.00
Sept	4.33	1.47
Oct	2.88	0.98
Nov	1.05	0.36
Dec	0.43	0.15
Annual Average	**2.94**	**1.0**

[1] RMC Water & Environment, South Placer Regional Wastewater and Recycled Water Systems Evaluation, December 2009

FIGURE 3-1: AVERAGE DAILY PRODUCTION FOR EACH MONTH (2017-2022)

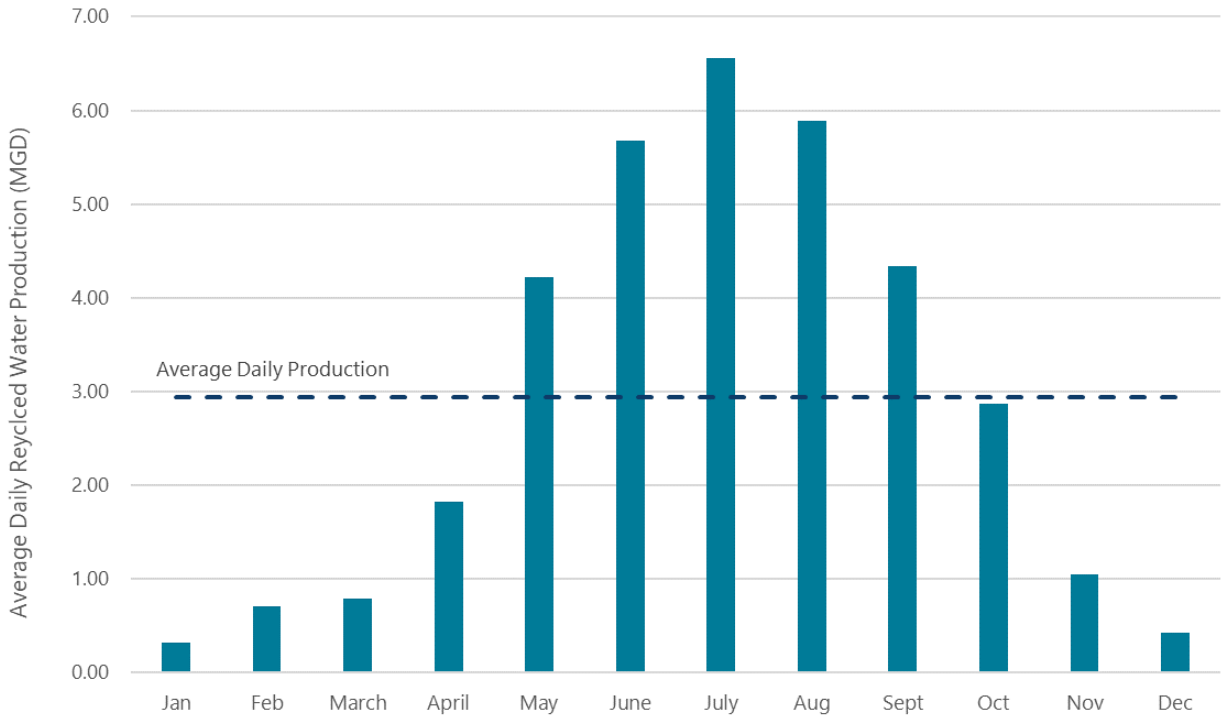


TABLE 3-2: RECYCLED WATER PEAKING FACTORS

Year	Recycled Water Production[1]			Peaking Factors Peak Value/Annual Average	
	Average Day (MGD)	Max Month (MGD)	Max Day (MGD)	Max Month	Max Day
2017	2.28	5.76	7.11	2.53	3.12
2018	2.61	6.18	7.80	2.37	2.99
2019	2.45	5.47	7.14	2.23	2.91
2020	3.07	6.78	7.99	2.21	2.60
2021	3.33	7.40	8.29	2.23	2.49
2022	3.63	7.10	8.67	1.96	2.38
Average	**2.89**	**6.45**	**7.83**	**2.25**	**2.75**

Footnotes:

1. Recycled Water Production Data is based on flows from West Roseville Pump Station and the Dry Creek Gravity and Pump Station pipelines.

As indicated in Table 3-2, the Maximum Day/Annual Average peaking factor is generally slightly above 2.5, while Maximum Month/Annual Average is slightly below 2.5. This suggests that within the peak month there was a

shorter duration period of higher demands, which may coincide with a heat wave, or atypical irrigation patterns. The current recycled water system has sufficient capacity to handle these short durations of higher demands. In the future, as recycled water demands approach system design limits, irrigation during peak demand periods may need to be more tightly managed to meet all demands. As the duration of the higher demands was generally short, it has been assumed that irrigation during these high demand periods can be managed to limit taxing the system significantly beyond typical peak month demands. Therefore, the peak day peaking factor of 2.5 used in previous system planning has been carried forward for the current analysis of buildout system needs.

For modeling purposes, existing maximum day demands were scaled to match the maximum day demand observed on June 24, 2022, of 8.7 mgd, as discussed further in Section 3.3 of this report. As future customers are added, peaking factors should continue to be monitored. Potential mitigations to address supply shortfalls are discussed in Section 3.5.1.

3.2 Diurnal Patterns

Peaking factors for hourly demand patterns were previously developed as part of the 2020 Model Development Report for use in extended period simulations (EPS). Total demands under each pattern were summed, the pattern was applied, and hourly demand values were plotted on **Figure 3-2**, along with the supply patterns discussed in Chapter 2. The demands follow a typical irrigation demand pattern with peak flows occurring overnight and in the morning.

As indicated in **Figure 3-2**, peak recycled water demands occur overnight while peak recycled water supply occurs in the afternoon and stays fairly constant throughout the evening. Low demands occur in the middle of the afternoon while low supply occurs in the middle of the morning. One way to increase the capacity of the recycled water system in the future would be to modify the hourly demand patterns for customers with storage ponds (i.e., golf courses). Aligning the system supply pattern for customers with storage with the system-wide demand pattern would optimize the operation of the system. This modification is included in this evaluation and discussed in Section 4.2.1.2. The proposed modified patterns are shown in **Table 3-3** and the resultant hourly demands compared to supply is shown in **Figure 3-3**. The additional capacity provided by this pattern modification was determined as part of the analysis discussed in Section 4 of this report. Modification of customer demand schedules to off-peak hours would help accommodate additional system demands on the recycled water system.

For future UGA customers with storage (Placer Vineyards, Riolo Vinyards, Placer One, and Regional University), it was assumed that the City could supply recycled water when convenient for the City system to reduce peak demands. For this study this was assumed to be a constant supply over the entire day (peak hour factor equal to 1.0), except for supply to Placer One which was assumed to have a fill time during the middle of the day.

FIGURE 3-2: EXISTING DEMAND AND SUPPLY PATTERNS

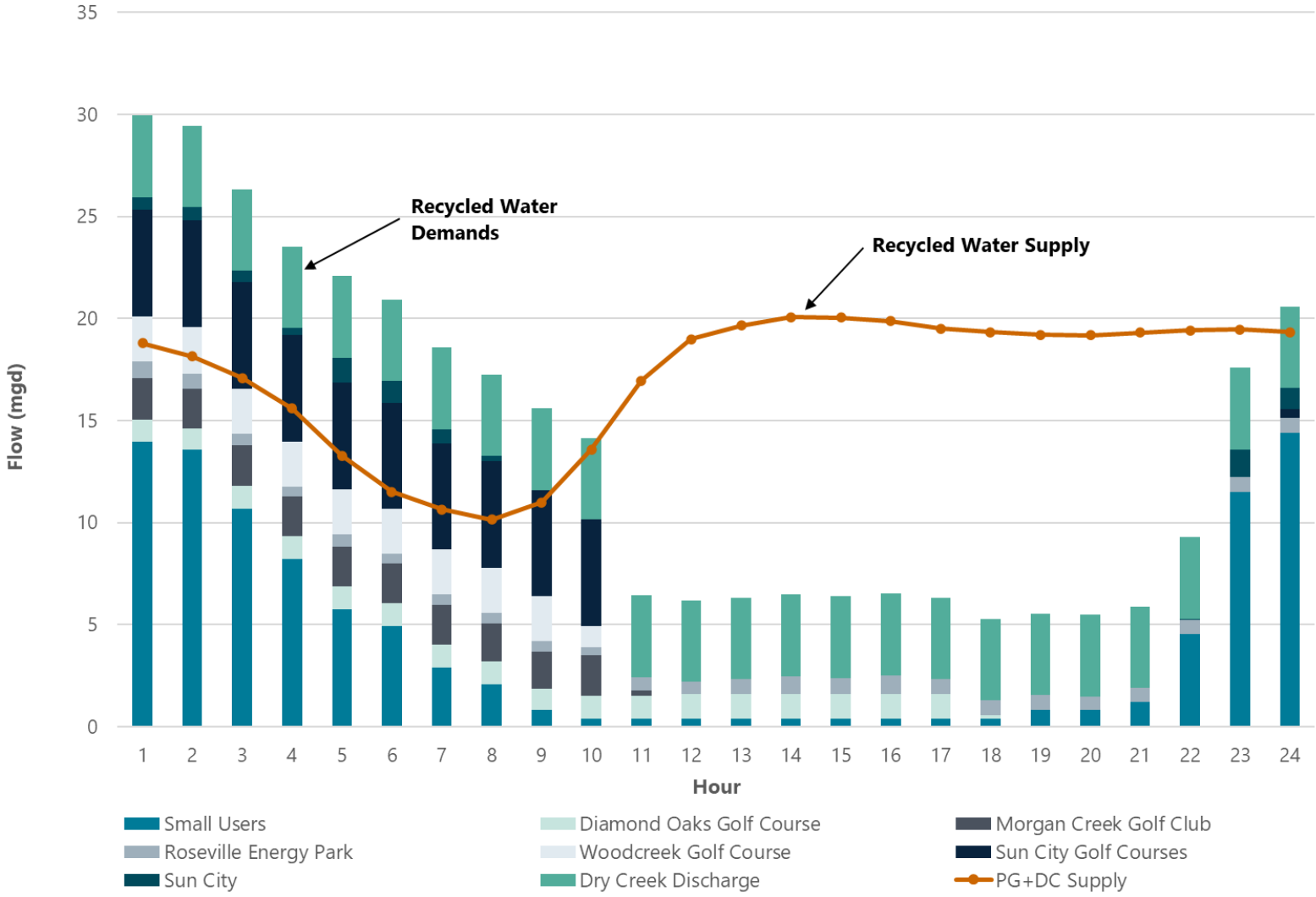
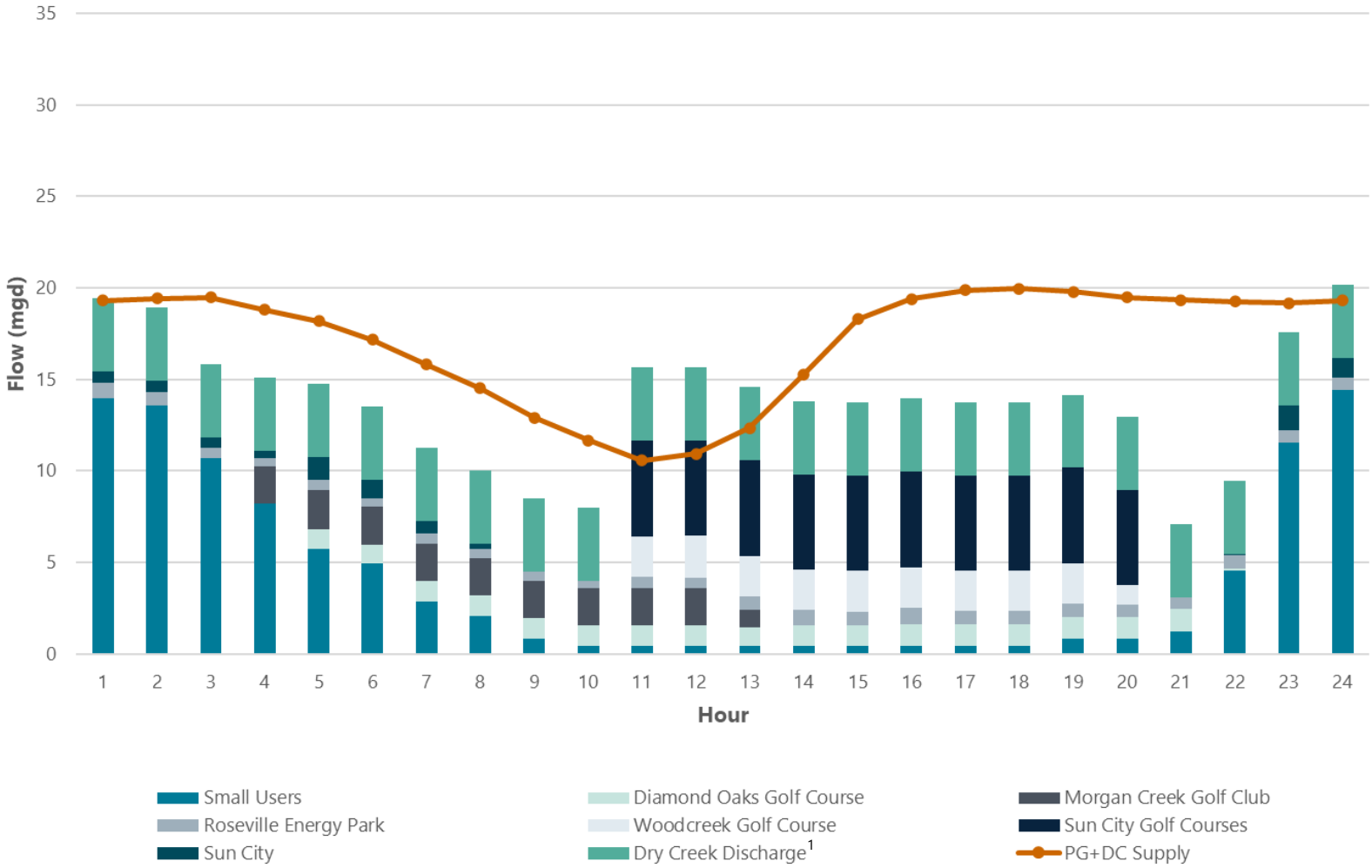


FIGURE 3-3: PROPOSED MODIFICAITONS TO EXISTING DEMAND AND SUPPLY PATTERNS



[1] The diurnal pattern for discharge to Dry Creek is assumed to be constant at 4 mgd over 24 hours, however the pattern can be modified to better match the supply and demand patterns as long as 4 MG is discharged per day.

TABLE 3-3: DIURNAL DEMAND PATTERNS FOR EXISTING CUSTOMERS

Hour	Hourly Demand Pattern Peaking Factors [a]										
	Roseville Energy Park	Sun City Irrigation	(E) Diamond Oaks GC	(P) Diamond Oaks GC	(E) Morgan Creek GC	(P) Morgan Creek GC	(E) Timber Creek GC	(P) Timber Creek GC	(E) Woodcreek GC	(P) Woodcreek GC	Small Users
0	1.3	1.9	1.3	0	2.5	0	2.4	0	2.5	0	3.4
1	1.1	2	1.3	0	2.4	0	2.4	0	2.6	0	3.3
2	0.9	1.7	1.4	0	2.4	0	2.4	0	2.5	0	2.6
3	0.7	1.1	1.4	0	2.4	2.5	2.4	0	2.5	0	2
4	0.9	3.8	1.4	1.3	2.4	2.6	2.4	0	2.5	0	1.4
5	0.7	3.2	1.4	1.3	2.4	2.5	2.4	0	2.5	0	1.2
6	0.8	2.1	1.4	1.4	2.4	2.5	2.4	0	2.5	0	0.7
7	0.8	0.8	1.4	1.4	2.3	2.5	2.4	0	2.5	0	0.5
8	0.8	0	1.3	1.4	2.2	2.5	2.4	0	2.5	0	0.2
9	0.6	0	1.4	1.4	2.4	2.5	2.4	0	1.2	0	0.1
10	1	0	1.4	1.4	0.3	2.5	0	2.4	0	2.5	0.1
11	0.9	0	1.5	1.4	0	2.5	0	2.4	0	2.6	0.1
12	1.1	0	1.5	1.3	0	1.2	0	2.4	0	2.5	0.1
13	1.3	0	1.5	1.4	0	0	0	2.4	0	2.5	0.1
14	1.2	0	1.5	1.4	0	0	0	2.4	0	2.5	0.1
15	1.4	0	1.5	1.5	0	0	0	2.4	0	2.5	0.1
16	1.1	0	1.5	1.5	0	0	0	2.4	0	2.5	0.1
17	1.1	0	0.2	1.5	0	0	0	2.4	0	2.5	0.1
18	1.1	0	0	1.5	0	0	0	2.4	0	2.5	0.2
19	1	0	0	1.5	0	0	0	2.4	0	1.2	0.2
20	1	0	0	1.5	0	0	0	0	0	0	0.3
21	1.1	0.1	0	0.2	0	0	0	0	0	0	1.1
22	1.1	4.1	0	0	0	0	0	0	0	0	2.8
23	1.1	3.2	0	0	0	0	0.2	0	0	0	3.5

Footnotes:

a) "(E)" indicates current demand pattern derived in the 2020 Model Development Report. "(P)" indicates a proposed pattern with a shift in hourly demands to align system demand patterns with system supply patterns.

3.3 Existing Customer Demand

Existing recycled water customers were identified through review of prior studies, discussions with City staff, and the City's billing records. Billing data from 2017 to 2022 was collected and analyzed to determine average annual demands for each customer. This data was used to add new customers whose service began after August 2019 (customers added before August 2019 were already included in the model as part the 2020 Model Report model update). Including these additional customers, annual average demands were estimated to be approximately 3.5 mgd.

As indicated in **Table 3-2**, the highest peak day demand observed was 8.7 mgd, which occurred on June 24, 2022. Modeled demands were scaled such that the total max day modeled demands matched the observed peak day demand of 8.7 mgd.

A summary of the largest demand customers is included in **Table 3-4**. Locations of the existing customers are shown in **Figure 3-4**. In addition to the customers shown in **Figure 3-4**, DC WWTP is required to discharge a minimum of 4 mgd to Dry Creek to maintain a year round flow in the creek per California Department of Fish and Wildlife (CDFW) requirements. Note that there is no specific minimum instantaneous flow requirement for this flow into Dry Creek, just a minimum requirement of 4 million gallons over the course of the day.

TABLE 3-4: SUMMARY OF EXISTING CUSTOMERS

Customer Name	Customer Type	On-Site Storage (Yes/No)	Zone	Annual Average Demand[a] (AFY)	Average Day Demand (MGD)	Peak Day Demand[b] (MGD)
Sun City Golf Courses	Golf Course	Yes	Main	851	0.76	1.9
Morgan Creek Golf Course	Golf Course	Yes	South	320	0.29	0.71
Roseville Energy Park	Other	No	Main	293	0.26	0.65
Woodcreek Oaks Golf Course	Golf Course	Yes	Main	345	0.31	0.77
Diamond Oaks Golf Course	Golf Course	Yes	North	315	0.28	0.70
Sun City Irrigation	Irrigation	No	Main	129	0.11	0.29
West Park High School	Irrigation	No	Main	79	0.07	0.18
Other Customers within WRSP Area			Main	836	0.75	1.87
Other Customers within Creekview Area			Main	33	0.03	0.07
All Other City Customers				534	0.48	1.2
Total				**3735**	**3.34**	**8.34**

Footnotes:

a. Based on average billing data from January 2018 to October 2022

b. Based on peaking factor of 2.5 multiplied by ADD.

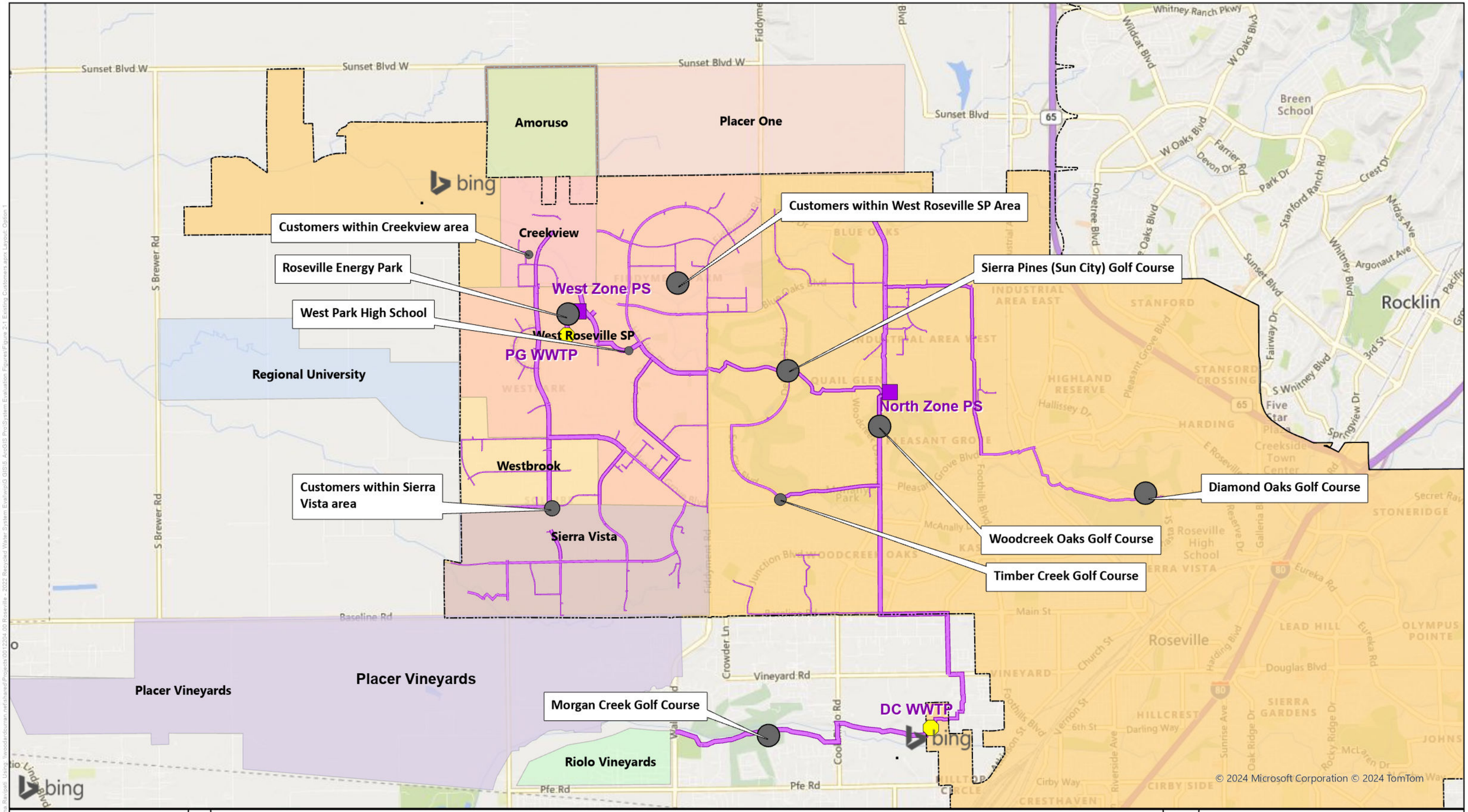


Figure 3-4
Existing Recycled Water Customers
Roseville Recycled Water Systems Evaluation

Legend

- Pump Station
- WWTP
- City Limits
- Potential City limits
- Existing RW Pipeline: < 10 in; 10 - 14 in; 16 - 20 in; > 20 in
- Demand (AFY): 1 - 100; 101 - 250; 251 - 350; 351 - 1000
- City of Roseville Limits

N

0 0.2 0.4 0.8 Miles

CITY OF ROSEVILLE CALIFORNIA

Woodard & Curran

Project #: 0012204.00
Map Created: July 2024

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Figure Exported: 8/6/2024 By: Karina Ravipati Using: \\woodardcurran.net\shared\Projects\0012204.00 Roseville - 2022 Recycled Water System Evaluation\GIS\ArcGIS Pro\System Evaluation Figures\Figure 2-1 Existing Customers.aprx Layout: Option 1

3.4 Potential Future Customer Demand

Potential future customers include near-term potential recycled water customers identified by the City and Urban Growth Areas (UGAs). Potential future customer locations are shown in **Appendix A** and were identified based on review of existing recycled water study reports, discussions with City staff, and review of development master plans. Peaking factors used for existing customers were also used to calculate peak day demand for potential future customers.

3.4.1 Near-Term Potential Customers

Near-term potential customers were identified through a review of prior studies and estimated demands for potential customers were updated where service had begun since the last update to the future customer dataset. The largest near-term potential customers (not including UGAs, discussed in Section 3.4.2) include the Hewlett Packard Enterprise campus and the Campus Oaks Apartments.

For the purposes of the supply and demand evaluation, it has been assumed that connection of new customers would begin in 2024 with growing participation occurring over the following four years. Once all customers are on-line, the annual demand for near-term potential customers is projected to be 2,360 AFY, with a peak day demand of 5.27 mgd. Potential near-term customers are identified in **Appendix A**.

3.4.2 UGA Demand

The City of Roseville is anticipating the eventual connection of eight UGAs. Four of these UGAs (Sierra Vista/Westbrook, Creekview, Amoruso Ranch and the West Roseville Specific Plan) are within current City limits and are partially developed. Regional University, Placer Vineyards, Riolo Vineyards, and Placer One/Sunset Industrial Area are outside of the City limits with currently no plans for annexation. Curry Creek is not included in this analysis because the City has not agreed to provide recycled water to the UGA, and due to supply limitations, as discussed in **Section 3.5**, supply may not be available.

Note that the Creekview and the West Roseville Specific Plan area UGAs (discussed further below) have already been partially developed; recycled water use is therefore listed as both an existing and potential future customer. Total existing and anticipated buildout demands for these areas are shown in **Table 3-5**.

Recycled water service to UGAs is limited by supply; customers within the City limits will have priority and potential customers outside the City will have agreements signed that allow service on a first-come, first-served basis. Regional University, Placer Vineyards, Riolo Vineyards, and Placer One / Sunset Industrial Area would be served as wholesale customers with recycled water delivered to an on-site storage tank and distributed within the UGA by another retailer. Other UGAs (Sierra Vista, Creekview and Amoruso) would have storage located at the West Roseville pump station site.

Estimated demands for the UGAs are shown in **Table 3-5**. Demands were derived from previous studies and a review of planning documents. The assumed connection date indicated in **Table 3-5** is the initial connection; it was assumed for this analysis that the entire demand will not be realized until eight years after the initial connection date. For UGAs with existing demands, it was assumed the initial connection date occurred in 2020 and that the entire demand would be realized in 2028. The peaking factor described in **Section 3.1** was used to estimate potential max day demands. The supply window for Regional University, Placer Vineyards, and Riolo Vineyards was assumed to be constant between the hours of 3am and 10pm;

the supply window for Placer One was assumed to be between 7am and 9pm. For other UGAs the "Small Users Pattern" from **Table 3-3** was used.

TABLE 3-5: URBAN GROWTH AREA POTENTIAL DEMANDS

UGA	Potential Service Zone	Within City Limits	Existing Average Day Demand (mgd)	Buildout Average Day Demand (mgd)	Buildout Peak Day Demand (gpm)	Assumed Initial Connection Date[a]
Sierra Vista / Westbrook[b]	West	Yes	0	0.62	1,078	2025
Amoruso Ranch[c]	West	Yes	0	0.22	389	2025
Creekview[d]	West	Yes	0.03	0.10	174	2020
West Roseville Specific Plan[e]	West	Yes	0.75	2.02	3,507	2020
Regional University[f]	West	No	0	0.47	812	2030
Placer One / Sunset Industrial Area[g]	North	No	0	0.38	660	2025
Placer Vineyards[f]	Gravity	No	0	1.13	1,966	2030
Riolo Vineyards[f]	Gravity	No	0	0.07	127	2030

Footnotes:

a. For purposes of phasing, it was assumed that implementation of full demand would occur over 8 years from the initial connection date. Developments with existing demands were assumed to have been connected to the system by 2020. Note that the initial connection date may not represent the beginning of UGA development.
b. Sierra Vista Specific Plan, Amended April 2016
c. Draft Addendum to the Amoruso Ranch Specific Plan Area Recycled Water Master Plan, June 2024
d. Creekview Specific Plan, March 2022
e. Recycled Water Study for West Roseville Specific Plan Area, May 2003
f. Based on estimates provided by City staff, 2025
g. Placer One Recycled Water Master Plan, November 2024

3.5 Supply versus Demand Comparison

Recycled water supply is provided from two WWTPs owned and operated by the City of Roseville, on behalf of the SPWA: Dry Creek WWTP and Pleasant Grove WWTP. These two WWTPs collect and treat all wastewater generated within the SPWA service area. The recycled water distribution system has interconnection points that allow significant flexibility for deliveries. In particular, there are existing interconnections to allow either treatment plant to serve the North Zone system and the Sun City Golf Course. Because of this flexibility, a supply and demand comparison was performed over the entire system, rather than on the individual WWTPs. Estimated growth in average dry weather flow generated from the entire SPWA sewer service area through 2060 was referenced from the 2020 SPWA Systems Evaluation Report[1].

[1] South Placer Regional Wastewater 2020 Systems Evaluation Report.

3.5.1 Supply versus Maximum Day Demand Comparison

Figure 3-5 shows the current projections of annual recycled water demand and supply available during maximum day conditions. As shown in the figure, there appears to be sufficient supply to meet anticipated demands. It should be noted, however, that there is significant uncertainty in the timing of growth of both future demands and future supplies. There is also significant uncertainty in the projected demands, as demands for several of the UGAs was based on estimates from several years ago (as indicated in **Table 3-5**) and likely do not reflect current irrigation practices. If demand begins to increase faster than supply, the City can address a potential shortfall in supply with the following methods:

- Encourage water-efficient landscaping.
- Encourage reduction in peak usage for future recycled water customers.
- Consider limiting recycled water demands to customers on the hottest days of the year (i.e., capping demands).
- Work with customers with storage to determine if demands could be spread across days to reduce a single-day peak demand.
- Continue monitoring summer peak demands and creek discharges as demands are added to identify potential supply limitations.
- Prepare to have supplemental potable water supplies available in the event of a shortfall or source other local raw wastewater supplies to increase available recycled water supply during summer months.

3.5.2 Peak Hourly Demand Versus Supply Comparison

Although supplies are anticipated to continue increasing beyond 2060, the projected 2060 has been used for modeling purposes to estimate the potential storage requirements. **Figure 3-6** shows anticipated max day buildout demand conditions compared to 2060 supply. While hourly projected supplies are greater than hourly buildout demands, there may still be a need for operational storage (aka daily storage) to shift the available supply of recycled water to the higher evening demand periods when supplies are limited. The City can undertake efforts to manage peak usage and reduce overnight demands, especially with customers that have storage facilities who may be more adept to distribute demands across a day to limit peak hourly usage as much as possible. Note that **Figure 3-6** was developed using proposed peaking factors as presented in **Table 3-3**.

FIGURE 3-5: PROJECTED BUILDOUT MAX DAY SUPPLY AND DEMAND COMPARISON

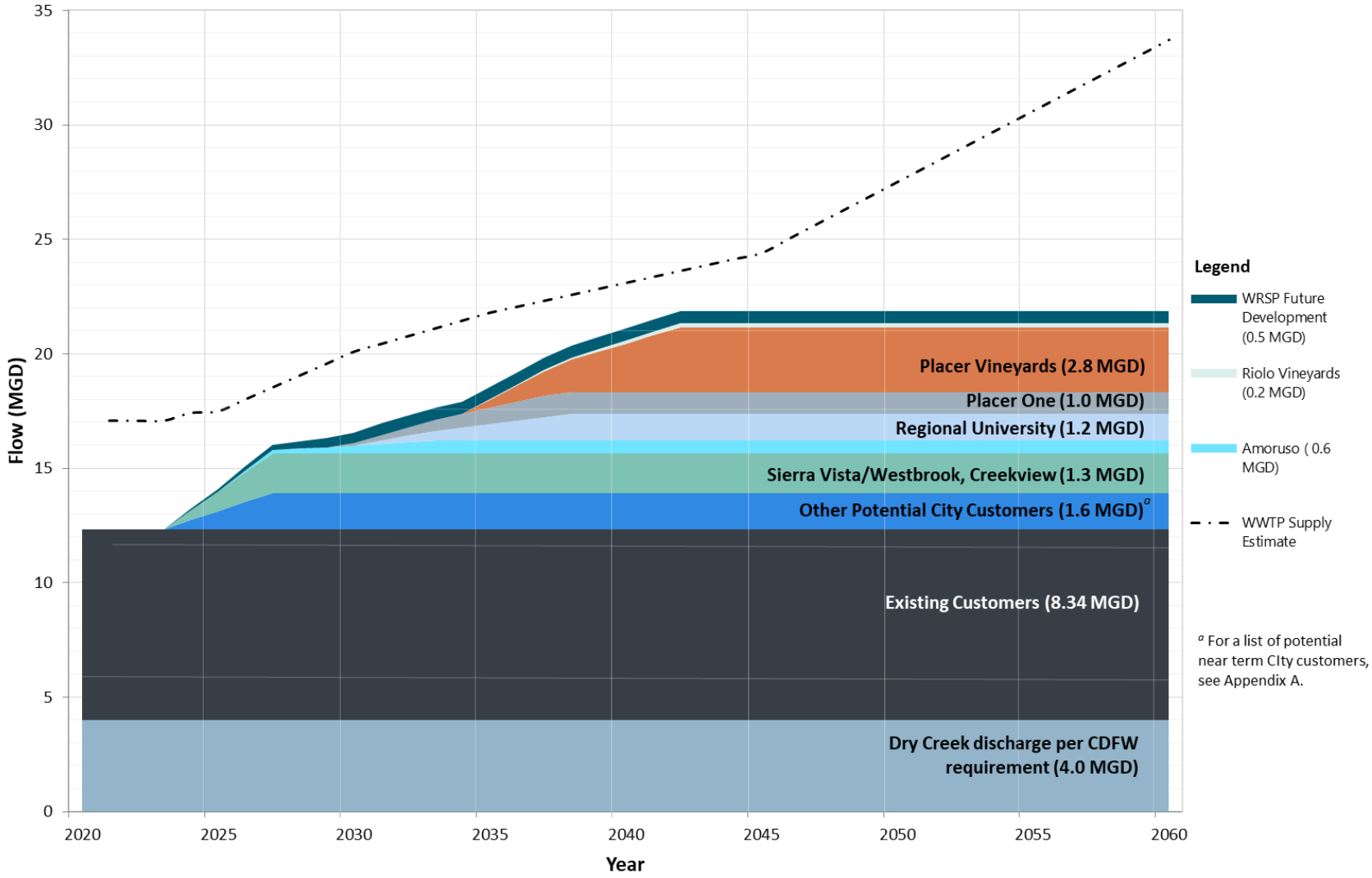
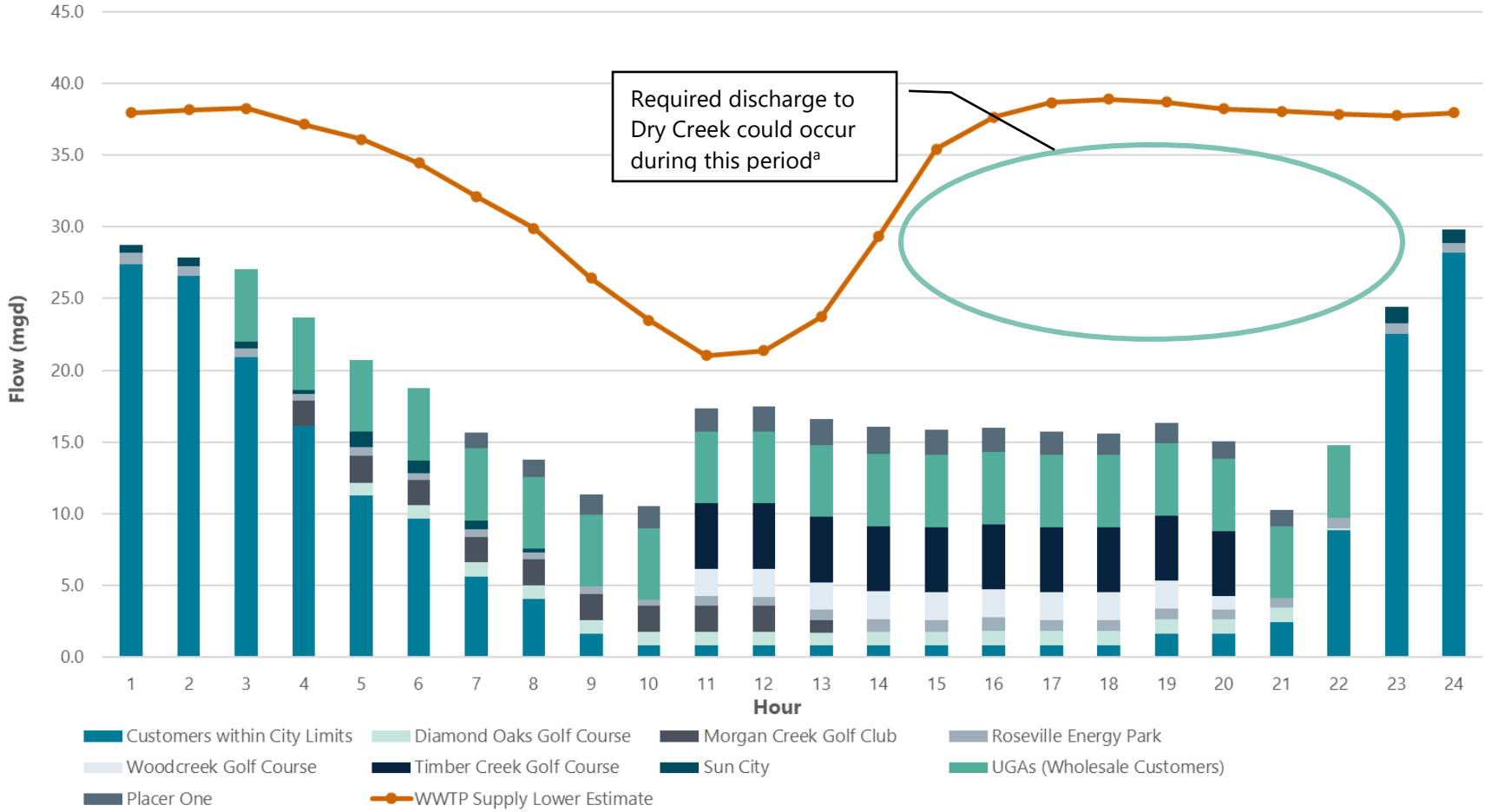


FIGURE 3-6: HOURLY COMPARISION OF SUPPLY AND DEMANDS BUILDOUT MAX DAY CONDITIONS



Footnote:

a) Discharge to Dry Creek, as required by CDFW, is not included on this plot as City operations staff can elect to discharge the required 4 mgd when it best suits system performance. In the case of the proposed patterns being implemented, this could be between 1pm and 11pm.

4. SYSTEM EVALUATION

4.1 Evaluation Methodology and Criteria

Model scenarios of the City's existing recycled water distribution system were developed. Sizing of new pipes, and evaluation of the capacity of the existing facilities, was performed using the design criteria described in **Section 4.1.1**. Buildout alternatives were evaluated for comparative life cycle costs using the capital and O&M cost criteria described in **Section 5**.

4.1.1 Design Criteria

Design criteria were compiled to reflect current City standards for recycled water distribution. These criteria, found in **Table 4-1**, were used to assess any deficiencies in the existing facilities and to appropriately size pipelines, pump stations, and storage tanks at buildout.

TABLE 4-1: HYDRAULIC DESIGN CRITERIA FOR MODEL DEVELOPMENT

System Component	Unit	Value
Demand Nodes		
Minimum Pressure at Peak Day for Customers without Storage	psi	40
Minimum Pressure at Peak Day for Customers with Storage	psi	5
Maximum Pressure in system	psi	100
Distribution Pipes		
Minimum Pipe Size (including laterals)	inches	6
Allowable Pipe Sizes [a]	inches	6, 8, 12, 16, 24, 30
Maximum Head Loss (existing pipe)	feet per 1,000 feet	10
Maximum Head Loss (new pipe)	feet per 1,000 feet	5
Maximum Velocity (existing pipe)	feet per second	8
Maximum Velocity (new pipe)	feet per second	5
Hazen-Williams Coefficient for Head Loss Calculation	n/a	130
Storage Tanks		
Minimum Tank Storage	MG	Operational Storage + Buffer Storage
Operational Storage	MG	As Modeled
Buffer Storage[b]	MG	0.25 * MDD

a. Per Roseville Standards for Recycled Water.
b. Buffer storage is intended to allow the system to operate in the event of unforeseen conditions (e.g. a brief supply limitation).

4.2 Existing System Evaluation

The recycled water system includes approximately 40 miles of recycled water pipelines, recycled water pumping facilities at the two WWTPs (Pleasant Grove and Dry Creek), and two booster pump stations and storage facilities. The recycled water system, including facility locations and pressure zones, is shown in **Figure 4-1**. Pleasant Grove WWTP recycled water pumps supply water to the West Roseville storage tanks located near the treatment plant. The West Roseville pump station draws from that storage and supplies pressure to customers in West Roseville and others. The Dry Creek WWTP recycled water pumps supply portions of the main pressure zone, primarily in eastern Roseville. The Dry Creek WWTP pumps also supply the North Zone storage tank with recycled water, when connected to the system. The North Zone Pump station is located adjacent to the North Zone storage tank and although the tank and pump station were constructed, the City has operated the system without the North Zone storage tanks and pump station for several years (i.e. these facilities are currently disconnected from the recycled water system).

The City's recycled water model, as documented in the 2020 Model Development Report and updated based on the current supply and demand data described in **Section 2** and **Section 3**, was used for this evaluation. Two demand scenarios were evaluated: average day demand (ADD) and maximum day demand (MDD). Each demand scenario has diurnal patterns applied so that peak hour conditions could be evaluated based on patterns discussed in **Section 3.2**. Results from both demand scenarios indicate that sufficient pressure could be provided throughout the network to meet the established design criteria, as shown in **Figure 4-2**. Under the MDD scenario, the West Roseville Pump Station storage tanks combined modeled operational storage is 0.8 MG (each tank cycles approximately 0.4 MG).

The City's existing recycled water system is best analyzed as two distinct systems under current operating conditions: the main pressure zone, termed West Zone, servicing a majority of the systems' demands, supplied by West Roseville Pump Station and Dry Creek WWTP, and the gravity system, termed Gravity Zone, servicing a portion of the City's customers south of Baseline Road, including Morgan Creek Golf Club, supplied by the Dry Creek WWTP.

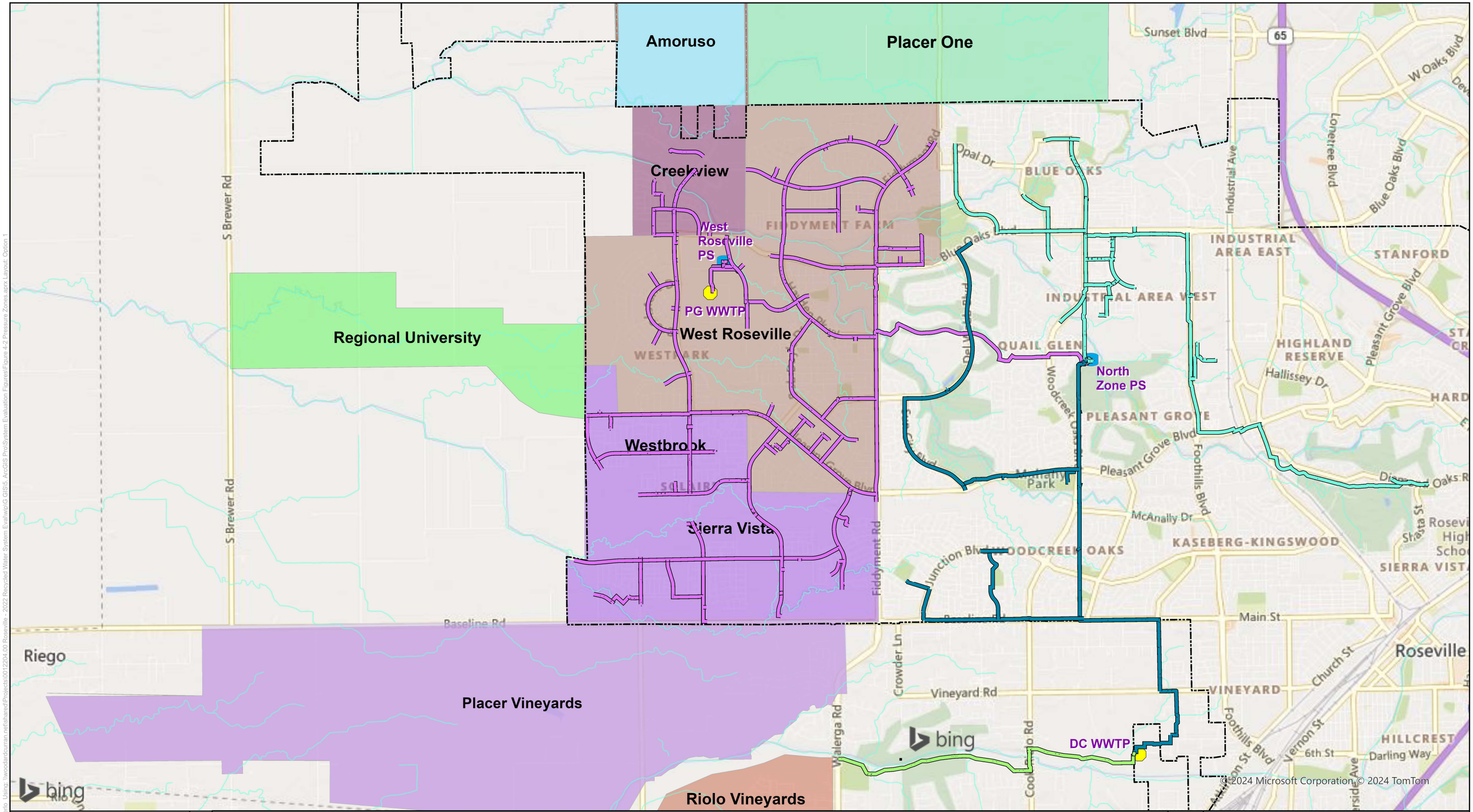


Figure 4-1
Recycled Water System Pressure Zones
Roseville Recycled Water Systems Evaluation

Legend

- City Limits
- Potential City limits
- WWTP
- Storage and Pump Station

Pipeline Pressure Zone

- PG WWTP
- West Roseville PS Zone
- North Zone
- South Zone
- Gravity

Note: The West Roseville PS Zone, North Zone, and South Zone, are all supplied by both DC and PG WWTPs. These zones are jointly referred to as the West Zone.

N

0 0.17 0.35 0.7 Miles

CITY OF ROSEVILLE CALIFORNIA

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Figure Exported: 7/31/2024 By: dmerlo Using: \\woodardcurran.net\shared\Projects\0012204.00 Roseville - 2022 Recycled Water System Eval\wip\G GIS\5. ArcGIS Pro\System Evaluation Figures\Figure 4-2 Pressure Zones.aprx Layout: Option 1

4.2.1 West Zone Evaluation

Node pressures and pipeline velocities were compared to criteria established in **Table 4-1**. **Table 4-2** summarizes the peak hour operating points of each pump station in the existing system. These peak hour flowrates represent an estimated pump station capacity accounting for pumping against system pressure under design conditions. Pump curves for each pump station are included in **Appendix B**. Based on a comparison of the peak hour flows and pressures against the pump curves shown in **Appendix B**, all existing pump stations have capacity for existing peak flows.

TABLE 4-2: EXISTING RECYCLED WATER SYSTEM PUMP STATION FLOWRATES AND PRESSURES

Pump Station	Peak Hour Operating Point
Pleasant Grove WWTP	6,585 gpm, 26-ft (11 psi)[a]
West Roseville PS	8 ,725 gpm, 173-ft (75 psi)[a]
Dry Creek WWTP	5,200 gpm, 138-ft (60 psi)[a]

Footnotes:

a. Total Dynamic Head (TDH) modeled directly downstream of the pump station.

Based on these model results, no existing capacity deficiencies have been identified. However, very little additional demand can be added without resulting in overuse of the West Roseville tanks or inadequate supply from DCWWTP. However, some operational changes can be implemented at low or no cost to increase system capacity. These changes are discussed further in **Section 4.2.1.2**.

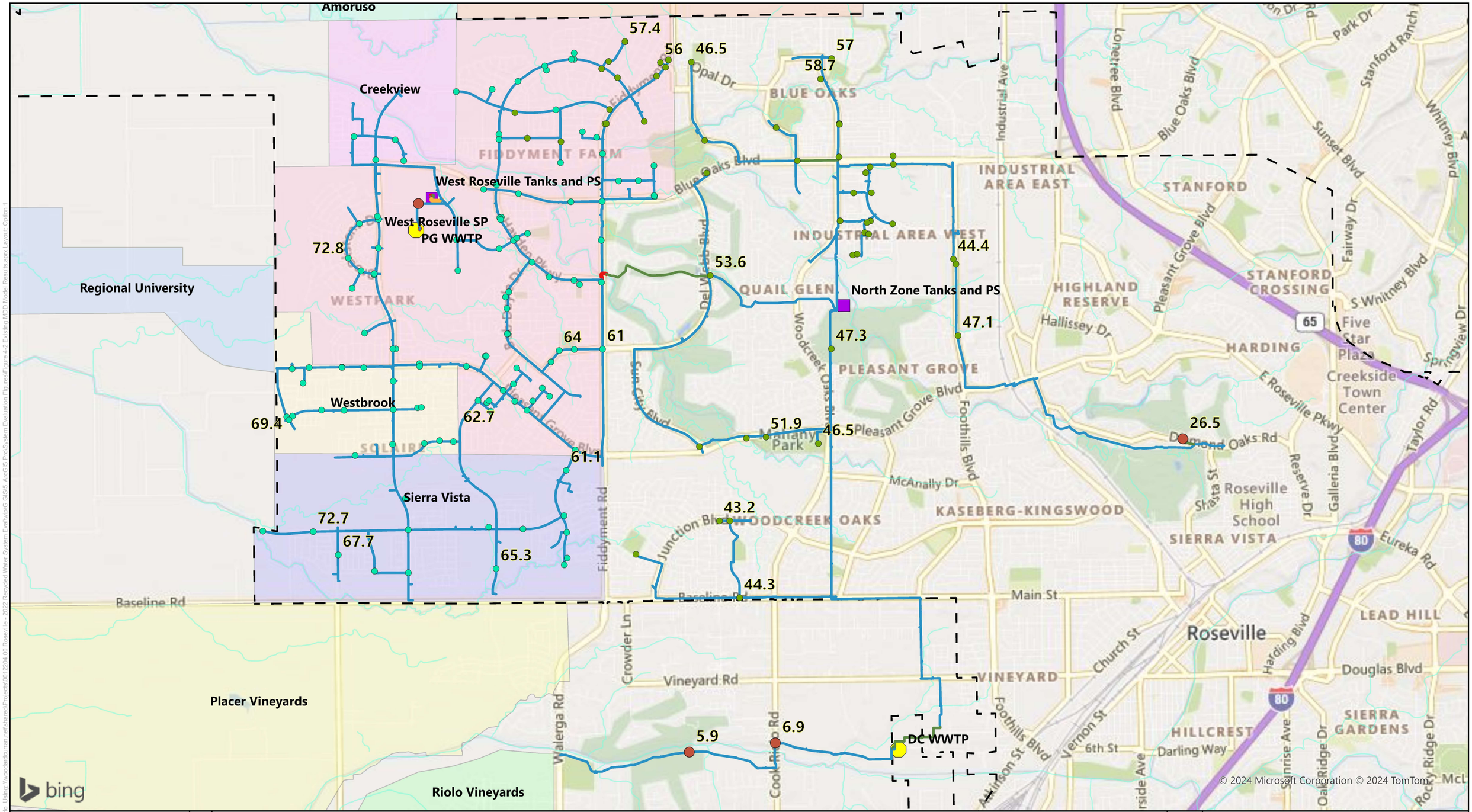

Figure 4-2
Existing MDD Model Results

Roseville Recycled Water Systems Evaluation

Legend

Tank & PS
WWTP
City Limits

Max Velocity	Minimum Pressure
< 4 fps	< 30 psi
4 - 6 fps	30 - 40 psi
6 - 8 fps	40 - 60 psi
> 8 fps	60 - 80 psi
	> 80 psi

52 Minimum Node Pressure (psi)

0 0.15 0.3 0.6 Miles

N

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Figure Exported: 8/7/2024 By: dmerlo Using: \\woodardcurran.net\shared\Projects\0012204.00 Roseville - 2022 Recycled Water System Eval\wip\G GIS\5. ArcGIS Pro\System Evaluation Figures\Figure 4-2 Existing MDD Model Results.aprx Layout: Option 1

4.2.1.1 Reliability and Efficiency Improvements

Several projects have been identified that would improve the City's ability to convey recycled water between zones. These projects would improve the ability of the City to serve multiple zones from a single pump station during low demand periods, potentially reducing electrical costs. The projects would also allow the City to better manage operations during maintenance shutdowns. These projects are described in **Section 5.2.3.**

4.2.1.2 Existing System Operational Capacity Improvements

While analyzing the existing system performance, it was recognized that there are several opportunities for system operational changes that provide the City with additional capacity to service near-term potential demands without constructing new infrastructure. The operational changes included adjusting demand patterns for customers with storage and adjusting the PRV settings at West Roseville PS and DC WWTP PS. These changes were modeled with increasing demands until a hydraulic deficiency was identified. The increases to system capacity correlating to the adjustments are summarized in **Table 4-3**. Specific adjustments are discussed in detail below.

TABLE 4-3: EFFECTIVENESS OF NEAR-TERM OPERATIONAL IMPROVEMENTS

Scenario	Potential Peak Day Demand[a] (MGD)
Existing, No Change	8.7[b]
+ Adjust Demand Patterns	10.4
+ Increase WRPS Supply Pressure	10.9

Footnotes:

a. Represents the maximum peak day demand that could be met while meeting criteria established in **Table 4-1**. Current maximum peak demands are estimated to be 8.34 MGD

b. The model predicts that some customers in the southern part of the system would not meet 40 psi during existing peak day demands at peak hour, due to limitations in available supply at Dry Creek. It is possible that some demand shifting has already occurred to mitigate this deficiency.

Demand Pattern Shift

As discussed in Section 3.2, aligning the system demand pattern with the system supply pattern will maximize the available capacity of the system. One way this could be facilitated would be by shifting demand patterns for customers that have storage ponds. There are five customers with storage ponds to accommodate the demand pattern shifts proposed in Section 3.2. Shifting high demand customers with storage to an "off-peak" demand pattern would provide approximately an additional 0.7 mgd of average day demand (1.7 mgd of MDD with the "Small Users" pattern applied) before storage requirements as presented in **Table 4-1** would be exceeded.

Increase WRPS Supply Pressure

If Dry Creek WWTP appears to be running low on supply, an increase in pressure from the Pleasant Grove WWTP can be used to supplement the customers served by Dry Creek and increase capacity to the system. However, this may increase operational storage requirements at West Roseville. Balancing the two supplies can help mitigate storage requirements at West Roseville while meeting max day demands. An estimated additional 0.5 mgd of capacity could be realized through optimization of the supplies, however this could

vary depending on how the system is operated such as where the City sets the VFDs at the pumps at West Roseville and Dry Creek. However, based on modeled results, the system has capacity to adjust supply pressures leaving West Roseville and Dry Creek to increase available peak demands while maintaining minimum service pressures presented in **Table 4-1**.

Connection of North Zone Tank and Pump Station

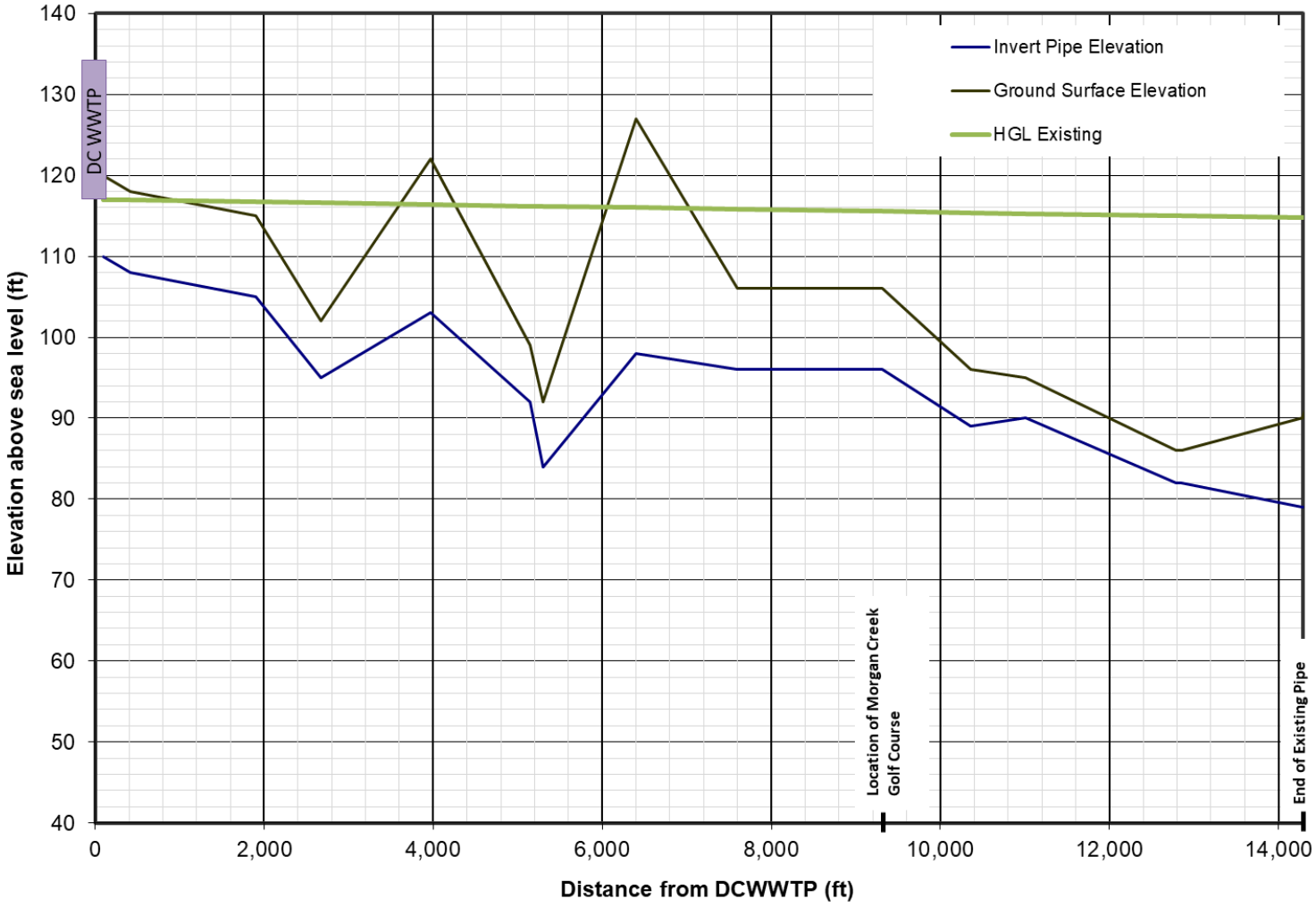
The North Zone Tank and Pump Station are currently not being operated in the system. Connecting the North Zone Tank and Pump Station back into the system would provide additional capacity to the North Zone, as well as relieve West Roseville Pump Station of servicing demands in this part of the system. However, significant rehabilitation would be needed to operate the North Zone PS. As discussed in later sections of this report, the buildout system does not require the North Zone PS, so rehabilitation is not recommended at this time

4.2.2 Gravity Zone Evaluation

The City serves customers south of Baseline Road directly from Dry Creek WWTP with 14,000 linear feet of 24-inch diameter pipe that is pressurized by gravity. The Gravity Zone is shown in **Figure 4-1**. Existing average day and max day demands for the gravity system are 0.8 mgd and 2.0 mgd, respectively. Due to this portion of the system being supplied directly from DCWWTP effluent storage, the pressures in the system are lower than recommended in **Table 4-1**, however the largest customer connected to the gravity system, Morgan Creek Golf Club, utilizes storage and their own irrigation system, reducing the required service pressure. City staff report that the system currently operates well. **Figure 4-3** shows the hydraulic profile of the existing system based on peak hour demand.

Currently, the gravity system is independent from the West Zone, and there are no interconnections between the two. This means that if DCWWTP were to be taken offline for maintenance, customers on the gravity system would be without recycled water. A reliability project is proposed in **Section 5.2.3** to connect the gravity system to the West Zone, to ensure a consistent supply of recycled water in the event that DCWWTP is temporarily taken offline or if future supplies or pressures are inadequate under buildout conditions.

FIGURE 4-3: HYDRAULIC ANALYSIS OF EXISTING GRAVITY SYSTEM FROM DCWWTP



4.3 Buildout System Evaluation

The existing recycled water model was evaluated under buildout demand conditions, as described in Section 3.4. Demands for potential future customers were assigned to model nodes as indicated in Table 3-5. This section discusses build out demand scenario model results and improvements identified to ensure system operability under buildout conditions.

4.3.1 Buildout Model Results

Modeling results for buildout max day demands are shown in **Figure 4-4**. Buildout model demands were run with the updated demand patterns presented in **Section 3.2**. To conservatively determine storage requirement, supply estimates for 2045 were used for modeling purposes to complete the buildout max day model runs. This represents a period of time when anticipated max day demands are closest to projected supplies. The model was run with North Zone Pump Station offline to determine if the pump station would be required for buildout conditions.

Under buildout max day demands, existing infrastructure provides system pressures lower than criteria established in **Table 4-1**. These pressure deficiencies are resolved with improvements to West Roseville Pump Station pumping capacity and "pinch-point" improvements discussed below. Under modeled conditions, North Zone Pump Station could remain offline and system demands could be met at sufficient pressures. Note that this analysis assumes that water usage patterns can be adjusted as described in **Section 4.2.1.2**, and Placer One demands can be met off-peak; significant differences from this assumption may necessitate the recommissioning of North Zone Pump Station to meet peak demands.

As future demands are connected and the West Roseville Pump Station pumping capacity is increased (described in **Section 4.3.1.2**), the existing 24-inch pipeline directly downstream of the pump station to Westpark Drive is deficient under the velocity and headloss design criteria. A parallel 24-inch pipe could be installed to relieve this deficiency and increase service pressures and capacity throughout the system. It is recommended that this improvement be implemented in parallel to pumping capacity improvements at West Roseville Pump Station (See **Figure 5-2**).

The existing 8-inch pipe on Blue Oaks Boulevard between Woodcreek Oaks Boulevard and Diamond Creek Boulevard is deficient in the headloss design criteria. This deficiency could be improved by installing a new 12-inch pipe connecting to the 30-inch main on Woodcreek Oaks Boulevard and the 8-inch main on Prairie Woods Way via Painted Desert Drive. Alternatively, the existing main on Blue Oaks Boulevard could be upsized to a 16-inch main, however construction on Blue Oaks Drive may be expensive and difficult.

The above deficiencies are proposed "pinch-point" improvements, or improvements that increase the service capacity of the system. Both projects are discussed in further detail in **Section 5.2**.

As noted above, this evaluation is based on supply projections provided by the City and SPWA partner agencies. Depending on the trajectory of supply and demand growth, supply may be more constrained in earlier years. This would increase the use of storage, and may trigger the need to implement some of the mitigation measures identified in **Section 3.5.1**.

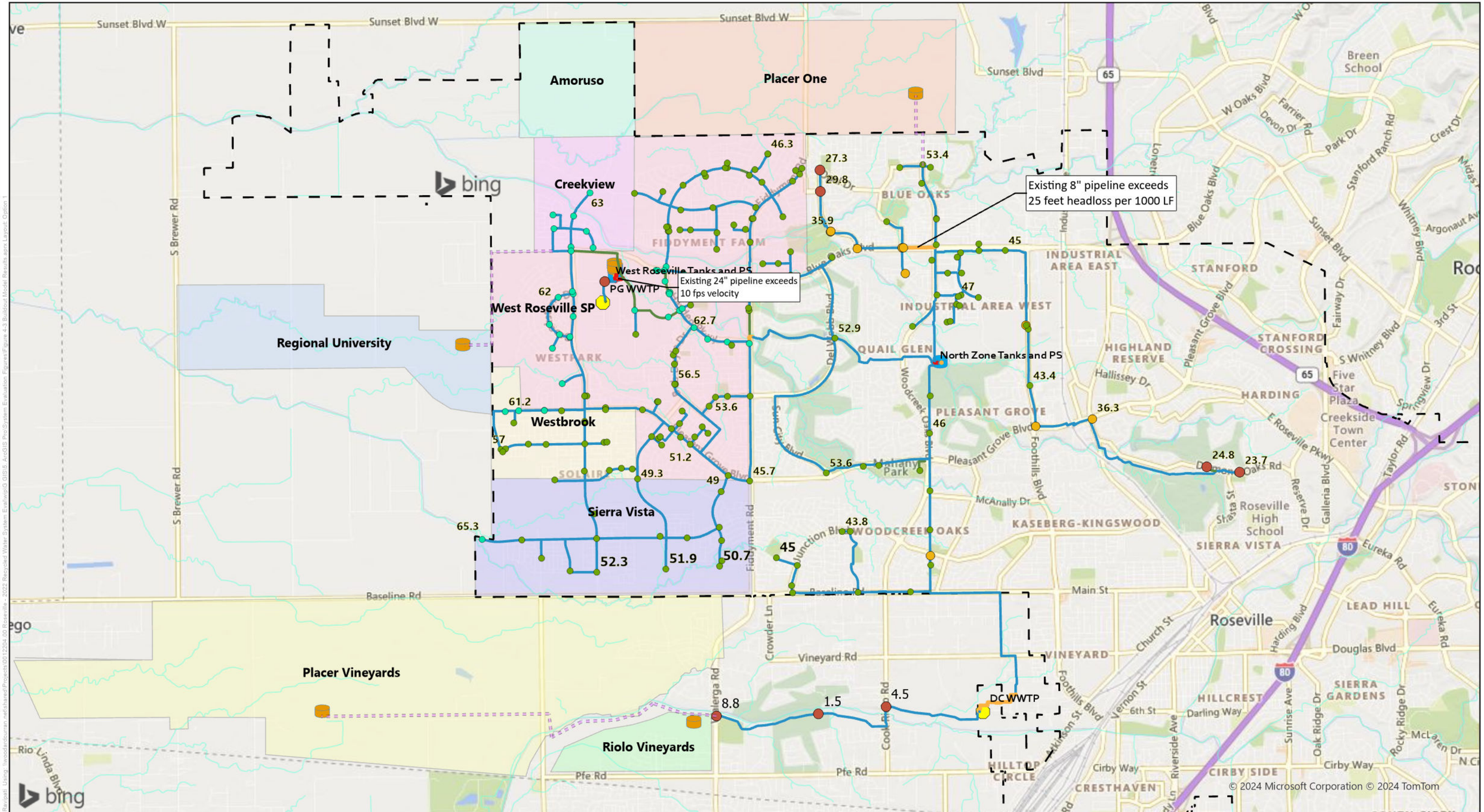


Figure 4-4
Buildout Model Results

Roseville Recycled Water Systems Evaluation

Legend

Max Velocity	Minimum Pressure		
< 4 fps	< 30 psi	> 80 psi	WWTP
4 - 6 fps	30 - 40 psi	City Limits	52 Minimum Junction Pressure (psi)
6 - 8 fps	40 - 60 psi	Future Recycled Water Pipeline	
> 8 fps	60 - 80 psi	Existing Storage and PS	
		Future Storage and PS	

0 0.2 0.4 0.8 Miles

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4.3.1.1 Potential Storage Requirements

Storage improvements will also be needed. **Table 4-1** presents criteria for determining storage requirements. Operational storage under buildout maximum day conditions is approximately 1.0 million gallons (MG) for the West Zone. **Table 4-4** presents the storage requirements based on this analysis. Section 5.2.2 provides a storage improvement project to enhance buffer storage to accommodate the additional 1.0 MG of required storage based on the analysis below.

TABLE 4-4: BUILDOUT MAX DAY STORAGE ANALYSIS

Pressure Zone [a]	Customers w/out Storage Buildout MDD (mgd)	Operational Storage Required [b] (MG)	Buffer Storage Required [c] (MG)	Total Storage Required [d] (MG)	Existing Storage (MG)	Potential Required Storage (MG)
West Zone (West Roseville Tanks	8.34	1.19	2.09	3.28	2.0	1.28

Footnotes:

e. The Gravity pressure zone is not included as there are few, if any, customer demands without dedicated storage in this zone.
f. Operational storage requirement is derived from model runs. It is based on assumptions built into the model including pump station controls, PRV settings, and demand patterns presented in this report.
g. Buffer storage required was assumed to be 25% of MDD for customers without dedicated storage for a one-day period.
h. Total required storage = Operational Storage + Buffer Storage.

4.3.1.2 Pump Station Flow Requirements at Buildout

Before total buildout demands are realized the West Roseville pump station would need to be improved to meet flow and pressure design criteria. Design points for each pump station under buildout max day demand conditions are summarized in **Table 4-5**. These design points represent the maximum peak hour flowrate and associated total dynamic head under max day conditions with the diurnal patterns applied to the demands. Potential operating points relative to the existing pump curves are shown in **Appendix B**. The table assumes that under peak demand conditions the PG WWTP pumps would deliver flow to the tanks at the West Roseville Pump Station, which would then deliver flow to a tank in Regional University during the off-peak period. Alternatively, the PG WWTP could deliver flow directly to a tank in Regional University, but this would require a parallel pump station and piping to provide acceptable head at peak flowrates.

Upgrade recommendations to achieve buildout flows at each pump station are described in more detail in **Section 5**.

TABLE 4-5: PROPOSED PUMP STATION DESIGN POINTS AT BUILDOUT

Pump Station	Existing MDD Design Point		Buildout MDD Design Point	
	Peak Flowrate (gpm)	Total Dynamic Head (ft)	Peak Flowrate (gpm)	Total Dynamic Head (ft)
PG WWTP PS	6,585	26	10,500	24
West Roseville PS	8,725	173	13,340	162
Dry Creek WWTP PS	5,200	138	6,150	140

4.3.2 Hydraulic Analysis of Placer Vineyards UGA Pipeline

The proposed Placer Vineyards development is located southeast of City boundaries and is proposed to be served through an extension of the existing gravity pipeline serving customers east of Dry Creek WWTP (see **Figure 4-5**). A previous study (**Appendix D**) evaluated the existing gravity pipeline that will be extended to serve Placer Vineyards. The study proposed locating the Placer Vineyards recycled water storage tank on the southwest corner of West Dyer Lane and 16th Street, which is in the center of the UGA. The alignment used in this study through Placer Vineyards was along West Dyer Lane. Since this study was performed, project demands for Placer Vineyards have changed and so a similar analysis was performed to determine if the existing 24" gravity pipe could remain a gravity pipe at the updated buildout demands.

The analysis was conducted for peak day demands, without consideration for peak hour demands. During peak days, the 24" pipe can remain gravity while re-filling the Placer Vineyards storage tank within 15 hours. The results of the analysis conclude that during a peak day, the 24" pipe can remain gravity flow if Placer Vineyards storage tank is placed at the proposed storage tank location (southwest corner of West Dyer Lane and 16th Street). The hydraulic grade line of this pipeline under gravity flow is shown in **Figure 4-6.** To fill the tank in under 15 hours under peak conditions, a new pump station would need to be constructed. Sizing the pump station would depend on the desired time to fill the Placer Vineyards recycled water storage tank. **Figure 4-6** shows an option to decrease the fill time of the tank to 12 hours by installing a 30 HP pump station. An alternative to a new pump station is to augment the recycled water supply with one or more irrigation wells pumping into the storage tank or to locate and partially bury the storage tank at a lower elevation near Dry Creek. These alternatives could increase the fill time of the tank while maintaining the existing 24" pipe as a gravity pipe.

FIGURE 4-5: PROPOSED PLACER VINEYARDS PIPELINE

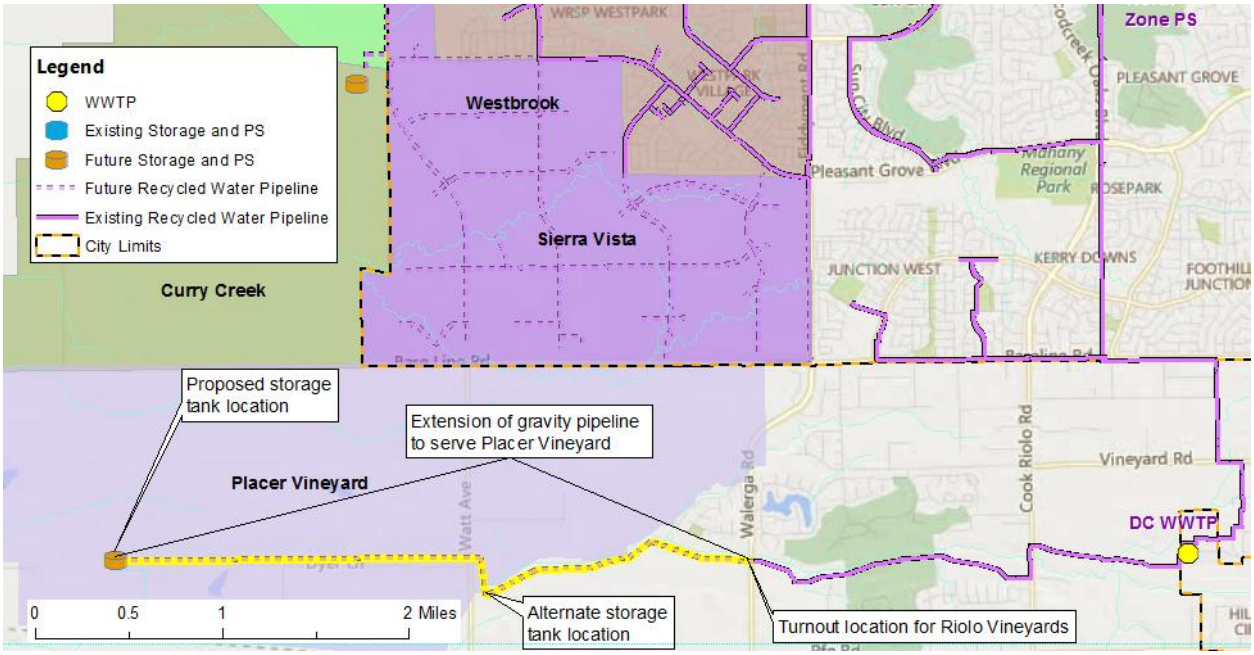
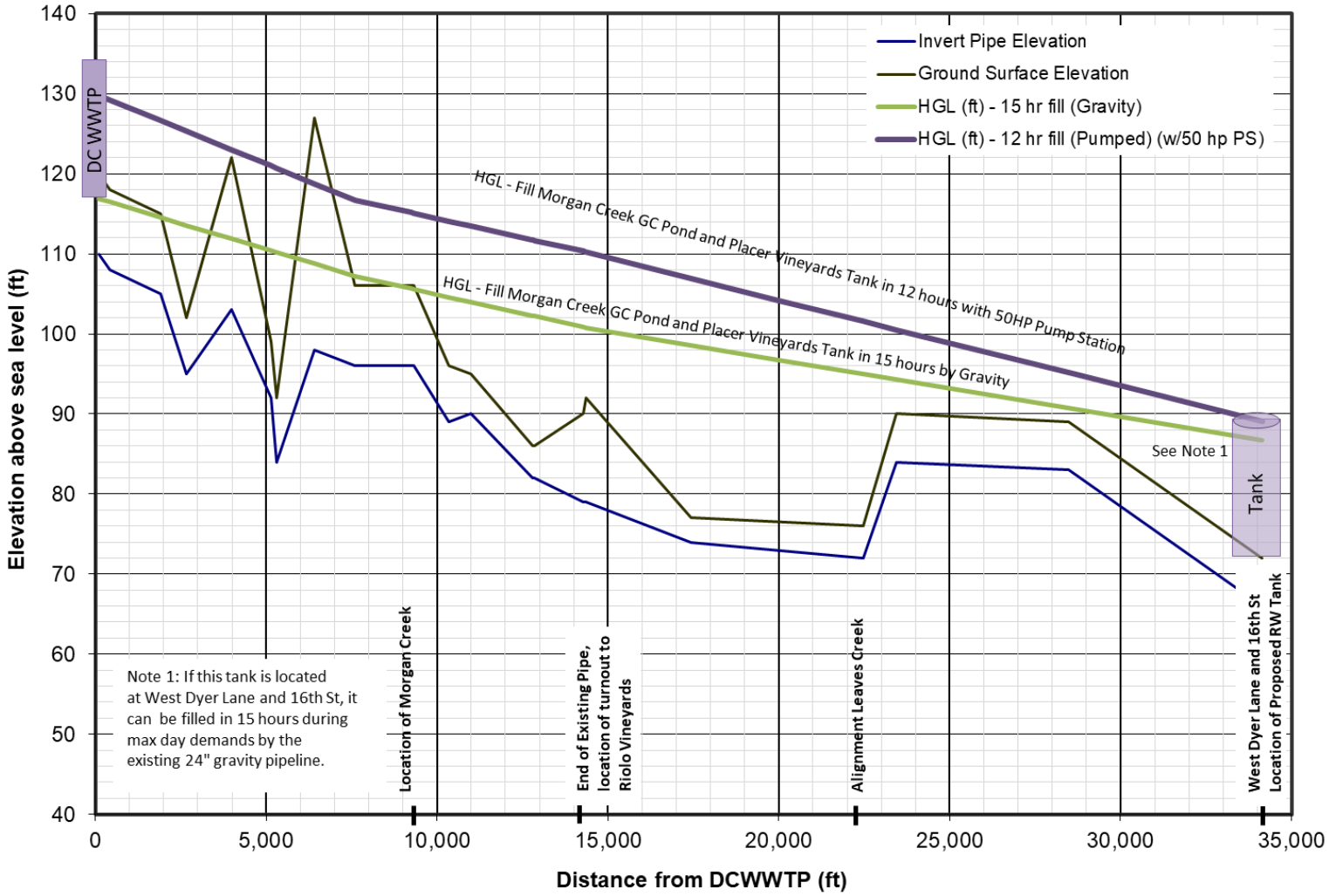


FIGURE 4-6: HYDRAULIC ANALYSIS OF 24" GRAVITY PIPELINE TO PLACER VINEYARDS



5. IMPLEMENTATION PLAN

5.1 Cost Estimating Assumptions

Construction cost estimates have been developed to provide planning level estimates of future facility costs. These cost estimates are planning or conceptual level estimates and are considered to have an estimated accuracy range of -30 to +50 percent. This level of accuracy corresponds to a "Class 4" cost estimate as defined by the American Association of Cost Estimators. These estimates are suitable for use for budget forecasting, CIP development, and project evaluations, with the understanding that refinements to the project details and costs would be necessary as projects proceed into the design and construction phases.

5.1.1.1 Capital Cost Criteria

A planning-level construction cost estimate for each distribution system component has been developed. Unit capital costs are based on engineering experience and recent bid prices for similar projects. Unit costs are indexed to the March 2025 Engineering News Record Construction Cost Index (CCI). The CCI value used (14,511) was an average of the 20 Cities Average value (13,783) and the San Francisco value (15,239).

Pipeline construction cost estimates utilize a raw construction cost based on the size of the pipe and the location of construction. Construction costs for proposed pipelines were based on recent bids received by Woodard & Curran for PVC pressure pipe projects in northern California. Average bid unit costs were plotted and a trendline developed to estimate unit cost of pipe per inch diameter. These align with Woodard & Curran's typical planning estimates for pipes. Contractor markups, taxes, overhead, profit, other miscellaneous costs and a contingency were added to the raw construction cost to generate a total cost of construction

Costs for increasing the capacity of pump stations were developed based on additional required horsepower and a calculated cost per unit horsepower developed from recent bid data. Required brake horsepower for pump stations was calculated based on the total dynamic head and peak flowrate modeled in the Buildout MDD scenario, with an assumed conservative pumping wire-to-water efficiency of 70 percent. Standard NEMA motor sizes were selected based on this configuration and at least 110% of the calculated brake horsepower. Total pump station horsepower was calculated from the number of duty plus standby pumps times the selected motor size. Each pump station was assumed to have one standby pump.

Existing maximum pump station capacity was calculated based on pump curves minus the standby pump capacity. Pump curves are provided as **Appendix B** of this report. Additional capacity required by each pump station was calculated as the difference between the required capacity at buildout and the existing capacity minus the standby pump. The additional pumping capacity required was divided among an appropriate number of pump upgrades using engineering judgement. Due to assumed site constraints, pumps were selected for replacement rather than additional pumps added to the pump stations.

Costs for backup power systems (sized to keep the entire pump station operational) and surge tanks were developed based on recently bid projects.

Raw construction costs for new storage tanks is estimated at $2.3 million per 1 MG of storage capacity. This cost includes all site work for the storage tank, but does not include land acquisition as it is assumed the

tanks will be located on land just north of the existing West Roseville Tanks and Roseville Energy Park on land already owned by the City.

5.1.1.2 Implementation Costs and Allowances

Implementation costs are defined as those non-construction costs associated with a project. These costs can include the following:

- Environmental, Legal, and Administrative (ELA) Allowance
  - Owner's administration costs
  - Owner's legal costs associated with contracting and related issues
  - Environmental documentation (CEQA and NEPA compliance)
- Engineering/Construction Management (CM) Allowance
  - Permitting
  - Engineering
  - Construction management and inspection
- Project Contingency
  - For unknown cost items, based on the level of engineering development of the project facilities.

Implementation allowances were applied as summarized in **Table 5-1**. Note that large new storage tanks can have significant engineering costs; engineering/CM allowance has been increased to 20% for these facilities to account for potential unknowns.

TABLE 5-1: IMPLEMENTATION ALLOWANCES

Element	Values for New Storage Tanks	Values for Other Facilities
1. Raw Construction Cost	Raw Cost	Raw Cost
Environmental, Legal, and Administrative (ELA) Allowance	10%	10%
Engineering/Construction Management (CM) Allowance	20%	10%
2. Raw Cost + Engineering + Implementation Allowances	1.3 x Raw Cost	1.2 x Raw Cost
Project Contingency (Uncertainty in project facilities)	30%	30%
3. Final (Fully Loaded) Cost	1.69 x Raw Cost	1.56 x Raw Cost

5.2 Project Descriptions

This section presents the project component descriptions, a summary of the deficiency each project will address, potential phasing options, and any implementation issues that have been identified.

5.2.1 Pump Station Improvements

5.2.1.1 West Roseville Pump Station

At buildout, peak flows at the West Roseville pump station will increase from about 8,725 gpm to 13,950 gpm. To achieve buildout flows, it was assumed pumps at West Roseville would be replaced with larger horsepower pumps. To avoid unnecessary operation and maintenance costs, installation of the replacement pumps should be phased to match the projected flow as service connections are added. Construction can be broken into two phases as described in **Table 5-2**. To maintain operation of 5 duty pumps and 1 standby, three of the existing 150 hp West Roseville Pumps (2 duty and 1 standby) should be replaced with higher capacity pumps (300 hp motor). Note, it is possible that replacement of these pumps with larger pumps is not possible and instead the pump station would have to be modified or new pump station constructed. This should be studied further to determine a more accurate cost estimate as recommended in **Section 5.4.1**. Additional funds for a pump station alternatives analysis are included in the cost summary presented in **Table 5-2.**

TABLE 5-2: WEST ROSEVILLE PUMP STATION PHASING

Development Phase	Incremental Flowrate for Phase[a] (gpm)	Project ID	Installed Pumps / Capacity	Estimated Raw Construction Cost[b]	Estimated Capital Cost[c]
Existing	8,500	--	--	--	--
2025-2030	4,473	PS-1[d]	Replace three pumps with 300 hp pumps (two duty, one standby)[d] ~13,950 gpm firm pump station capacity	3 new 300 hp pumps: 3 x $564,000 = $1,692,000 Pump Upgrade Alternatives Analysis: [d] $100,000	$3,145,000 [d]
2030-2035[e]	974	--	--	--	--
Total	***13,947***				***$3,145,000***

Footnotes:

a. Peak flowrate defined as the MDD multiplied by the diurnal pattern factor at the time of the modeled peak flowrate from WRPS.
b. Costs basis is March 2025 average of ENR 20 Cities and San Francisco CCI (14,511)
c. CIP Costs include implementation costs as summarized in Section 5.1.
d. Project assumes that pump may be replaced within the pump station. The presented value includes funds to perform a pump station alternatives analysis to determine whether an expansion of WRPS would be required. See Section 5.4.1.
e. When demands increase on the gravity system in this phase, supply from Dry Creek WWTP to the Main Zone will diminish. This drop in supply will need to be compensated through additional pumping capacity at West Roseville Pump Station.

5.2.1.2 PG WWTP Recycled Water Pumps

Peak day flows from PG WWTP PS to the West Roseville PS would increase from about 6,600 gpm under existing demands to about 11,700 gpm at buildout. Currently, there are three pumps at the station with room for one more. However, the pumps are sized for higher head than necessary to deliver supply to West Roseville PS tanks and have sufficient capacity needed for buildout flows. Another potential project, not thoroughly discussed in this report, would be to install additional pumps to increase the frequency that the West Zone is served directly from the PG WWTP pump station, allowing operators to take West Roseville pump station offline and thereby conserving energy.

5.2.2 Storage Improvements

5.2.2.1 DC WWTP Recycled Water Storage Project

The DC WWTP pump station is currently served directly from treated effluent from the plant. There is currently no effective storage located at DC WWTP. This project proposes modifying the existing Chlorine Contact Basins (CCB) at the DCWWTP for use as RW storage basins. Adding storage at DC WWTP would address the anticipated storage deficiency under buildout demands as presented in **Table 4-4**. This also provides a level of operational resilience in the event the DC WWTP needs to be taken offline, there would be some available supply for the recycled water system to utilize from DC WWTP.

A conceptual diagram of the project is shown in **Figure 5-1** below. The proposed project costs shown in **Table 5-3** include costs for piping, slide gate, valves, concrete, demolition, and other modifications to provide an additional 1.1 MG of RW storage capacity. Basins 1 and 2 would operate as a single plug-flow RW storage basin. Basin 3, Pass 1 is maintained empty as an airgap between the UV Effluent Channel (CCB, Pass 2) and proposed RW storage basins. A concrete repair allowance for the CCBs has been included; however, it is recommended that the City further evaluate basin conditions during the design stage to refine this cost.

Note that the currently unused CCB at the PGWWTP could also provide greater than 2 MG of additional RW storage. However, this basin is currently uncovered and is expected to require significant additional improvements for RW storage usage so has not been recommended as a potential capital improvement project at this time.

TABLE 5-3: DC WWTP RECYCLED WATER STORAGE PHASING

Phase	Project ID	Project	Estimated Raw Construction Cost[a]	Estimated Capital Cost[b]
Existing		--	--	--
2025-2030	S-1	Rehabilitate DC WWTP CCB to utilize as 1.1 MG of RW storage	$925,000	$1,443,000
	Total		**$925,000**	**$1,443,000**

Footnotes:

a. Costs basis is March 2025 average of ENR 20 Cities and San Francisco CCI (14,511)
b. CIP Costs include implementation costs as summarized in Section 5.1

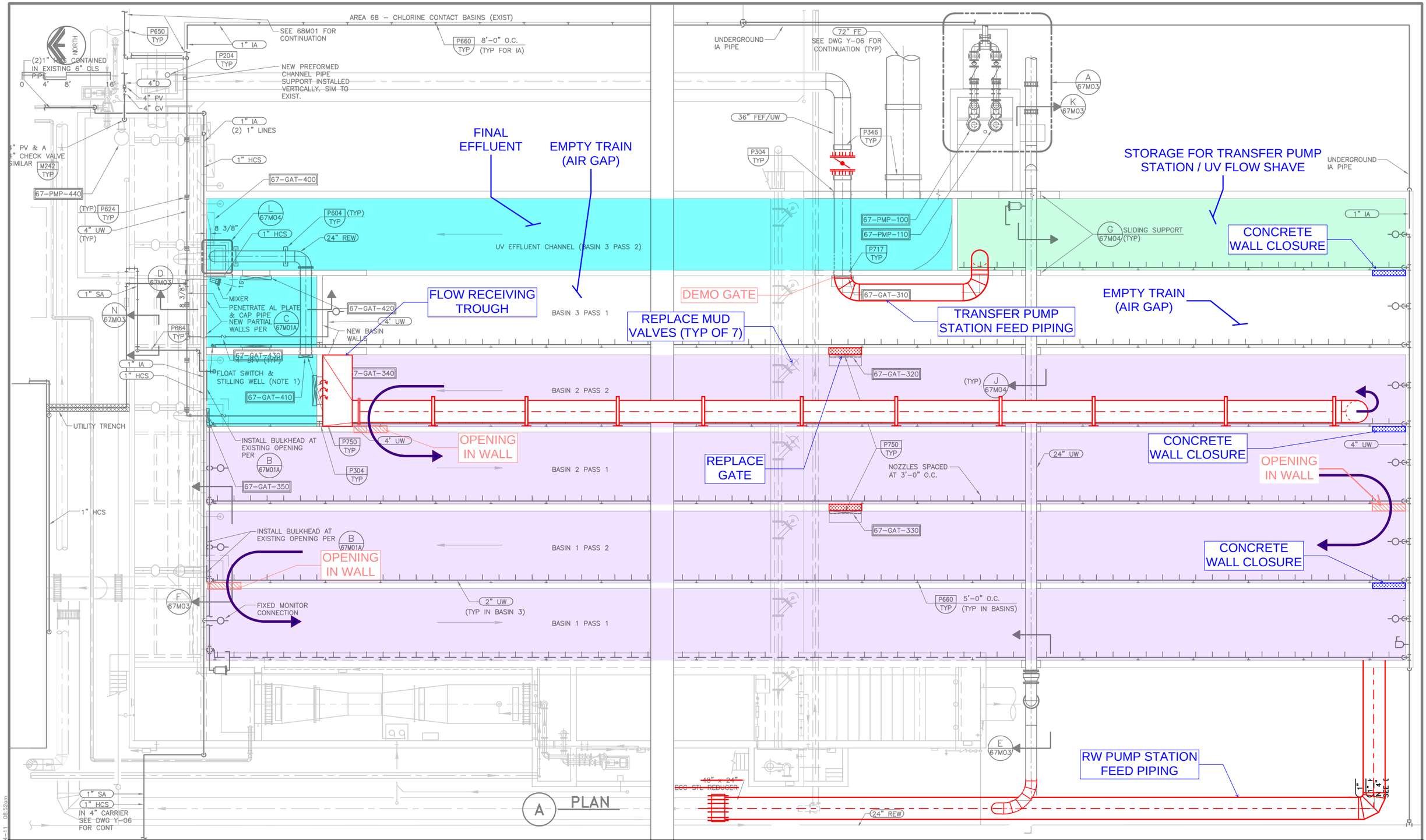


FIGURE 5-1
DCWWTP RECLAIMED WATER STORAGE IMPROVEMENTS CONCEPT FIGURE
RECLAIMED WATER SYSTEM EVALUATION
SCALE: 1/16" = 1'-0"

15'-0" 15'-0"

5.2.2.2 Potential Additional Storage Improvements

Based on the criteria and analysis presented in **Table 4-4**, an additional 0.18 MG of storage will be needed, in addition to the recycled water storage provided by conversion of the Dry Creek CCBs, to provide the City with the operational and buffer storage for max day conditions. Three alternatives could be pursued to address this, however the City should monitor recycled water supplies and demands as new customers are connected to the system. Changes to supply or demand may change the need for or quantity of additional recycled water storage.

- Connect North Zone Tank and Pump Station
    - Connecting North Zone Pump Station and Tank to the system would provide additional storage, however, demands in North Zone are lower than demands in the West Zone and South Zone, so adding storage here does not provide much hydraulic benefit and would increase O&M costs. Estimated costs to rehabilitate North Zone Tank and Pump Station are presented in **Table 5-4** for informational purposes**.**
- Rehabilitate PG CCBs
    - Similar to the Dry Creek CCBs, Pleasant Grove WWTP has CCBs that could be rehabilitated and converted to recycled water storage. It is estimated that conversion of the PG CCBs would result in an additional 2 MG of storage. Hydraulically, storage at this location would be beneficial for system performance, however, costs to rehabilitate the PG CCBs will likely be more expensive than recommissioning North Zone Tank, the PG CCBs are currently uncovered. Costs for this alternative were not developed for this study but should be in subsequent studies if additional storage is required.
- Additional Tank at WRPS
    - The City has previously considered adding a recycled water storage tank at WRPS. Storage at this location would benefit system performance and operation as demands increase as WRPS provides a majority of the West Zone with recycled water. However, costs for an additional tank may be significant. The minimum size of this tank would be 0.2 MG to meet storage requirements, however, the City could consider upsizing this to 1.0 MG so potential future customers not considered as part of this report could be serviced. The cost for a 1.0 MG storage tank is presented in **Table 5-4**.
- Operate system with less buffer storage
    - Another alternative is to operate the system with less buffer storage than 25% of max day demand for customers without storage. With the DC CCBs converted to recycled water storage, total buffer storage will be approximately 23% of the abovementioned max day demands. While it does not meet the criteria previously presented, the City may find this buffer storage is sufficient for their needs. No project is required for this alternative.

TABLE 5-4: ESTIMATED COSTS FOR ADDITIONAL STORAGE IMPROVEMENTS OPTIONS

Alternative	Estimated Raw Construction Cost[a]	Estimated Capital Cost[b]
Rehabilitate NZ Tanks and Pump Station	$610,000	$950,000
Additional 1.0 MG Storage Tank at WRPS	$3,335,00	$5,203,000

Footnotes:

a. Costs basis is March 2025 average of ENR 20 Cities and San Francisco CCI (14,511)
b. CIP Costs include implementation costs as summarized in Section 5.1.

5.2.3 Pipeline Improvements

Pipeline improvement projects include projects to alleviate the deficiencies identified in **Section 4.2** and **Section 4.3**, as well as projects to improve the reliability of the system through improved interties between pressure zones. Detailed cost estimates can be found in **Appendix C**. The proposed improvements are shown in **Figure 5-2** and their estimated costs are summarized in **Table 5-5**.

5.2.3.1 B-1

Project B-1 would increase the size of the bypass pipeline from the Pleasant Grove WWTP pumps to the West Zone system from 10-inches to 24-inches. This would improve the City's ability to take the West Roseville Pump Station offline, either to perform maintenance or for efficiency purposes.

5.2.3.2 I-1

Project I-1 would add a 6-inch intertie pipeline between the West Zone and the North Zone at Angus Road and Casa Sedona Drive. This provides two benefits:

- Improves reliability by improving the system's ability to backfeed from the North Zone into the West Zone during low demand periods.
- Potentially improves efficiency by improving the City's ability to serve the North Zone directly from either the West Roseville Pump Station or the pumps at the PG WWTP during low demand periods.

5.2.3.3 I-2

Project I-2 would add a 6-inch intertie pipeline between the West Zone and the South Zone at Blue Oaks Boulevard. The intertie provides two benefits:

- Improves reliability by allowing the system to bypass either the West Zone or the North Zone during low demand periods.
- Potentially improves efficiency by improving the City's ability to bypass either the West Roseville Pump Station or DC WWTP pumps during low demand periods.

5.2.3.4 I-3

Project I-3 would add an 8-inch intertie pipeline between the West Zone and the South Zone at Baseline Road and Fiddyment Road. This project would also increase the reliability of the system by improving the system's ability to bypass either the West Roseville PS or the pumps at the DC WWTP. This project provides hydraulic improvements to the system under buildout conditions and would reduce operational storage by an estimated 0.1 MG.

5.2.3.5 I-4

Project I-4 would add a 10-inch intertie pipeline from the end of Project I-3 further south to interconnect the Main Zone with the Gravity System at Walerga Rd and Dry Creek Community Park. This project would increase the reliability of the gravity system by allowing the system to be supplied from the Main Zone if the gravity system supply was limited or taken offline. This intertie will likely not be able to convey max day, peak hour demand conditions to all customers, but under average day conditions it would provide customers with a reasonable level of service pressure for their anticipated demands. However, system performance may vary depending on the season and time of day that the intertie is operated. Under normal operating conditions, this line would be valved out of service.

5.2.3.6 PP-1

Project PP-1 would install a parallel 24-inch pipeline between the West Roseville Pump Station (WRPS) and West Park Drive via Phillip Road (approx. 485 LF pipeline). This pipeline would only be needed when velocities in the existing 24-inch pipe exceed design criteria once West Roseville Pump Station improvements are implemented. Installing the parallel pipeline would improve redundancy for a critical component, as well as allowing greater flexibility for providing system supply during low demand periods directly from the PG WWTP pumps.

5.2.3.7 PP-2

Project PP-2 proposes adding a looped pipe in the North Zone pressure zone to relieve a headloss deficiency identified under buildout max day demand conditions. Project PP-2 includes the installation of 1,600 linear feet of a new 12" main from the existing main on Woodcreek Oaks Boulevard, connecting to the existing 8" main on Prairie Woods Way via Painted Desert Drive. This project should be completed before connecting additional customers west of Woodcreek Oaks Boulevard.

5.2.3.8 PP-3

Project PP-3 would upsize the existing pipeline from DC WWTP Pumps to the South Zone from a 20-inch to a 30-inch pipe. This project relieves a bottleneck from DC WWTP that contributes to pressure drop in the system. The additional capacity in the system provides necessary pressure improvements under buildout conditions and would allow for greater utilization of the DC CCB recycled water storage.

5.3 Phasing Summary

Many of the projects identified in Section 4.2 can be phased in as recycled water demand increases. **Table 5-6** below summarizes the potential phases.

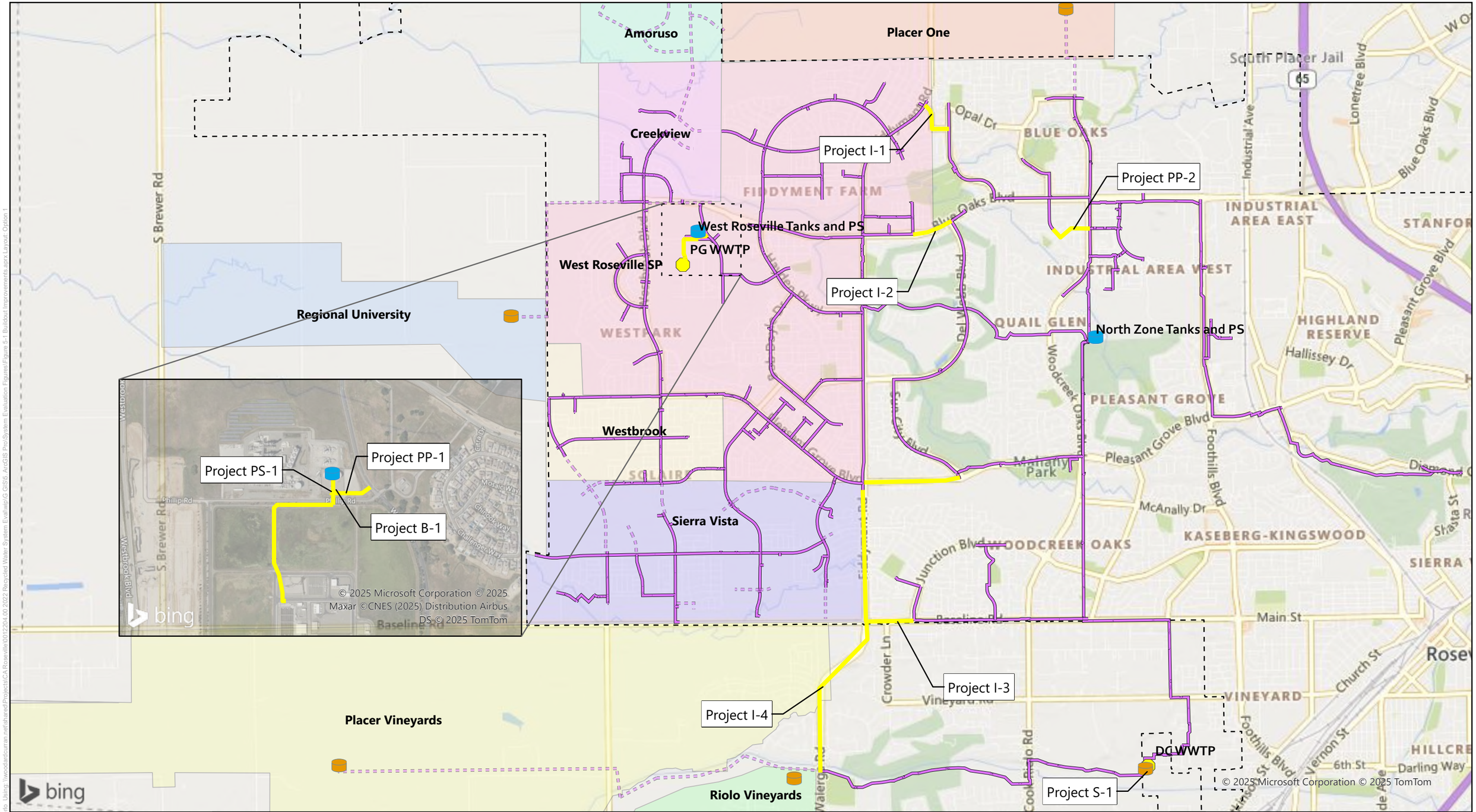


Figure 5-2 Buildout Improvements

Roseville Recycled Water Systems Evaluation

Legend

- WWTP
- Existing Recycled Water Main
- Future Recycled Water Pipeline
- City Limits

FutureStructures

Status

- Existing Storage and PS
- Future Storage and PS
- ProjectPipes

0 0.15 0.3 0.6 Miles

N

CITY OF ROSEVILLE CALIFORNIA

Woodard & Curran

Project #: 0012204.00
Map Created: July 2024

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions.
Any reliance upon the map or data contained herein shall be at the users' sole risk.

Figure Exported: 5/29/2025 By: dmerlo Using: \\woodardcurran.net\shared\Projects\CA Roseville\0012204.00 2022 Recycled Water System Eval\wip\G GIS\5 GIS\wipG GIS\5 ArcGIS Pro\System Evaluation Figures\Figure 5-1 Buildout Improvements aprx Layout: Option 1

TABLE 5-5: PIPELINE AND SUPPLY PROJECTS SUMMARY

Project Number	Project Description	Location	Size	Quantity	Estimated Raw Construction Cost	Estimated Capital Cost[a, b]
Reliability Projects						
B-1	Upsize bypass at West Roseville PS/Pleasant Grove WWTP from 10" to 24"	West Roseville PS	24-in	50-LF	$66,000	$115,000
I-1	Install an intertie between the West Zone and North Zone	Angus Rd and Casa Sedona Dr	6-in	1640-LF	$431,000	$672,000
I-2	Install an intertie between the West Zone and South Zone	Blue Oaks Blvd	6-in	1520-LF	$400,000	$622,000
I-3	Install an intertie between the West Zone and South Zone	Baseline Rd and Fiddyment Rd	8-in	6,700-LF	$1,985,000	$3,097,000
I-4	Install an intertie between West / South Zone and Gravity Zone	Baseline Rd and Walerga Rd	10-in	6,300-LF	$1,885,000	$2,941,000
Reliability Projects Subtotal					**$4,767,000**	**$7,447,000**
Pinch Point Projects						
PP-1	Install 485 LF of parallel 24” pipeline between West Roseville Pump Station and West Park Drive.	Between the WRPS and West Park Drive	24-in	485-LF	$289,000	$451,000
PP-2	Install 1,600 LF of 12” pipeline along Painted Desert Drive and Prairie Woods Way.	Painted Desert Drive and Prairie Woods Way	12-in	1,600-LF	$628,000	$980,000
PP-3	Install 2,530 ilnear feet of 30” pipe from DC WWTP recycled water pumps	DC WWTP Recycled Water Pumps	30-in	2,530-LF	$1,400,000	$2,184,000
Pinch Point Projects Subtotal					**$2,317,000**	**$3,615,000**
Total					**$7,084,000**	**$11,062,000**

Footnotes:

c. Includes implementation costs as described in Section 5.1.

d. Costs in March 2025 dollars

TABLE 5-6: PHASING SUMMARY

Development Phase	Incremental MDD (mgd)	Project Required	Estimated Capital Cost
Existing	8.34	--	--
2025-2030	5.4	PP-2	$980,000
		PS-1	$3,145,000
		S-1	$1,443,000
		PP-1	$451,000
2030-2035	4.18	PP-3	$2,184,000
Total	***17.92***		***$8,203,000***

5.4 Additional Recommendations

5.4.1 West Roseville Pump Station Facility Planning

The proposed phasing plan and cost estimate identified in this report for the West Roseville Pump Station was prepared at a feasibility study level and are not suitable for more detailed planning. As noted, it may be feasible to replace existing pumps with larger pumps without other significant improvements to the station. If more substantial improvements are required, additional facility planning is recommended to investigate the potential site in more detail, particularly as more information is available on potential future demands. The facility plan would provide a better estimate of the future costs of the pump station, and give more certainty about the future layout and facilities that will need to be constructed as the developers are connected.

The facility plan should investigate the following items that may significantly impact the pump station design:

- Need for new electrical service and other electrical upgrades, which could be a significant cost item
- A plan for integration of the new pump station with the City's SCADA and control system.
- Consideration of potential surge control measures and needs.
- More detailed examination of potential phasing approaches and integration with system operations.

5.4.2 System Operation Plan

This System's Evaluation anticipates that as recycled water demands grow, operation of the facilities will become more challenging. The City should develop a System Operation Plan to provide an operational approach for challenging conditions. This System Operation Plan can address issues such as:

- Inadequate supply at either Pleasant Grove or Dry Creek WWTPs.
- Storage levels drop below acceptable levels.
- Allowable usage patterns for specific customers, including times for filling tanks.

These conditions may require coordination with customers, and the System Operation Plan can provide a pathway to communicate any customer requirements.

5.4.3 Coordination with UGA System Operations

Several of the UGAs (Regional University, Placer One, and Placer Vineyards), are anticipated to have storage tanks that the City's system will discharge into. The City should work with the UGA operators to maintain control of storage tank fill rates and times, and ensure that recycled water supply agreements with the UGAs provide for City to have the control needed to implement the System Operation Plan.

5.4.4 Future Updates

As previously noted, the operation of the system depends heavily on the balance of projected supplies and demands, and the daily patterns associated with each. A number of assumptions have been made about future uses, including adjustments to demand patterns associated with customers who have on-site storage, as well as demands associated with urban growth areas. As development plans are updated, or as new developments in West Roseville or other UGAs are constructed, these demand estimates may become outdated. New customers may also be identified with potentially significant demands, and the consumption patterns may differ from the assumptions described in this report.

It is therefore recommended this Systems Evaluation be updated every five to ten years or as significant changes in potential demands are identified to ensure that the Systems Evaluation remains current. This will also provide an opportunity to review observed peaking factors and diurnal patterns, and update the model to enable the model to continue answering operational questions.

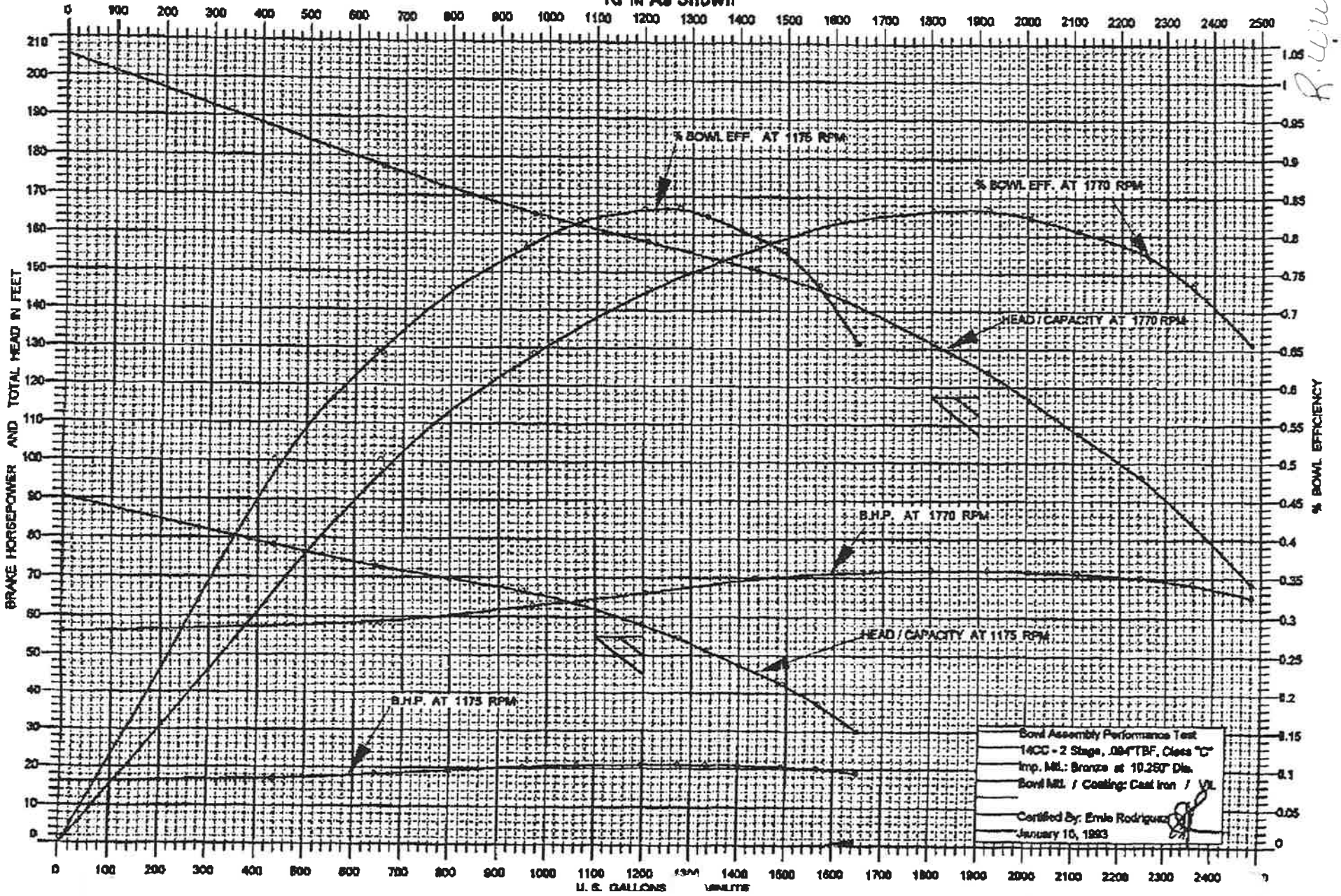
APPENDIX A: NEAR-TERM POTENTIAL DEMAND CUSTOMERS

ID	Customer Name	Customer Type	On-Site Storage (Yes/No)	Annual Average Demand (AFY)	Average Day Demand (MGD)	Peak Day Demand (gpm)	Modeled Demand Node(s)
1	Mahaney Park	Park	No	4	0.003	6	J-115
2	Silverado Middle School	School	No	47	0.042	73	J-70
3	Robert Cooley School	School	No	38	0.034	59	J-476
4	Blue Oaks Median	Streetscape	No	-41	-0.037	0	J-457
5	Diamond Oaks Park	Park	No	20	0.018	31	J-129
6	Woodcreek Oaks School	School	No	58	0.052	90	J-117
7	Blue Oaks Streetscape	Streetscape	No	6	0.005	9	J-457
8	Catholic Church	Church	No	16	0.014	25	J-719
9	Sadona Streetscape	Streetscape	No	16	0.014	25	J-714
10	Safeway Store	Commercial	No	11	0.010	17	J-701
11	Aquatic Center	Commercial	No	16	0.014	25	J-117
12	Blue Oaks Elementary School	School	No	14	0.012	22	J-238
13	Bank of America Building	Commercial	No	15	0.013	23	J-497
14	Pleasant Grove Condos	Condo	No	8	0.007	12	J-98
15	Pleasanton Grove Church	Church	No	7	0.006	11	J-98
16	Quail Glenn School/Bob Doyle	School/Park	No	19	0.017	29	J-724
17	Coyote School	School	No	17	0.015	26	J-720
18	Mistywood Park	Park	No	8	0.007	12	J-123
19	Fiddyment and Baseline Streetscape	Streetscape	No	13	0.012	20	J-718
20	Paul Lundardi	Commercial	No	6	0.005	9	J-70
21	Duke Davis Park	Park	No	17	0.015	26	J-652
22	Park Regency	Park	No	11	0.010	17	J-721
23	North Central Zone G	Industrial	No	6	0.005	9	J-275
24	Blue Oaks Park	Park	No	10	0.009	15	J-726
25	WAPA Easement	Streetscape	No	112	0.100	174	J-118
26	Homestead Elementary School	School	No	18	0.016	28	J-411
27	Hewlett Packard/Campus Oaks	Commercial	No	179	0.160	278	J-261

ID	Customer Name	Customer Type	On-Site Storage (Yes/No)	Annual Average Demand (AFY)	Average Day Demand (MGD)	Peak Day Demand (gpm)	Modeled Demand Node(s)
28	James Hill Park	Park	No	18	0.016	28	J-64
29	Placer One + Sunset Industrial Area	UGA	Yes	373	0.333	1451	J-650
30	Regional University	UGA	Yes	650	0.580	1031	J-772
31	Sierra Vista/Westbrook	UGA	No	502	0.448	802	J-173
32	Placer Vineyards	UGA	Yes	1580	1.411	2505	J-55
32	Riolo Vineyards	UGA	Yes	403	0.360	639	J-55
33	Amoruso Ranch	UGA	No	245	0.219	388	J-971
34	Creekview	UGA	No	73	0.065	116	J-971
35	West Roseville SP	UGA	No	-265	-0.236	30	J-606, J-667, J-661, J-760, J-870, J-756, J-754, J-891, J-589, J-873, J-661, J-410

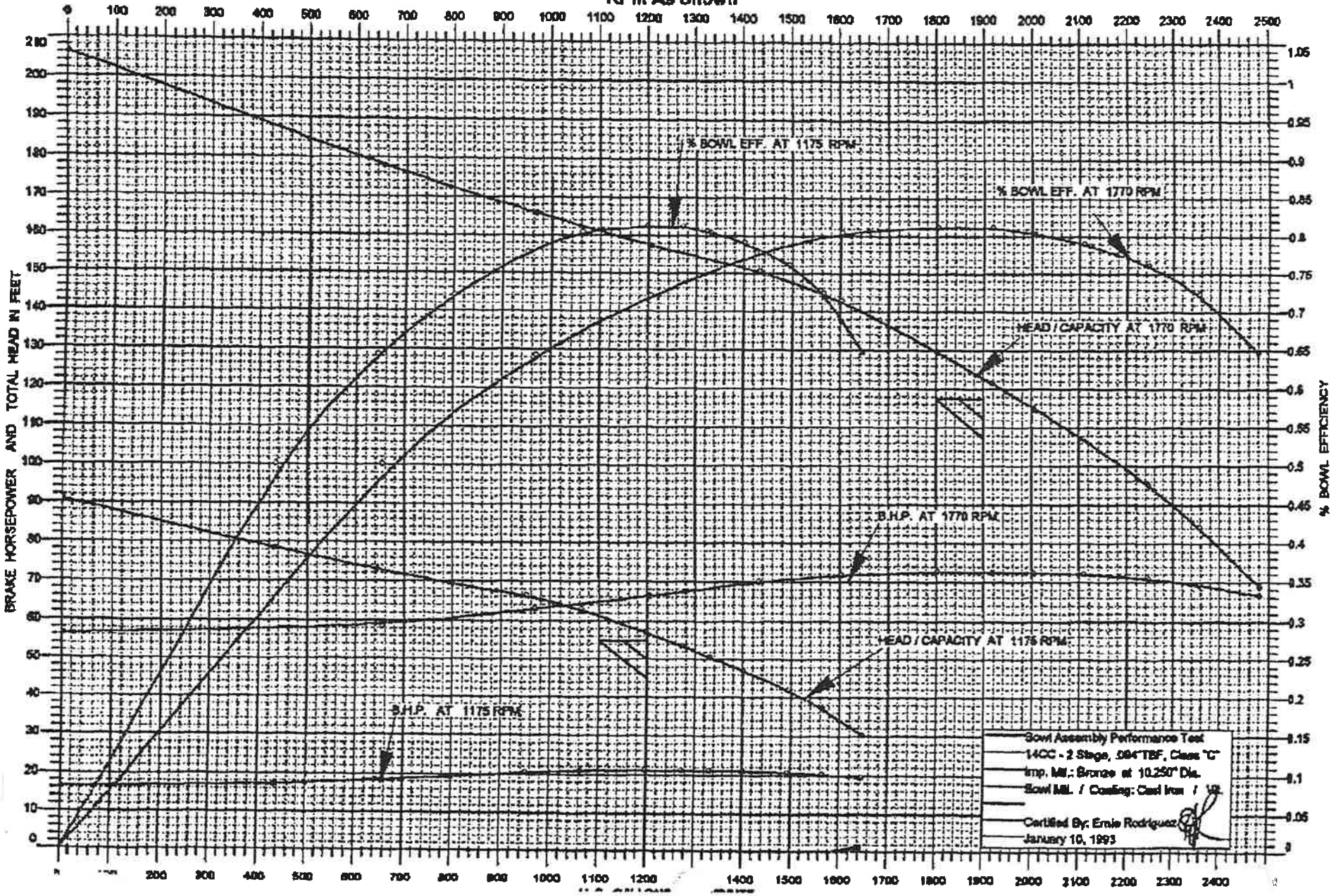
APPENDIX B: EXISTING PUMP CURVES

Johnston Pump Company
Brookshire, Texas
Customer: Mc Lemore Pump, Inc.
Job #: TC - 2123 TC #:06817
Tag Equipment #: 66-P-01-REW Reclaimed Water
RPM As Shown



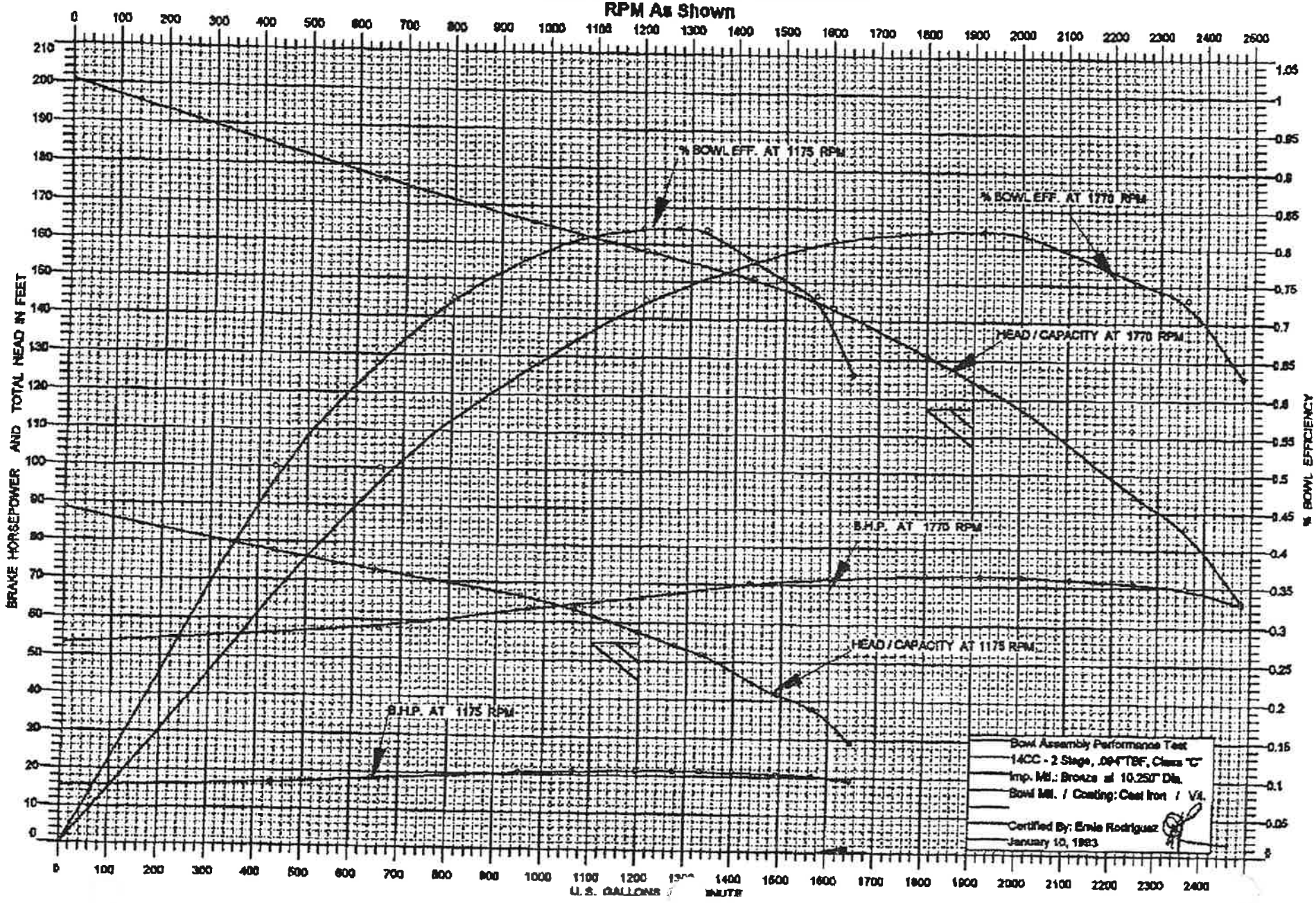
002 JOHNSTON PUMP 01/11/93 15:13

Johnston Pump Company
Brookshire, Texas
Customer: Mc Lemore Pump, Inc.
Job #: TC - 2124 TC #:06818
Tag Equipment #: 66-P-02-REW Reclaimed Water
RPM As Shown



004
JOHNSTON PUMP
15:16
01/11/93

Johnston Pump Company
Brookshire, Texas
Customer: Mc Lemore Pump, Inc.
Job #: TC - 2125 TC #:06819
Tag Equipment #: 66-P-03-REW Reclaimed Water
RPM As Shown

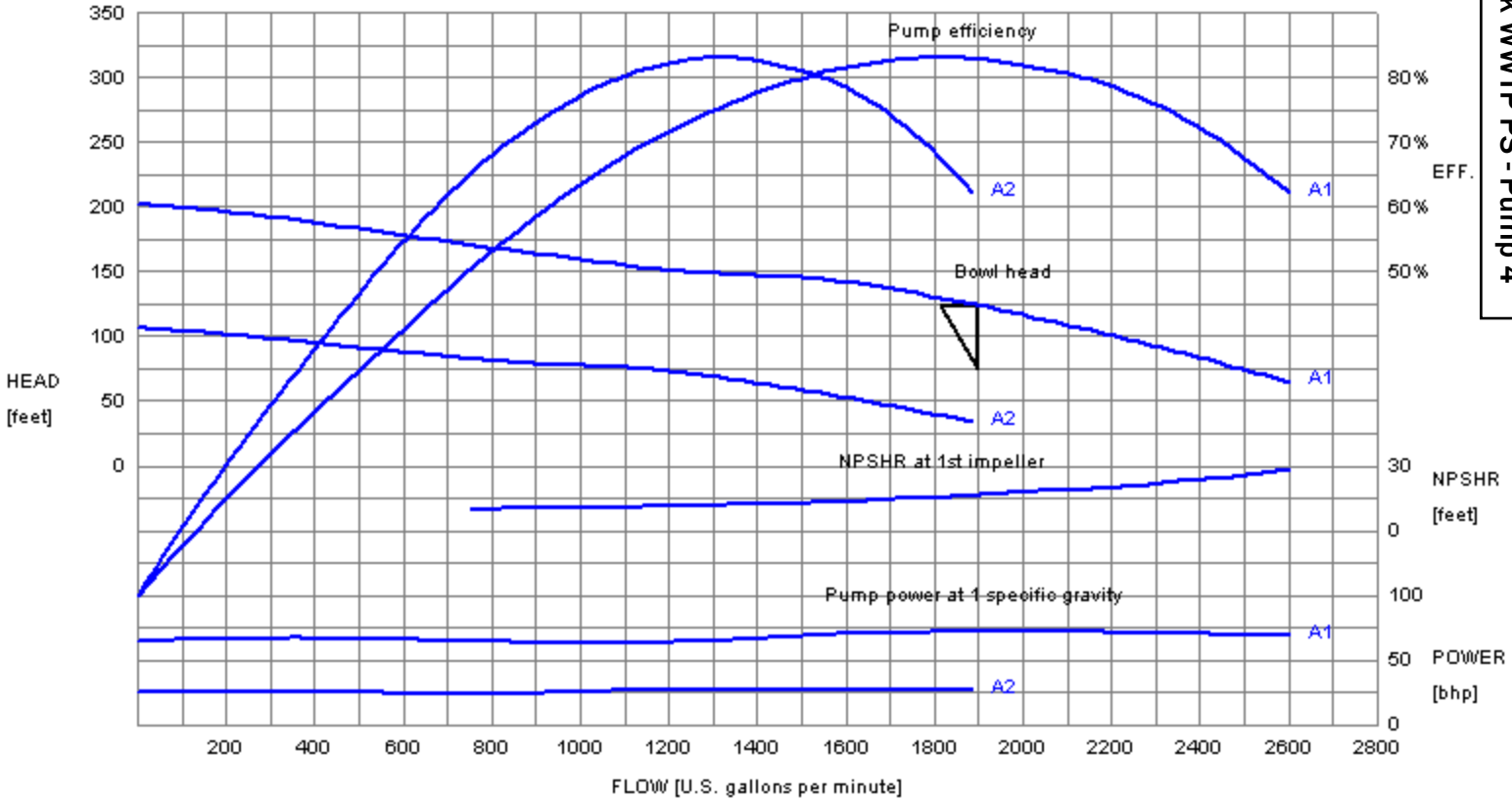


The head and power may be different than shown in accordance with Hydraulic Institute standards.

Trim Diameter: 8.242
Pump Downthrust at design: 2249 lbs
Pump Downthrust at shutoff: 3342 lbs
A1 = 1780 RPM
A2 = 1290 RPM

City of Roseville
Placer County, Ca.
(1) 75 HP Recycled Water Pump
Item 66-P-004-RW

Dry Creek WWTP PS - Pump 4



Manito Construction
1048 Serpentine Lane, Suite 306
Pleasanton, Ca 94566

FLOWAY PUMPS
FRESNO, CALIFORNIA
A WEIR COMPANY

Copyright © 2002 Floway Pumps All Rights Reserved

TYPE:	14DKH
NO. OF STAGES:	2
R.P.M.:	1770
PUMP SERIAL NO.:	48547-1/1

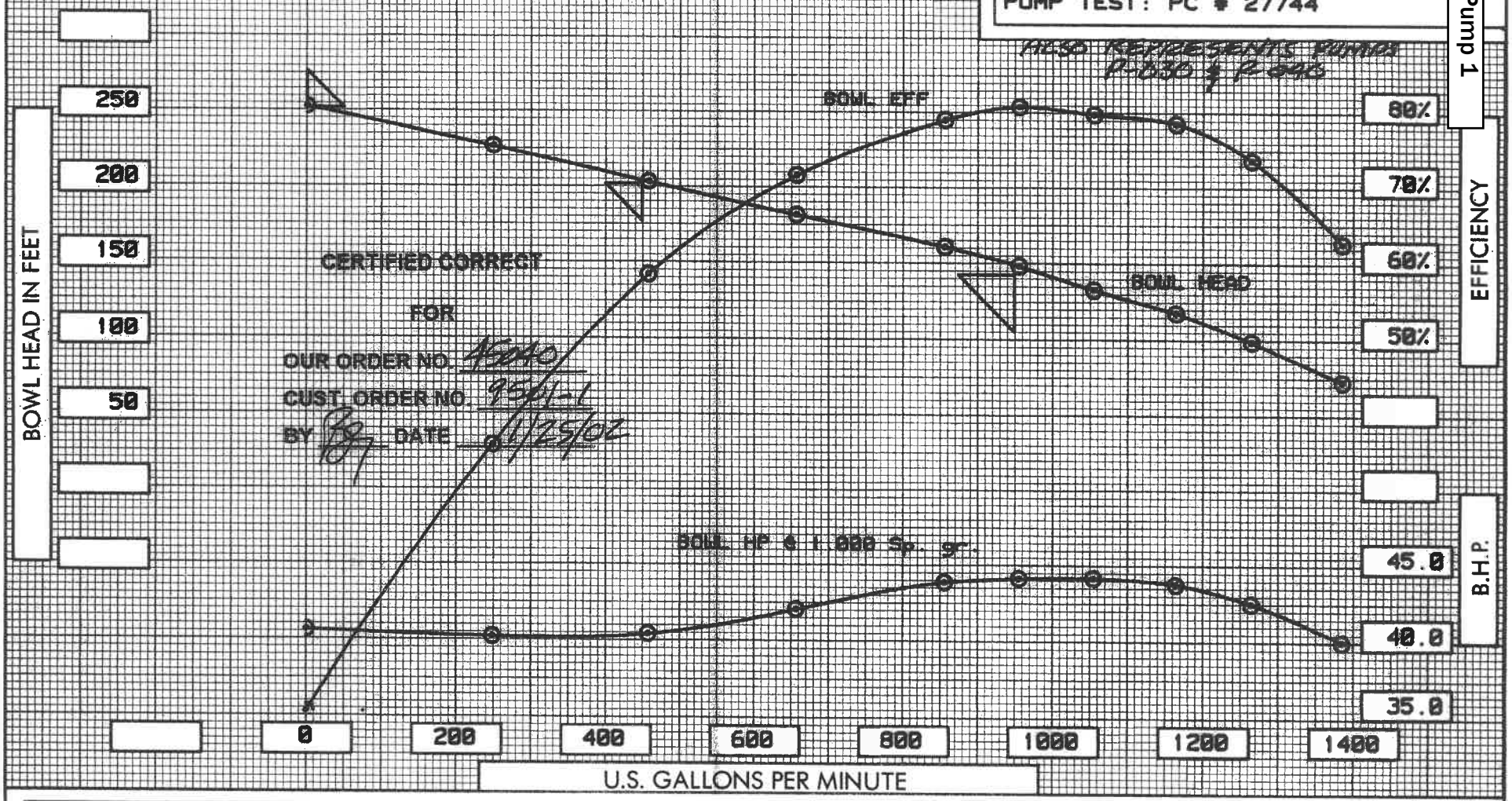
DWG. NO. 4854701PC

DWN. BY: TLL

North Zone PS - Pump 1

CITY OF ROSEVILLE. CA
ROSEVILLE RECYCLED WATER PROJE
RECYCLED WATER PUMP
P-020
PUMP TEST: PC # 27744

TEST ACROSS-THE-LINE, CESS VFD FOR PERFORMANCE EVALUATION



CERTIFIED CORRECT
FOR
OUR ORDER NO. 45040
CUST. ORDER NO. 9561-1
BY BMT DATE 01/25/02

SYBLON-REID CO. INC.
SRC CONTRACTORS
1130 SIBLEY ST. BOX 100
FOLSOM CA 95630-0100

DWG. NO. 45040-3-1-T1

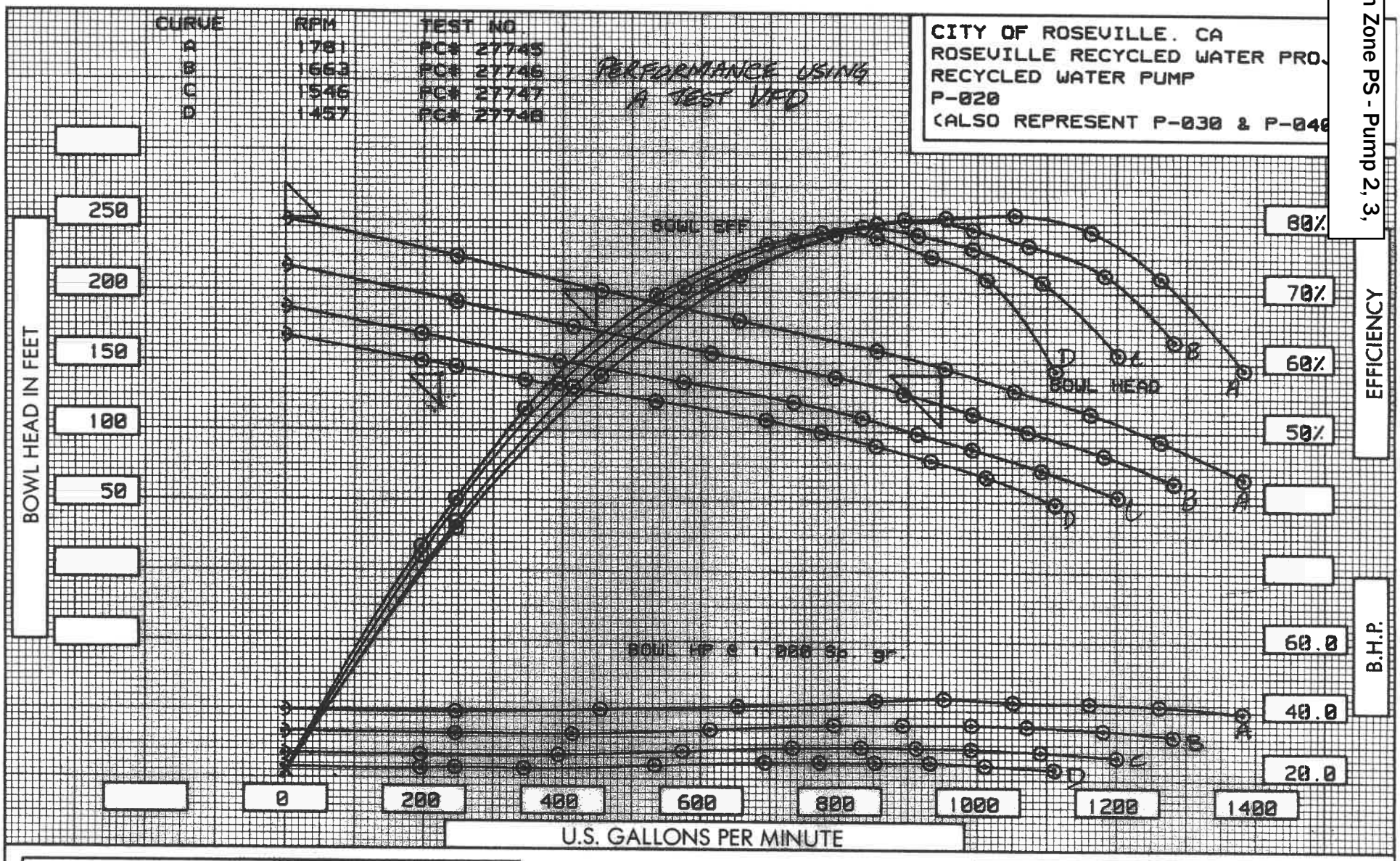
FLOWAY PUMPS
FRESNO, CALIFORNIA
A WEIR COMPANY

TYPE 12 DKL
NO. OF STAGES 3
R.P.M. 1780
PUMP SERIAL NO. 45040-3-1

DWN. BY BMT DATE 01-09-2002

PF-614

North Zone PS - Pump 2, 3, & 4



SYBLON-REID CO. INC.
SRC CONTRACTORS
1130 SIBLEY ST. BOX 100
FOLSOM CA 95630-0100

DWG. NO. 45040-3-1-T1 MULT

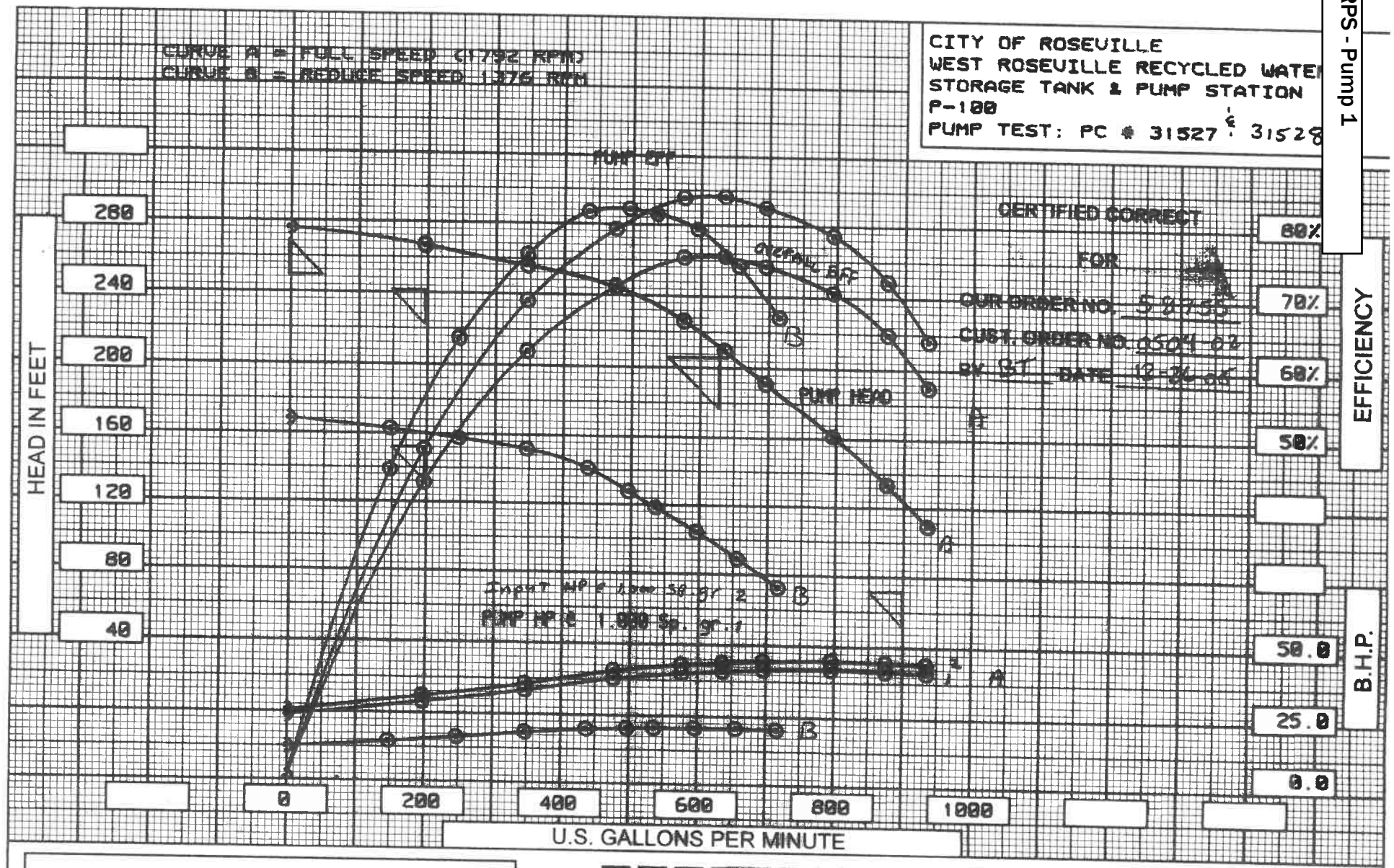
FLOWAY PUMPS
FRESNO, CALIFORNIA

A WSR COMPANY

TYPE 12 DKL
NO. OF STAGES 3
R.P.M. SEE LEGEND
PUMP SERIAL NO 45040-3-1

DWN. BY BMT DATE 1/24/02

PF-614



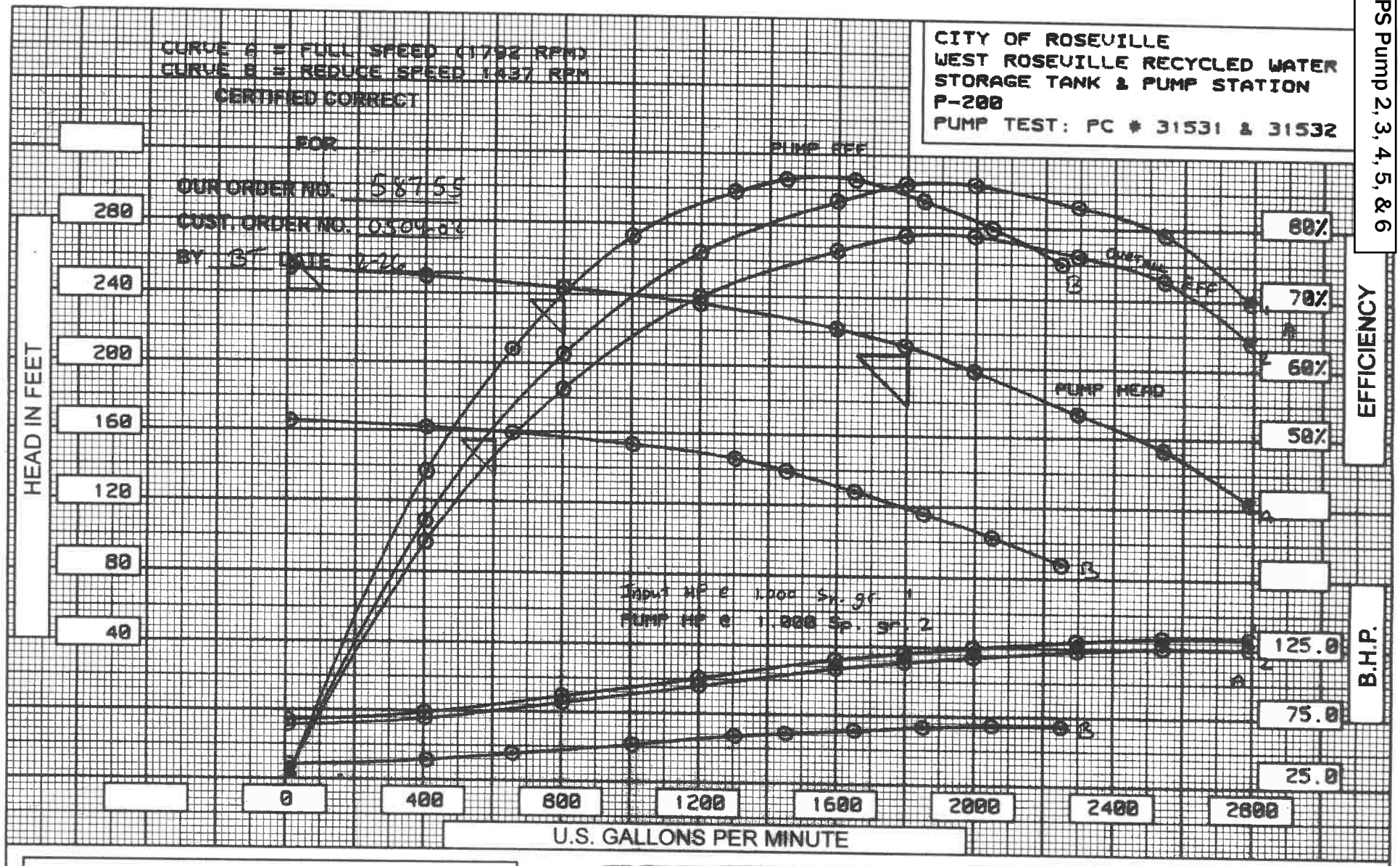
MANITO CONSTRUCTION INC
1046 SERPENTINE LAN SUITE I
PLEASANTON CA 94566

DWG. NO. 58755-1-1-T2

TYPE 10 JKH
NO. OF STAGES 5
R.P.M. 1792
PUMP SERIAL NO. 58755-1-1

DWN. BY BMT DATE 12-26-2005

PF-614



MANITO CONSTRUCTION INC
1048 SERPENTINE LANE SUITE I
PLEASANTON CA 94566

DWG. NO. 58755-4-1-T1

CLEAR LIQUID

TYPE 14 JKH
NO. OF STAGES 2
R.P.M. 1792
PUMP SERIAL NO. 58755-4-1

DWN. BY BMT DATE 12-26-2005

PF-814

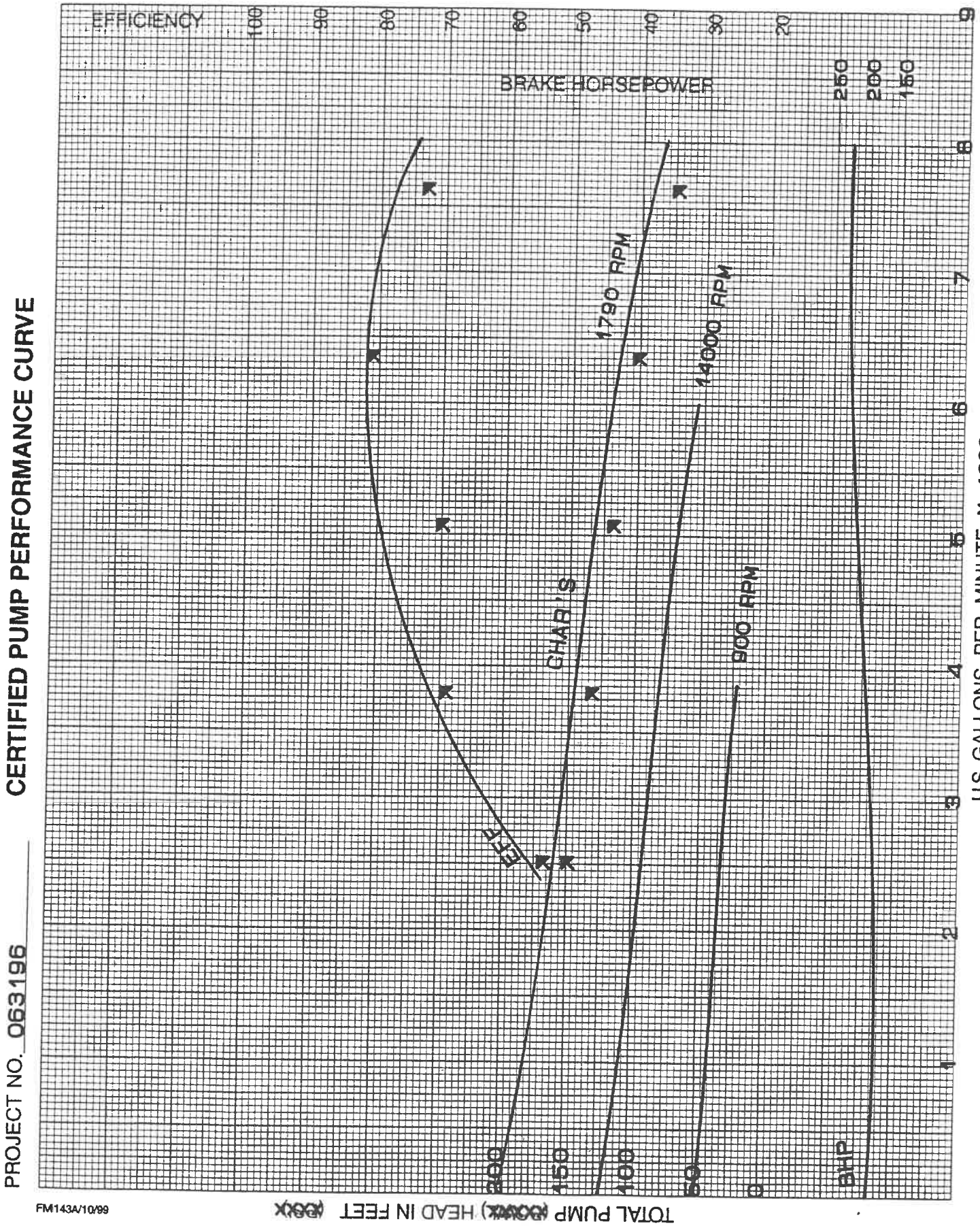
Pleasant Grove WWTP PS
250 hp - Pump 1

Fairbanks Morse

113128/2029
CERTIFIED CURVE

SERIAL NO. 328142-0 NO. STAGES ONE SIZE-MODEL 18B-7100AW
TEST DATE 04/08/02 DRIVER TM-250 MTR IMPELLER STD
IMPELLER DIA. 13.95"
CERTIFIED CORRECT BY _____ 04/02 RPM(S) 1780
TEST DEPARTMENT DATE

CERTIFIED PUMP PERFORMANCE CURVE



PROJECT NO. 063196

FM143A/10/99

Fairbanks Morse
Pentair Pump Group

CERTIFIED CURVE

Pleasant Grove WWTP PS
250 hp - Pump 2

2-1 NO. STAGES ONE SIZE-MODEL 198-7100AW
TEST DATE 04/08/02 DRIVER TM-250 MTR IMPELLER STD
IMPELLER DIA. 13.95"
CERTIFIED CORRECT BY [signature] 04/08 RPM(S) 1790
TEST DEPARTMENT DATE

CERTIFIED PUMP PERFORMANCE CURVE

PROJECT NO. 063196

EFFICIENCY 100 90 80 70 60 50 40 30 20

BRAKE HORSEPOWER 250 200 150

1790 RPM
1400 RPM
900 RPM
EFF
CHAR'S
BHP

U.S. GALLONS PER MINUTE X 1000
0 1 2 3 4 5 6 7 8

TOTAL PUMP (DISCH.) HEAD IN FEET (SUCT.)
250 200 150 100 50 0

FM143A/10/99

Pleasant Grove WWTP PS
30 hp - Pump 3

Fairbanks Morse Pump
A Member of Pentair Pump Group

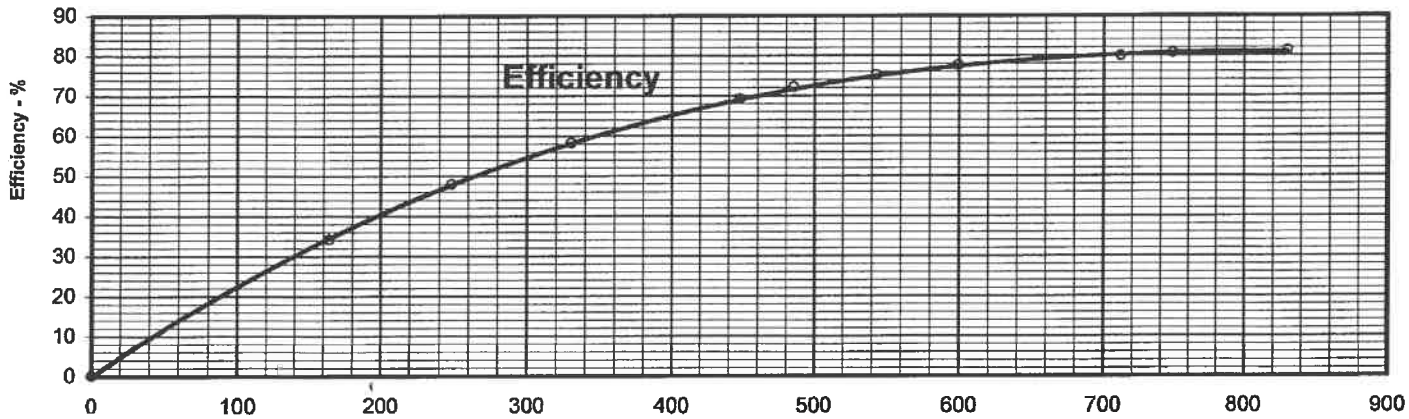
Serial Number:	1485699
Project Number:	090384
Test Date:	5/1/2007

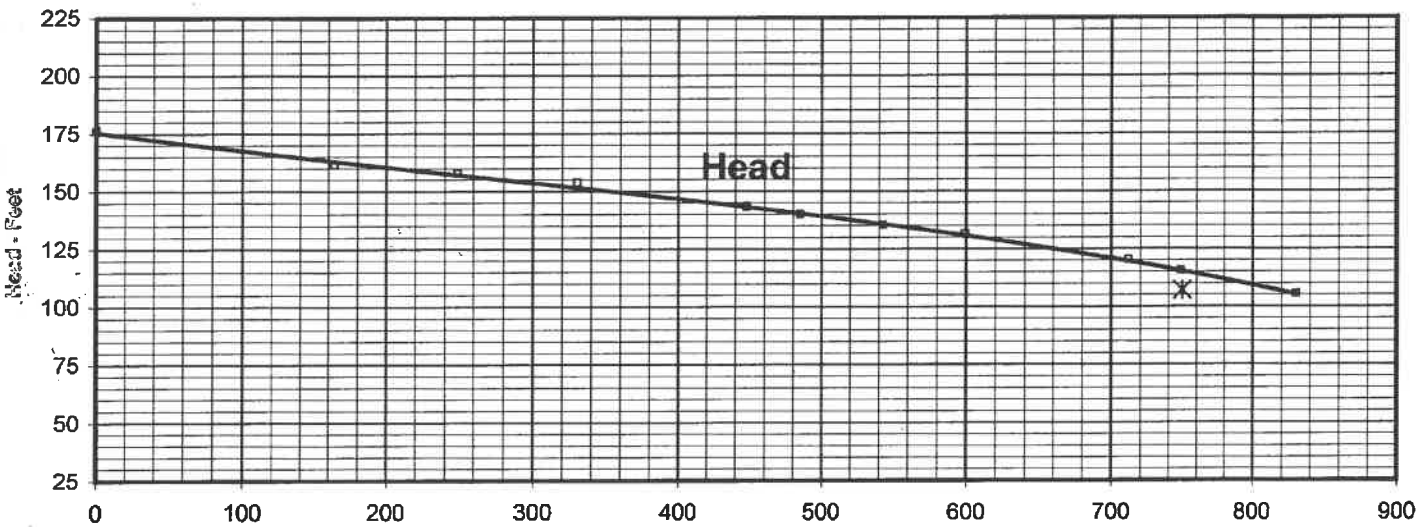
Certified Pump Performance Curve

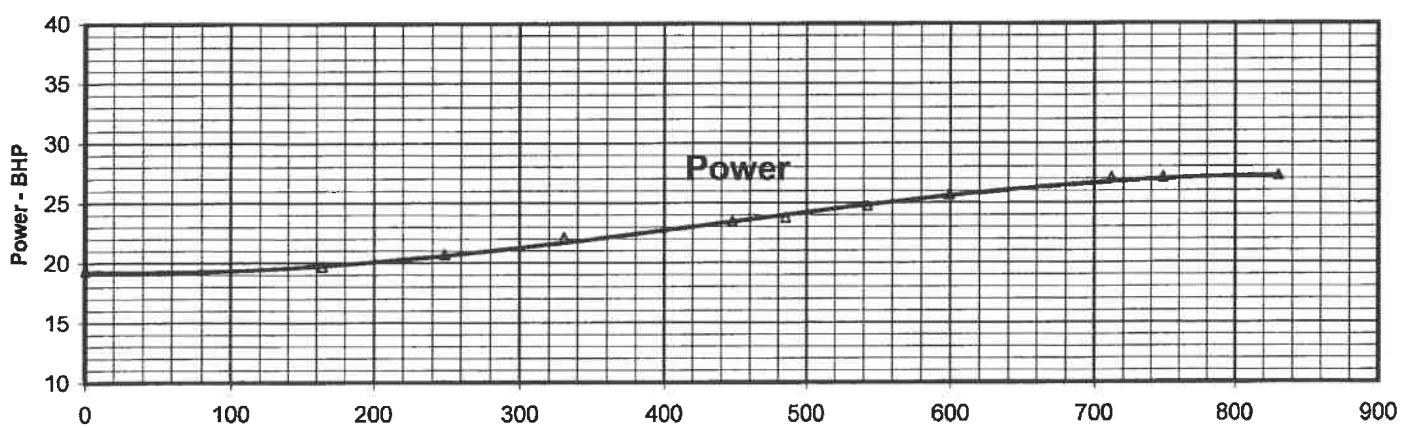
Guaranteed Values				
GPM	750			
HEAD	107			
Eff				
RPM	1765			

Size-Model	10G	7100AW	CCW
Impeller:	LV4455277208		
Impeller Dia:	7.96"		
Driver:	60 HP and 1800 RPM VHS	HP:	30
RPM:	1765	Stages:	3

Certified By: John C. Mamie (Test Department) 05/07 (Date)







APPENDIX C: DETAILED COST ESTIMATES

Cost Estimating Worksheet

ROSEVILLE RECYCLED WATER SYSTEM PROJECT DESCRIPTION

PROJECT ID: B-1

LOCATION: West Roseville PS

BRIEF PROJECT DESCRIPTION: Upsize bypass at West Roseville PS/Pleasant Grove WWTP from 10" to 24"

PROPOSED PROJECT PHASING: 0

REASON FOR PROJECT: Improve system reliability and flexibility

SPECIAL CONSIDERATIONS: Small project (additional 15% contingency)

ALTERNATIVES: Parallel pipe could be installed.

MAJOR ITEMS	Size	Quantity	Unit	UNIT COST	COST
Baseline Pipe Construction Cost					
Pipe (PVC)	24 in.	50	LF	365 $/ft	$18,245
Connection to Existing System		2	EA	19,607 $/EA	$39,215
Surface Restoration					
Pavement Restoration	50' long	6' wide	300' SF	9.62 $/sf	$2,887
Subtotal					$60,346
Mobilization and Demobilization				**10%**	$6,035
Raw Construction Cost Subtotal					**$66,000**
Engineering/Construction Management and Administration, and Legal Costs				**20%**	$13,200
Subtotal					**$79,200**
Project Contigency				**30%**	$23,760
Small Project Contingency				**15%**	$11,880

Capital Improvement Cost Total **$115,000**

ENR = 14,511 (Average of 20 Cities and San Francisco, March 2025)

Cost Estimating Worksheet

ROSEVILLE RECYCLED WATER SYSTEM PROJECT DESCRIPTION

PROJECT ID: I-1

LOCATION: Angus Rd and Casa Sedona Dr

BRIEF PROJECT DESCRIPTION: Add an intertie between the the West and North Pressure Zones

PROPOSED PROJECT PHASING: 0

REASON FOR PROJECT: Improve system reliability and flexibility

SPECIAL CONSIDERATIONS:

ALTERNATIVES: A different alignment could be used. A larger diameter pipe could be considered to provide additional future flexibility.

MAJOR ITEMS	Size	Quantity	Unit	UNIT COST	COST
Baseline Pipe Construction Cost					
Pipe (PVC)	6 in.	1640	LF	180 $/ft	$295,669
Connection to Existing System		2	EA	1,429 $/EA	$2,858
Misc. Pipe Appurtenances (valves)				5%	$14,926
Traffic and Construction Productivity Factors					
Traffic Control		5% of baseline pipe cost		5%	$14,783
Surface Restoration					
Pavement Restoration	1,640' long	4' wide	6,560' SF	9.62 $/sf	$63,128
Subtotal					$391,365
Mobilization and Demobilization				**10%**	$39,136
Raw Construction Cost Subtotal					**$431,000**
Engineering/Construction Management and Administration, and Legal Costs				**20%**	$86,200
Subtotal					**$517,200**
Project Contigency				**30%**	$155,160

Capital Improvement Cost Total **$672,000**

ENR = 14,511 (Average of 20 Cities and San Francisco, March 2025)

Cost Estimating Worksheet

ROSEVILLE RECYCLED WATER SYSTEM PROJECT DESCRIPTION

PROJECT ID: I-2

LOCATION: Blue Oaks Blvd

BRIEF PROJECT DESCRIPTION: Add an intertie between the the West and South Pressure Zones

PROPOSED PROJECT PHASING: 0

REASON FOR PROJECT: Improve system reliability and flexibility

SPECIAL CONSIDERATIONS:

ALTERNATIVES: A larger diameter pipe could be considered to provide additional future flexibility.

MAJOR ITEMS	Size	Quantity	Unit	UNIT COST	COST
Baseline Pipe Construction Cost					
Pipe (PVC)	6 in.	1520	LF	180 $/ft	$274,035
Connection to Existing System		2	EA	1,429 $/EA	$2,858
Misc. Pipe Appurtenances (valves)				5%	$13,845
Traffic and Construction Productivity Factors					
Traffic Control		5% of baseline pipe cost		5%	$13,702
Surface Restoration					
Pavement Restoration	1,520' long	4' wide	6,080' SF	9.62 $/sf	$58,509
Subtotal					$362,948
Mobilization and Demobilization				**10%**	$36,295
Raw Construction Cost Subtotal					**$399,000**
Engineering/Construction Management and Administration, and Legal Costs				**20%**	$79,800
Subtotal					**$478,800**
Project Contigency				**30%**	$143,640

Capital Improvement Cost Total **$622,000**

ENR = 14,511 (Average of 20 Cities and San Francisco, March 2025)

Cost Estimating Worksheet

ROSEVILLE RECYCLED WATER SYSTEM PROJECT DESCRIPTION

PROJECT ID: I-3

LOCATION: Baseline Rd and Fiddyment Rd

BRIEF PROJECT DESCRIPTION: Add an intertie between the the West and South Pressure Zones

PROPOSED PROJECT PHASING: 3

REASON FOR PROJECT: Improve system reliability

SPECIAL CONSIDERATIONS: Requires future extension of recycled water main south on Fiddyment Rd.

ALTERNATIVES: A larger diameter pipe could be considered to provide additional future flexibility.

MAJOR ITEMS	Size	Quantity	Unit	UNIT COST	COST
Baseline Pipe Construction Cost					
Pipe (PVC)	8 in.	6681	LF	201 $/ft	$1,341,531
Connection to Existing System		3	EA	1,429 $/EA	$4,286
Misc. Pipe Appurtenances (valves)				5%	$67,291
Traffic and Construction Productivity Factors					
Congested Traffic or Utility Corridor Factor		5% of baseline pipe cost		5%	$67,077
Traffic Control		5% of baseline pipe cost		5%	$67,077
Surface Restoration					
Pavement Restoration	6,681' long	4' wide	26,724' SF	9.62 $/sf	$257,171
Subtotal					$1,804,432
Mobilization and Demobilization				**10%**	$180,443
Raw Construction Cost Subtotal					**$1,985,000**
Engineering/Construction Management and Administration, and Legal Costs				**20%**	$397,000
Subtotal					**$2,382,000**
Project Contigency				**30%**	$714,600
Capital Improvement Cost Total					**$3,097,000**

ENR = 14,511 (Average of 20 Cities and San Francisco, March 2025)

Cost Estimating Worksheet

ROSEVILLE RECYCLED WATER SYSTEM PROJECT DESCRIPTION	
PROJECT ID:	I-3
LOCATION:	Baseline Rd and Fiddyment Rd
BRIEF PROJECT DESCRIPTION:	Add an intertie between the the West and South Pressure Zones
PROPOSED PROJECT PHASING:	3
REASON FOR PROJECT:	Improve system reliability
SPECIAL CONSIDERATIONS:	Requires future extension of recycled water main south on Fiddyment Rd.
ALTERNATIVES:	A larger diameter pipe could be considered to provide additional future flexibility.

MAJOR ITEMS	Size	Quantity	Unit	UNIT COST	COST
Baseline Pipe Construction Cost					
Pipe (PVC)	10 in.	6316	LF	221 $/ft	$1,397,794
Connection to Existing System		2	EA	1,429 $/EA	$2,858
Misc. Pipe Appurtenances (valves)				5%	$70,033
Traffic and Construction Productivity Factors					
Congested Traffic or Utility Corridor Factor		5% of baseline pipe cost		5%	$0
Traffic Control		5% of baseline pipe cost		5%	$0
Surface Restoration					
Pavement Restoration	6,316' long	4' wide	25,264' SF	9.62 $/sf	$243,121
Subtotal					$1,713,805
Mobilization and Demobilization				**10%**	$171,380
Raw Construction Cost Subtotal					**$1,885,000**
Engineering/Construction Management and Administration, and Legal Costs				**20%**	$377,000
Subtotal					**$2,262,000**
Project Contigency				**30%**	$678,600
Capital Improvement Cost Total					**$2,941,000**

ENR = 14,511 (Average of 20 Cities and San Francisco, March 2025)

Cost Estimating Worksheet

ROSEVILLE RECYCLED WATER SYSTEM PROJECT DESCRIPTION

PROJECT ID: PP-1

LOCATION: West Roseville Pump Station to West Park Drive

BRIEF PROJECT DESCRIPTION: Install parallel 24" pipe (1891 LF)

PROPOSED PROJECT PHASING: Implement when upgrading West Roseville PS capacity

REASON FOR PROJECT: Reduced headloss during peak periods and increase conveyance capacity.

SPECIAL CONSIDERATIONS:

ALTERNATIVES: Remove and replace existing or install parallel pipe

MAJOR ITEMS	Size	Quantity	Unit	UNIT COST	COST
Baseline Pipe Construction Cost					
Pipe (PVC)	24	485	LF	365 $/ft	$176,974
Connection to Existing System		2	EA	19,607 $/EA	$39,215
Traffic and Construction Productivity Factors					
Traffic Control		5% of baseline pipe cost		5%	$8,849
Surface Restoration					
Pavement Restoration	485' long	8' wide	3,880' SF	9.62 $/sf	$37,338
Subtotal					$262,375
Mobilization and Demobilization				**10%**	$26,238
Raw Construction Cost Subtotal					**$289,000**
Engineering/Construction Management and Administration, and Legal Costs				**20%**	$57,800
Subtotal					**$346,800**
Project Contigency				**30%**	$104,040

Capital Improvement Cost Total **$451,000**

ENR = 14,511 (Average of 20 Cities and San Francisco, March 2025)

Cost Estimating Worksheet

ROSEVILLE RECYCLED WATER SYSTEM PROJECT DESCRIPTION

PROJECT ID:	PP-2 note acutally triggered by city future
LOCATION:	Blue Oaks Blvd west of Woodcreek Oaks Blvd
BRIEF PROJECT DESCRIPTION:	Replace 8" pipe with 15" pipe along Blue Oaks Blvd between Woodcreek Oaks and Diamond Creek Blvd
PROPOSED PROJECT PHASING:	Before additional customers are added west of Woodcreek Oaks Blvd
REASON FOR PROJECT:	Reduced headloss during peak periods and improve system reliability.
SPECIAL CONSIDERATIONS:	
ALTERNATIVES:	Install parallel 8" pipe

MAJOR ITEMS	Size	Quantity	Unit	UNIT COST	COST
Baseline Pipe Construction Cost					
Pipe (PVC)	12	1600	LF	242 $/ft	$386,915
Connection to Existing System		2	EA	19,607 $/EA	$39,215
Traffic and Construction Productivity Factors					
Traffic Control		5% of baseline pipe cost		5%	$21,307
Surface Restoration					
Pavement Restoration	1,600' long	8' wide	12,800' SF	9.62 $/sf	$123,177
Subtotal					$570,614
Mobilization and Demobilization				**10%**	$57,061
Raw Construction Cost Subtotal					**$628,000**
Engineering/Construction Management and Administration, and Legal Costs				**20%**	$125,600
Subtotal					**$753,600**
Project Contigency				**30%**	$226,080

Capital Improvement Cost Total **$980,000**

ENR = 14,511 (Average of 20 Cities and San Francisco, March 2025)

Cost Estimating Worksheet

ROSEVILLE RECYCLED WATER SYSTEM PROJECT DESCRIPTION

PROJECT ID:	PP-3
LOCATION:	Dry Creek WWTP
BRIEF PROJECT DESCRIPTION:	Replace 20" pipe with 30" pipe along Blue Oaks Blvd between Woodcreek Oaks and Diamond Creek Blvd
PROPOSED PROJECT PHASING:	Before Placer One Demands added
REASON FOR PROJECT:	Reduced headloss during peak periods and improve system reliability.
SPECIAL CONSIDERATIONS:	
ALTERNATIVES:	Install parallel 12" pipe

MAJOR ITEMS	Size	Quantity	Unit	UNIT COST	COST
Baseline Pipe Construction Cost					
Pipe (PVC)	30	2533	LF	426 $/ft	$1,080,147
Connection to Existing System		2	EA	19,607 $/EA	$39,215
Traffic and Construction Productivity Factors					
Traffic Control		5% of baseline pipe cost		5%	$55,968
Surface Restoration					
Pavement Restoration	2,533' long	8' wide	20,264' SF	4.81 $/sf	$97,502
Subtotal					$1,272,832
Mobilization and Demobilization				**10%**	$127,283
Raw Construction Cost Subtotal					**$1,400,000**
Engineering/Construction Management and Administration, and Legal Costs				**20%**	$280,000
Subtotal					**$1,680,000**
Project Contigency				**30%**	$504,000

Capital Improvement Cost Total **$2,184,000**

ENR = 14,511 (Average of 20 Cities and San Francisco, March 2025)

Cost Estimating Worksheet

ROSEVILLE RECYCLED WATER SYSTEM PROJECT DESCRIPTION

PROJECT ID:..... PS-1

LOCATION:.....West Roseville Pump Station

BRIEF PROJECT DESCRIPTION:..... Replace three pumps at West Roseville Pump Station for added capacity

PROPOSED PROJECT PHASING: X

REASON FOR PROJECT:..... Increase system capacity required for future buildout

SPECIAL CONSIDERATIONS:.....

ALTERNATIVES:.....Install new pumps at West Roseville Pump Station

MAJOR ITEMS	Size	Quantity	Unit	UNIT COST	COST
Baseline Pipe Construction Cost					
Replacement of Pumps	300 HP	3	EA	$564,000	$1,692,000
Subtotal					$1,692,000
Mobilization and Demobilization				**10%**	$169,200
Raw Construction Cost Subtotal					**$1,861,000**
Alternatives Analysis				**10%**	$186,100
Engineering/Construction Management and Administration, and Legal Costs				**20%**	$372,200
Subtotal					**$2,419,300**
Project Contigency				**30%**	$725,790

Capital Improvement Cost Total **$3,145,000**

ENR = 14,511 (Average of 20 Cities and San Francisco, March 2025)

Cost Estimating Worksheet

ROSEVILLE RECYCLED WATER SYSTEM PROJECT DESCRIPTION

PROJECT ID: S-1

LOCATION: Dry Creek Wastewater Treatment Plant

BRIEF PROJECT DESCRIPTION: Improvements to modify (2) existing Chlorine Contact Basins for use as Reclaimed Water Storage Basins

PROPOSED PROJECT PHASING:

REASON FOR PROJECT: Increase reclaimed water storage volume.

SPECIAL CONSIDERATIONS:

ALTERNATIVES:

MAJOR ITEMS	Size	Quantity	Unit	UNIT COST	COST
Baseline Construction Cost					
Demo - Gates		2	EA	$3,000	$6,000
Demo - Mud Valves, Slab		7	EA	$2,000	$14,000
Demo - Wall Opening, 6'x6', Add'l. Reinf.		3	EA	$4,000	$12,000
Demo - Existing 24"-REW		1	LS	$8,000	$8,000
Concrete Wall Closure		3	EA	$6,000	$18,000
Aluminum Flow Rec. Trough		1	EA	$20,000	$20,000
48"-DI Pipe		158760	LBS	$1.20	$190,512
Piping Installation Labor		1	LS	$19,051	$19,051
DI Pipe Supports, 304 SS		18	EA	$2,500	$45,000
48"-DI 90* Bend		1	EA	$8,000	$8,000
48"-DI REW Feed Piping		132300	LBS	$1.20	$158,760
Piping Installation Labor		1	LS	$15,876	$15,876
48"-DI REW Feed Fittings, Couplings		3	EA	$8,000	$24,000
48"-DI REW Feed Wall Pen's		1	EA	$2,000	$2,000
24"-DI REW Piping		4575	LBS	$1.10	$5,033
Piping Installation Labor		1	LS	$5,033	$5,033
24"-DI REW Fittings, Couplings		3	EA	$5,000	$15,000
36"-DI REW Feed Piping		18300	LBS	$1.15	$21,045
Piping Installation Labor		1	LS	$10,523	$10,523
36"-DI REW Feed Fittings, Couplings		4	EA	$7,000	$28,000
DI Pipe Supports, 304 SS		4	EA	$2,500	$10,000
36" Butterfly Valve		1	EA	$30,000	$30,000
12" Mud Valve		7	EA	$5,000	$35,000
Concrete Repair Allowance		1	LS	$100,000	$100,000
Aluminum Slide Gate		2	EA	$20,000	$40,000
Subtotal					$840,832
Mobilization and Demobilization				**10%**	$84,083
Raw Construction Cost Subtotal					**$925,000**
Engineering/Construction Management and Administration, and Legal Costs				**20%**	$185,000
Subtotal					**$1,110,000**
Project Contigency				**30%**	$333,000
Capital Improvement Cost Total					**$1,443,000**

ENR = 14,511 (Average of 20 Cities and San Francisco, March 2025)

APPENDIX D: ALTERNATIVES DEVELOPMENT AND EVALUATION FOR REYCLED WATER DISTRIBUTION SYSTEM (TM 5B)

Technical Memorandum

South Placer Regional Wastewater & Recycled Water Systems Evaluation Project

Subject:	**Alternatives Development and Evaluation for Recycled Water Distribution System (TM 5b)**
Prepared For:	Art O'Brien – City of Roseville Ed Wydra – Placer County
Prepared by:	Amanda Schmidt Glenn Hermanson Andy Smith
Reviewed by:	Dave Richardson
Date:	February 8, 2007; updated February 11, 2008
Reference:	0091.05

0 Previous TM Publication and Updates

Since the latest publication of technical memorandum (TM) 5b on February 8, 2007, changes in information available for the South Placer Wastewater and Recycled Water Systems Evaluation (Systems Evaluation), as well as changes in the data, have resulted in the need to identify and update out-of-date information. This newest publication of TM 5b reflects the changes in available data and/or assumptions.

1 Introduction

The objectives of this TM are to define and evaluate recycled water facilities alternatives to serve the existing City of Roseville (City) service area and Urban Growth Areas (UGAs).

This TM is organized as follows:

- Introduction
- Alternatives Development
- Alternatives Evaluation
- Implementation Plan
- Bibliography

1.1 Project Alternative Definition

Each recycled water project alternative is defined as the combination of the treatment, storage/pumping, and distribution options (supply side) necessary to serve targeted users located in a given service area (demand side). Alternatives for delivering recycled water were evaluated using H_2ONet hydraulic modeling software.

The development of the recycled water project alternatives involved defining the following components for each alternative:

- **Service Area:** Where would recycled water be used?

  Recycled water will be used in the existing Roseville service area (generally in the vicinities of the regional WWTPs; north and west of I-80/UPRR) in addition to Urban Growth Areas.

Recycled water will be used as irrigation for business parks, commercial, multi-family developments, golf courses, parks, and streetscape. Industrial customers will use recycled water for non-contact cooling processes.

- **Treatment:** Where would recycled water be produced?

  Recycled water would be produced at the Pleasant Grove Wastewater Treatment Plant (PGWWTP) and at the Dry Creek Wastewater Treatment Plant (DCWWTP) to supply customers in the existing service area and UGAs.

  An option of satellite treatment will be evaluated for Placer Vineyards (PV) and Placer Ranch (PR) UGAs. Satellite treatment would consist of seasonally operated treatment facilities to treat wastewater from the UGA before it reaches the WWTP. Treated recycled water would be directly pumped back to the corresponding UGA.

- **Storage:** How much recycled water would need to be stored and where?

  Each UGA will be required to have a storage facility to hold recycled water. The minimum operational storage volume of each UGA storage tank is equal to the maximum day demand of recycled water.

  The existing 1.5 MG storage tank at the North Zone Pump Station (NZPS) will be utilized to hold recycled water supplied by DCWWTP and a supplemental supply will be provided from PGWWTP.

  The need for operational storage at PGWWTP and DCWWTP will be evaluated.

- **Distribution:** How would recycled water be distributed to the different users?

  In general, pipelines will be located in major corridors (roadways or along property boundaries), but have flexibility in the specific alignment.

1.2 Project Alternatives Development and Evaluation Update

The recycled water setting has changed since the development of the April 2000 Recycled Water Distribution Feasibility Study (RWFS), presenting new opportunities and new challenges. Because of these changes, the recommended recycled water project and associated implementation plan included in the 2000 RWFS were revisited. The treatment, storage/pumping, and distribution options identified in the 2000 RWFS formed the basis for project alternative development and evaluation. Existing facilities are listed in **Table 1**. Additional facility improvements will be evaluated in the following sections.

Table 1: Storage and Pumping Facilities

Existing Storage and Pumping Facilities Used in the Hydraulic Model		
North Zone Storage Tank	(Feet)	**North Zone Pump Station**
Base Elevation (floor)	123.0	Pumps
Minimum Water Level	5.0	2 duty pumps, 1 standby
Maximum Water Level	16.5	Pump Curve (all three pumps)
Initial Water Level (for modeling)	5.0	Design Point: 950 gpm at 140 feet
Diameter	124.0	Shutoff Head: 0 gpm at 234 feet
Datum for all elevations: Sea Level (0 feet)		High Flow: 1,338 gpm at 0 feet
		Pumps water from Storage Tank
Dry Creek Pump Station		**Pleasant Grove Pump Station**
Pumps		Pumps
3 duty pumps, 1 standby		2 duty pumps
Pump Curve (all four pumps)		Pump Curve (both pumps)
Design Point: 1,900 gpm at 124.6 feet		Design Point: 5,120 gpm at 124 feet
Shutoff Head: 0 gpm at 206 feet		Shutoff Head: 0 gpm at 192 feet
High Flow: 2,480 gpm at 0 feet		High Flow: 7,680 gpm at 0 gpm
Pumps from a wet well with a water surface elevation of 114 ft.		Pumps from a wet well with a surface elevation of 90 ft.

1.3 Approach

The following approach was adopted to meet the TM objectives described above:

- Develop a list of conceptual alternatives (including preliminary sizing and alignments, pumping requirements and location and storage requirements) building on the technical work of the 2000 Recycled Water Distribution Feasibility Study
- Evaluate the pros and cons of each conceptual alternative to find the preferred alternative

2 Alternatives Development

This section presents the recycled water facilities alternatives that were developed by:

- Considering the different options available for each project component
- Combining these options to form logical project alternatives
- Developing the necessary technical information necessary to define and evaluate each alternative

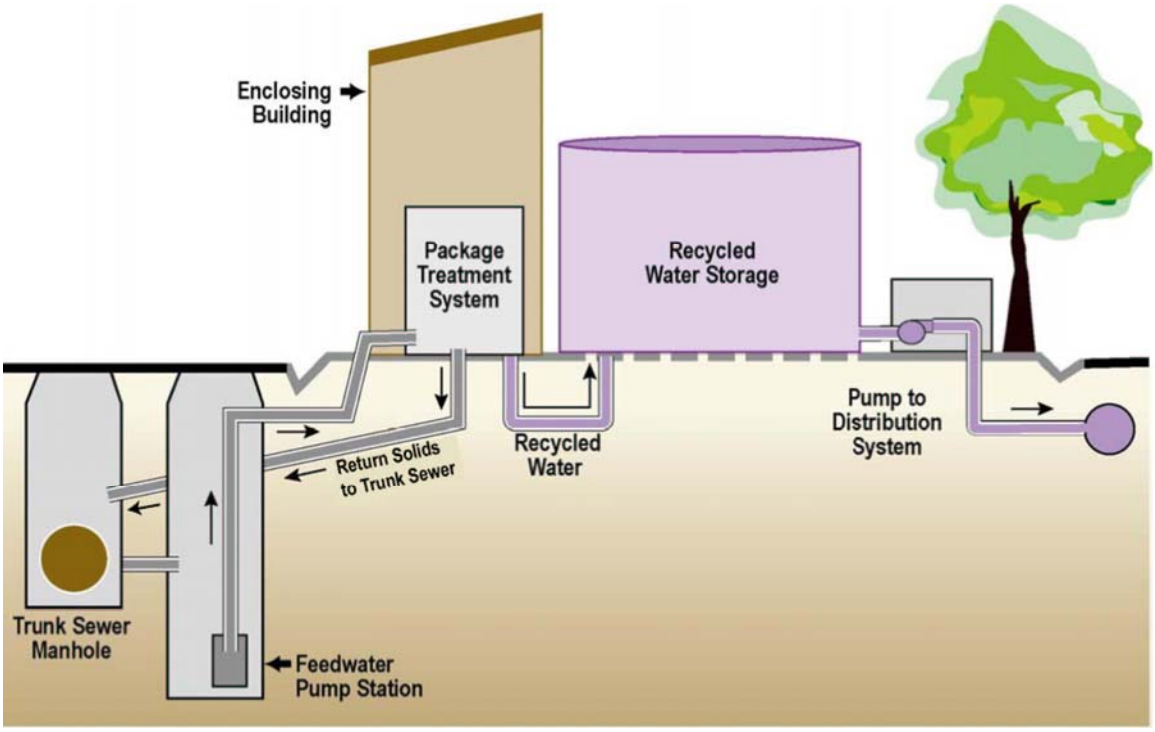
2.1 Alternatives Identification

Two basic categories of options are available for the production of recycled water: centralized treatment with distribution from Pleasant Grove and Dry Creek WWTPs, and satellite treatment and distribution. This section will discuss satellite treatment, detail the treatment process, costs, and advantages and disadvantages (relative to centralized treatment). Distribution options and pipeline alignments along with storage requirements will also be discussed in this section.

2.1.1 Satellite Treatment

Satellite facilities would treat the wastewater from local trunk sewers to tertiary standards and likely return solids back to the trunk sewer. Recycled water would be available for use in the vicinity of the satellite plant. A conceptual illustration of a facility is shown in **Figure 1**. Seasonally operated satellite treatment could be used to supply the furthest UGA from PGWWTP, which is Placer Ranch and DCWWTP which is Placer Vineyards.

Figure 1: Conceptual Illustration of Satellite Recycled Water Facility



The treatment technology most widely used currently for new satellite treatment facilities is a membrane bioreactor (MBR). This technology combines the secondary biological process with the filtration process in a single reactor, an aeration tank with submerged membranes. RMC gathered data from ten satellite plants ranging in size from 0.3 mgd to 10 mgd (RMC, 2004). Information gathered included capital cost, MBR equipment costs, and operation and maintenance (O&M) costs for the surveyed satellite treatment facilities (all costs are expressed in 2004 dollars). Using this information, RMC has investigated the degree to which satellite treatment facilities could be more cost effective than serving recycled water from the central treatment plant through a pipeline.

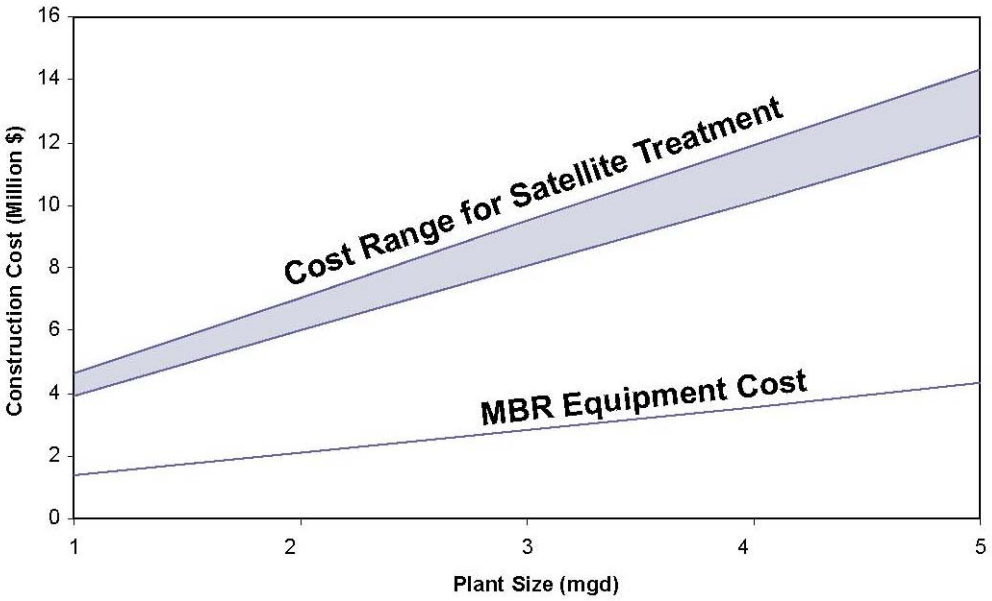
Footprint Size

Footprint sizes can vary widely; from the available data it was extrapolated that a plant size ranging from 1 to 5 mgd would require approximately 4 acres of land. This would be an appropriate land assumption for PR and PV because their demands are 3.34 and 5.4 mgd, respectively. This footprint requirement includes space for the treatment process, as well as for a distribution pump station. It does not include land requirements for recycled water storage, which might add an additional acre of land depending upon tank configuration and surrounding land use.

Construction Costs

Capital costs varied widely due to the variety in construction and operation of each plant. A cost curve was developed based on MBR quotes from Zenon and US Filter and construction cost information from interviewed satellite treatment facilities, shown in **Figure 2**.

Figure 2: Planning Level Cost Guidelines – Construction Cost ($ 2004)



A reasonable construction cost estimate for PR is $12.5 million (including MBR equipment costs). Similarly, PV construction cost estimate would be $18.75 million. Placer Vineyards costs were extrapolated from the graph. This does not include the cost of land. Also this does not include the cost of recycled water storage and distribution facilities, since these costs are paid for by the developer in both the satellite and central treatment options. For reference, from this estimate, MBR equipment costs would be approximately $3.25 million for PR and $4.75 million for PV.

Operation and Maintenance Costs

Annual O&M Costs are shown on **Figure 3** below. Again, the annual cost for each plant varies. This variability is due to different unit processes and different approaches to operation and maintenance that each plant employs. From the information obtained in Figure 3, annual operation and maintenance costs will be approximately $300,000 for PR and $500,000 for PV per year.

Figure 3: Comparison of Annual O&M Cost to Plant Size ($ 2004)

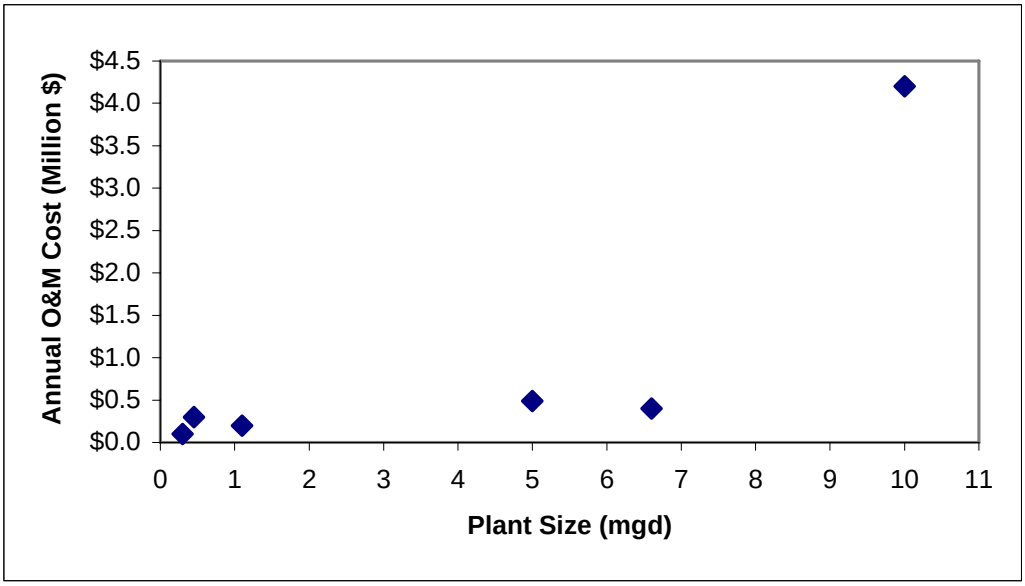


Table 2 provides a cost summary to build and operate a satellite treatment facility at PR and PV. Total present value cost for PR would be $17.4 million and PV would be $27 million.

Table 2: Satellite Treatment Cost Summary

Cost [a]	Placer Ranch	Placer Vineyards
Construction Costs	$12,500,000	$18,750,000
Present Value O&M Cost [b]	$9,905,000	$8,176,000
Total Present Value Cost for Satellite Treatment Alternative	**$17,405,000**	**$26,926,000**
Pipeline Cost for Centralized Transmission Treatment Alternative [c]	**$1,207,000**	**$2,840,000**
Low Cost Alternative	**Centralized**	**Centralized**

Footnotes:

a. 2004 dollars, no inflation assumed
b. Present value is calculated over a 20 year period. Assumed inflation rate = 3%, interest rate = 5%, therefore the discount rate = 2%.
c. Cost to install recycled water pipeline including contingency factors. See Section 4.2 and Attachment C.

Conclusions

Feasibility of satellite recycled water treatment can be determined by comparing its cost effectiveness to the development or expansion of centralized water recycling and transmission of recycled water to the use site.

Note: From a cost standpoint, satellite recycled water treatment has become a competitive alternative for recycled water production and delivery to remote areas; generally 5 to 10 miles beyond the central WWTP and other recycled water customers. PR and PV are the furthest UGAs from Pleasant Grove WWTP, but their distances are not remote enough to offset the capital and O&M costs associated with satellite treatment. PR and PV are both adjacent to other recycled water

customers (UGAs) and, depending on the location where recycled water is delivered, are only 1 to 3 miles from the nearest customer.

Proposed recycled water pipelines will distribute water to UGAs along a path towards PR and PV. It would be unreasonable to pursue the option of satellite recycled water treatment because of the following reasons: the PGWWTP and DCWWTP can provide the required recycled water, a recycled water distribution system is currently being developed, and PR and PV are less then 5 miles from the nearest recycled water customer. The option best suited for the given situation would be a centralized treatment and distribution from the Pleasant Grove and Dry Creek WWTPs. Incidentally, if recycled water were needed to be distributed to regions within South Placer Wastewater Authority (SPWA) service area further from the WWTPs, (e.g. Granite Bay, Rocklin, or Loomis) at some point in the future satellite treatment may be the best choice.

2.1.2 Description of Pipeline Alternatives

A hydraulic analysis using H_2O Net was performed to compute the pipeline diameter needed to serve the identified customers while conforming to a set of hydraulic criteria. The set of hydraulic criteria that was used is shown in **Table 3**.

Table 3: Hydraulic Design Criteria for Model Development

System Component	Unit	Value
Minimum Pressure at Customer Connections During Irrigation Period [a]	psi	60 [b]
Minimum Pressure at Customer Connections During Non-irrigation Period	psi	40
Maximum Pressure	psi	120
Minimum Pipe Size (including laterals)	inches	6
Available Pipe Sizes [c]	inches	6, 8, 12, 16, 24, 30
Maximum Head Loss	feet per 1000 feet	5
Velocity Range	feet per second	2 – 8
Hazen-Williams Coefficient for Headloss Calculation	n/a	130

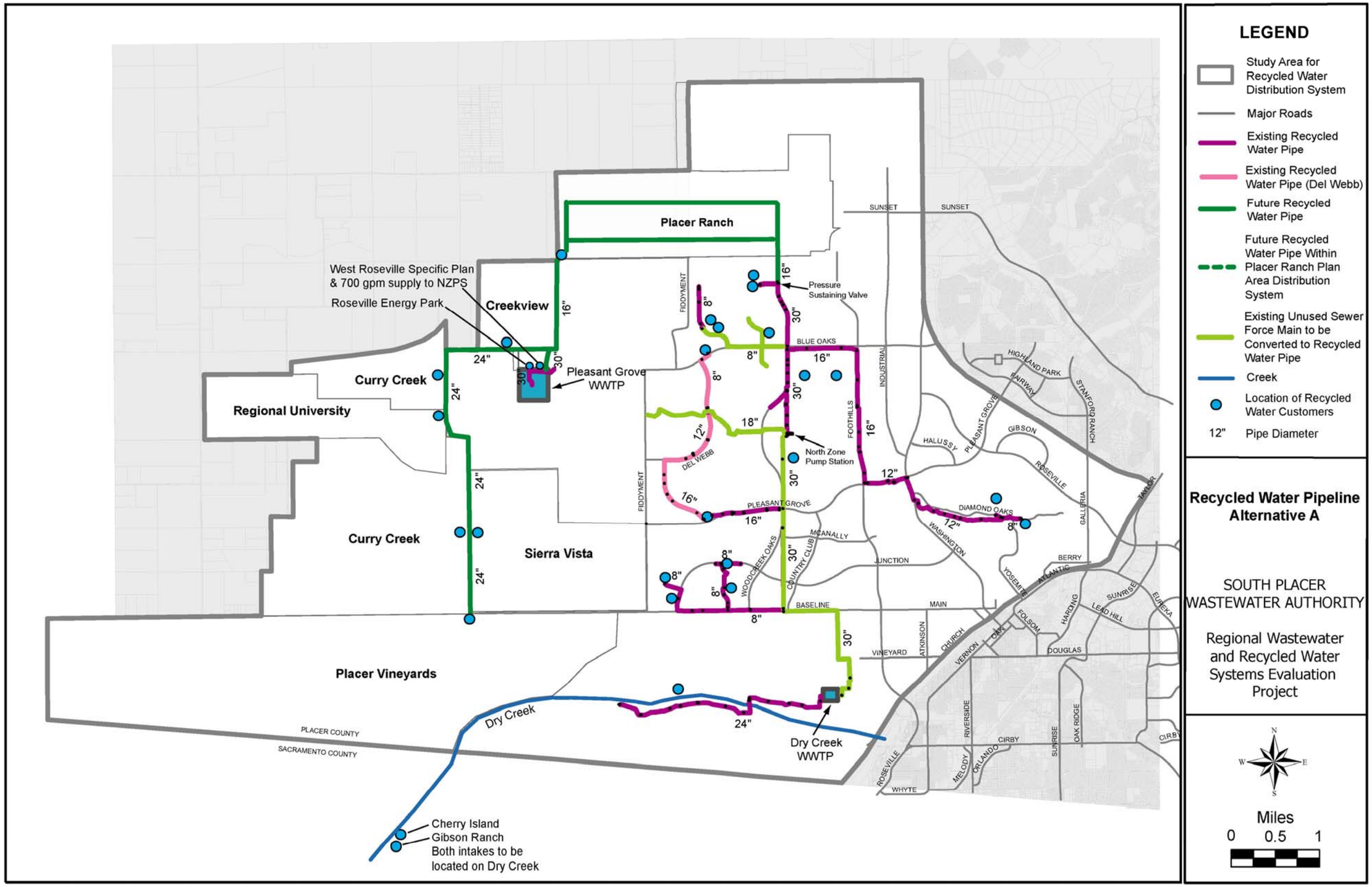
Footnotes:

a. South zone of Recycled Water System (south of North Zone Pump Station) will have an operating pressure of 30 psi
b. This pressure is for customers without a recycled water storage facility.
c. Per Roseville Standards for Recycled Water.

Since satellite treatment is not recommended for currently anticipated demands, there are three distribution alternatives that will be evaluated in this TM. The following alternatives are described below.

- **Alternative A: Non-Looped System.** New pipe from Pleasant Grove WWTP will connect to existing recycled water pipe along Phillip Road, and follow UGA boundaries around the western border of West Roseville Specific Plan and Sierra Vista. The pipe will end at the northern boundary of Placer Vineyards as shown in **Figure 4**. The pipeline will also run north on the eastern side of Creekview and end at the southwest corner of Placer Ranch. An internal Placer Ranch pipe will connect to the 30" recycled water pipeline stub on Woodcreek Oaks Blvd. with a pressure sustaining valve. This configuration will allow recycled water to flow either to or from the North Zone tank. In this alternative, it is assumed that PGWWTP will supply Placer Vineyards.

Figure 4: Map of Alternative A – Non-Looped System



- **Alternative B: Looped System.** Recycled water pipelines would follow similar alignments as Alternative A, however pipe will continue east along the northern border of Placer Vineyards and connect the 24" gravity recycled water line near Dry Creek as shown in **Figure 5**. Placer Vineyards could be supplied by either DCWWTP or PGWWTP. The 24" gravity line may need to be pressurized; therefore changes may be required at the DCWWTP recycled water pump station. Currently recycled water flows by gravity from the chlorine contact basins to Morgan Creek Golf Course. Additional pumping will most likely be required to have the necessary hydraulic head to reach Morgan Creek Golf Course and Placer Vineyards. This will be described in more detail later in the TM.
- **Alternative C: Additional Flow through West Roseville Specific Plan.** New pipe from PGWWTP will connect existing recycled water pipe along Phillip Road, and follow UGA boundaries around the western border of West Roseville Specific Plan and Sierra Vista. The pipe will end at the northern boundary of Curry Creek South and Sierra Vista as shown in **Figure 6**. The pipeline will also run north on the eastern side of Creekview and end at the southwestern corner of Placer Ranch. Placer Vineyards will be supplied recycled water from DCWWTP via the 24" pipeline running parallel to Dry Creek. Placer Vineyards will install a pipe to distribute recycled water from the terminus of the existing 24-inch recycled water pipeline along Dry Creek to a storage tank on West Dyer Lane and 16th Street.

  To balance the recycled water demands on each wastewater treatment plant, recycled water will be distributed from PGWWTP to Woodcreek Oaks Golf Course (WOGC) and Sun City Golf Course (SCGC). Their pipe connections can be retrofitted to receive recycled water from DCWWTP or PGWWTP as the system grows to best use available recycled water. This will be described more in detail in the following section.

  Water will be transferred to WOGC and SCGC via the 24" recycled water pipeline through West Roseville Specific Plan and through the 18" converted force main. To minimize the amount of pumping, the WRSP pump station 24" inlet is connected to the to the 24" outlet, which allows bypassing the WRSP pump station. Recycled water can then be sent to the WOGC and SCGC storage facilities directly from the PGWWTP pump station. This configuration provides flexibility for supplying RW to the WOGC and SCGC during the 15-hour non-irrigation period. This option is available during the non-irrigation period because the WRSP pump station will not be used. During the irrigation period the bypass will be closed and the pump station will operate normally.

  The Sun City Golf Course storage pond can be connected by tying the 18" converted force main in Del Webb Boulevard into an existing 8-inch recycled water main in Del Webb Boulevard. This will serve the purpose of filling the SCGC pond from PGWWTP. The Woodcreek Oaks Golf Course would utilize a portion of the existing 18" recycled water line which will be decommissioned. Recycled water will flow south through the 18" recycled water line from the 18" converted force main/30" converted force main connection to the lake. When completed there will be two connections to the Woodcreek Oaks Golf Course lake, the 18" recycled water line and the 30" converted force main.

Figure 5: Map of Alternative B – Looped System

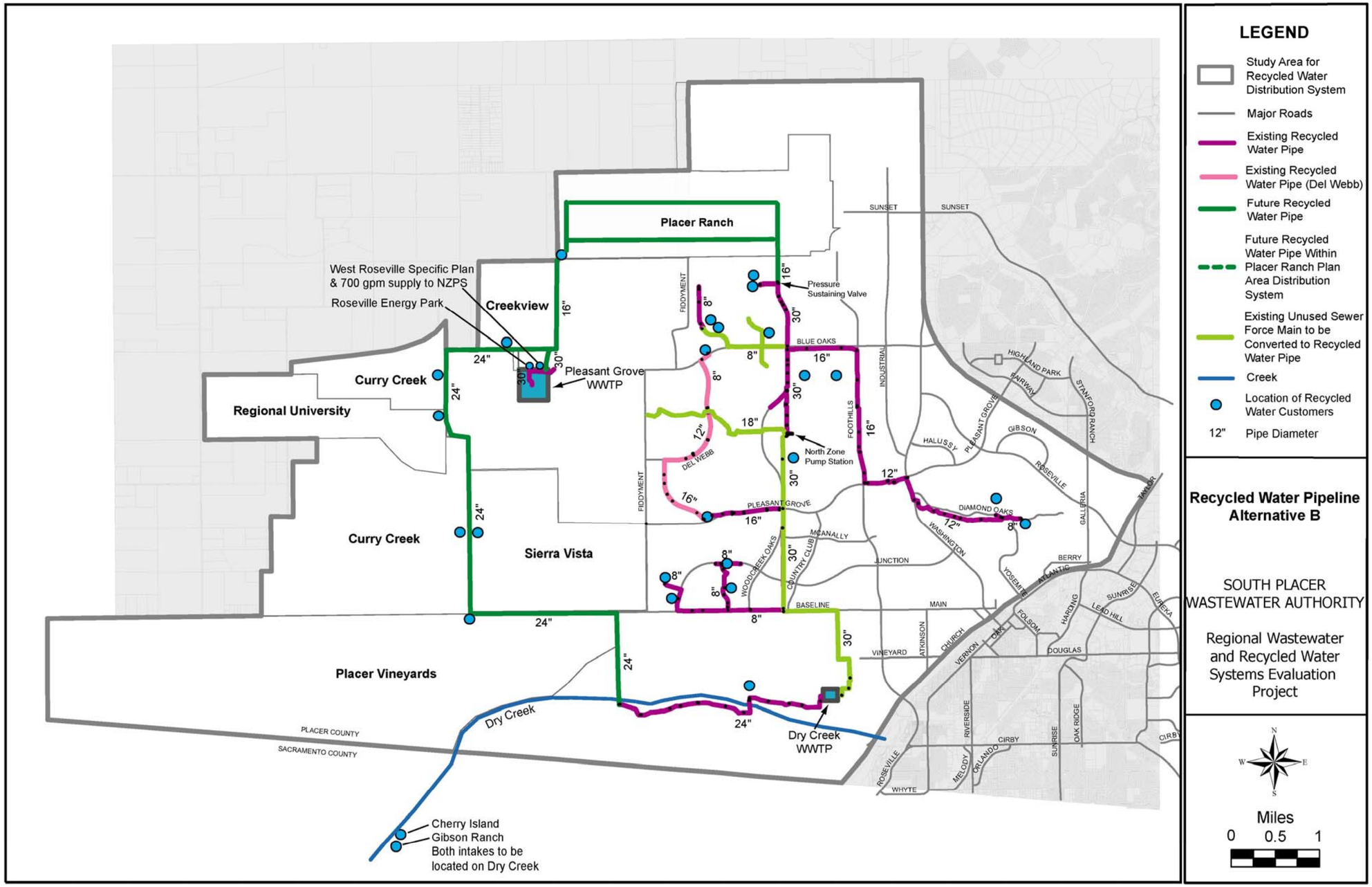


Figure 6: Map of Alternative C – Additional Flow through West Roseville Specific Plan

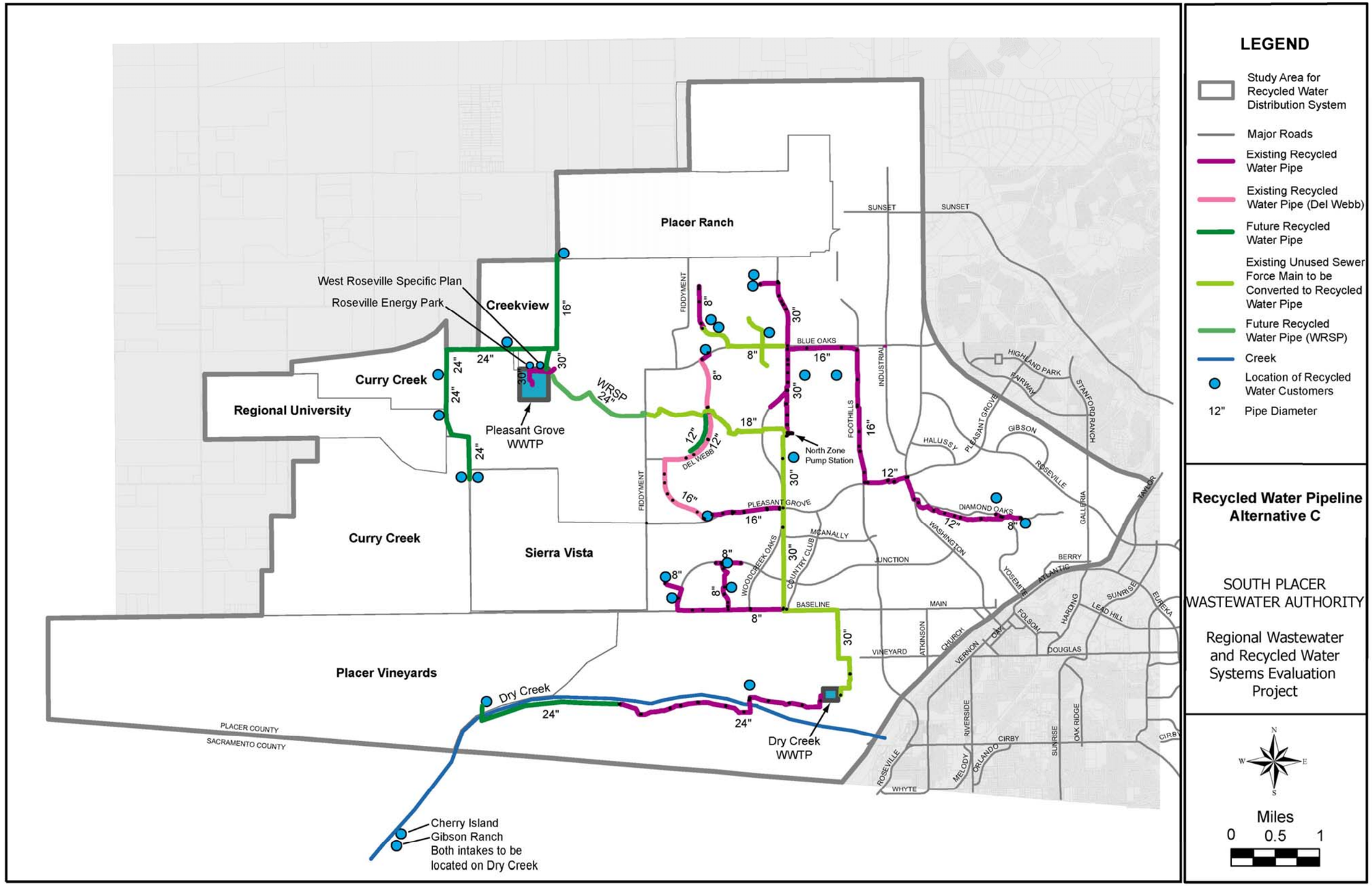


Table 4 lists the lengths and diameters of new recycled water pipelines that would be installed for each alternative and the existing force mains that will be converted to recycled water pipes. Alternative B has the largest amount of pipe installed because the northern and southern sections of the City are connected.

Table 4: Description of Alternatives

	New Pipe Diameter (inches)	Existing Force Main to be Converted to Recycled Water Pipe (feet)	Length of New RW Pipe (feet)
All Three Alternatives	30”	19,600	-
	18”	9,700	-
	8”	8,900	-
	Total	**38,200**	**-**
Alternative A	30”	-	3,100
	24”	-	23,000
	16”	-	7,300
	Total	**38,200**	**33,400**
Alternative B	30”	-	3,100
	24”	-	37,300
	16”	-	7,300
	Total	**38,200**	**47,700**
Alternative C	30”	-	3,100
	24”	-	21,400
	16”	-	5,800
	12”	-	2,700
	Total	**38,200**	**33,000**

2.1.3 Recycled Water Storage Analysis

Due to the high demand for recycled water, hourly irrigation patterns, and diurnal fluctuations of wastewater effluent, an hour-by-hour analysis has been conducted to determine the storage requirement and the operational scenarios at the Pleasant Grove and Dry Creek WWTPs to optimize recycled water distribution. Scenarios are developed assuming there will be a storage facility (tank or pond) at each UGA with a volume to store one peak day (July day) of recycled water demand. Diurnal fluctuations in recycled water generation produce a challenge in supplying customers during the irrigation period from 9:00 PM to 6:00 AM for the following reasons: the highest demand for recycled water comes during the period of lowest generation and recycled water must be supplied during the non-irrigation period in addition to the irrigation period to fulfill the total demand of the UGAs.

Alternative C Storage Analysis

Multiple scenarios were evaluated to distribute recycled water to customers to show the amount of storage needed at either DCWWTP or PGWWTP in Alternative C. From the supply availability analysis, the recycled water demand in Alternatives A and B exceeded available supply, therefore a storage analysis was not deemed necessary. From the storage analysis, it was determined that recycled water storage will not be required at PGWWTP if recycled water is distributed to the UGAs as it is generated. Storage is

also not required at DCWWTP. The detailed storage calculations can be found in **Attachment A** and are summarized in **Table 5**. The following scenarios present variations in recycled water distribution to customers with storage facilities.

Pleasant Grove WWTP Distribution Scenarios:

- 24-hour Distribution – Recycled water would be distributed equally to all customers over a 24 hour period. For UGAs, the storage tank is filled evenly through the day. Recycled water generated in excess of the water supplied to the UGAs will be discharged to the creek.
- 15-hour Distribution – Recycled water would be distributed to customers over the non-irrigation 15-hour period (from 6:00 AM to 9:00 PM). In this scenario, while water could be distributed during the irrigation period, it is assumed that all water produced during this time period will be discharged to the creek
- Equal Tank Fill – Recycled water would be distributed as it is generated and all UGA storage facilities are filled at the same rate. Once a tank is full, remaining water will be supplied to other storage facilities until all are filled. Excess water will be discharged to the creek after all the tanks are full. Four recycled water pumps will be required to pump the maximum effluent flow rate.
- Two Tank Fill – Recycled water would be distributed as it is generated and two UGA storage tanks will be filled at a time. Excess recycled water generated after all tanks are filled will be discharged to the creek. Four recycled water pumps will be required to pump the maximum effluent flow rate.
- Capped Flow Distribution – Recycled water would be distributed as generated but will not exceed a maximum flow rate of 16,000 gpm and water generated in excess of 16,000 gpm will be discharged to the creek. In this scenario, a minimum pressure of 10 psi will be at the furthest UGAs, with only three pumps operating at the PGWWTP recycled water pump station.

Dry Creek WWTP Distribution Scenarios:

- 24-hour Distribution – Recycled water would be distributed equally to creek customers over a 24 hour period.
- 15-hour Distribution – Recycled water would be only distributed to creek customers during the non-irrigation 15-hour period (from 6:00 AM to 9:00 PM).
- Creek Distribution – Recycled water would be distributed as it is generated to fill the North Zone Pump Station tank and to customers with storage facilities. Excess water from the filling the tank and pipeline distribution will be discharged to the creek. Creek customers will be supplied with recycled water until demand is fulfilled.
- Proportional Flow to Creek Customers – Recycled water would be distributed as it is generated to fill the North Zone Pump Station tank and to customers with storage facilities. Excess water from the filling the tank and pipeline distribution will be discharged to the creek. Creek customers will be supplied proportionally to volume demanded. This distribution is more theoretical because the creek customer's demands will be fulfilled at the same time. In proportional flow more recycled water is distributed to Gibson Ranch than Cherry Island per hour because the recycled water demand at Gibson Ranch is higher than Cherry Island.

Table 5: Storage Analysis for Alternative C

Scenario	Available RW to Supply to Customers During Low Generation Period	Required Storage at DCWWTP	Peak Flow Distributed through RW Pipeline (gpm)	Rank [a]
PGWWTP				
24-hour Distribution	No	Yes, 2.14 MG	15,825	3 (tie)
15-hour Distribution	No	Yes, 1.97 MG	23,193	3 (tie)
Equal Tank Fill	Yes	None	26,156 [b, e]	1 (tie)
Two Tank Fill	Yes	None	26,156 [b, e]	1 (tie)
Capped Flow Distribution	No [c]	None	16,000	4
DCWWTP				
24-hour Distribution	No	Yes, 1.70 MG	6,782	4
15-hour Distribution	No	Yes, 0.55 MG	6,782	3
Creek Distribution	Yes [d]	None	6,782	1
Proportional Flow to Creek Customers	Yes [d]	None	6,782	2

Footnotes:

a. Qualitative ranking based on analysis of required storage, supply and peak flow distribution.
b. These two scenarios would require a velocity greater than 10 ft/sec in the existing 30" recycled water pipe at the PGWWTP.
c. There is not enough time to fill all UGA tanks within 24 hour period if recycled water distribution is limited to 16,000 gal/min.
d. There is supply deficiency between 5:00 AM and 6:00 AM. From 5:00 AM – 6:00 AM an additional supply of 11,073 gallons is needed. This supply deficit of ~11,000 gallons can be eliminated if customers with storage facilities (like golf courses) are supplied more water during periods of higher recycled water generation
e. This scenario would require control and valve modifications to the West Roseville and North Zone Pump Stations, as well as design modifications to future pump stations.

Criteria used in ranking the distribution scenarios are based on the necessity of required storage at the treatment plant, availability of supply during all hours of the day, and the peak flow being pumped from the treatment plant pump station. Scenarios that do not require storage at the treatment plant rank higher than those that do; additionally, scenarios that do not have available supply for the demand are infeasible. Peak flow from the treatment plant is evaluated to determine pumping requirements. Maximum flow rates may occur for only a few hours a day, however exceeding the proposed design criteria is not recommended.

According to the hydraulic model and the storage analysis, in both the Equal Tank Fill and Two Tank Fill scenarios the maximum flowrate pumped between approximately 12:00 PM and 1:00 AM will exceed the velocity design criteria of 8 ft/sec in the 30" pipe from the PGWWTP pump station to the West Roseville Specific Plan Pump Station. This is assuming all UGAs are receiving the peak day demand at buildout. The velocity in that section of pipe (maximum 12 ft/sec) will be above 8 ft/sec for 13 hours per day and the 10 ft/sec for 4 hours per day. This daily maximum flow will peak during July and a total of four pumps would be needed to maintain pressure at the furthest UGAs from the PGWWTP. To accommodate either of these scenarios, two separate fill valves will be required to each tank at all future pump stations. This design will allow for the flexibility needed to distribute the recycled water supply as necessary.

It was concluded that this maximum flowrate and velocity would not be acceptable. To reduce the amount of flow in the 30" pipe, a new 30" pipe should be installed parallel to the existing pipe from the recycled

water pump station to the junction of the West Roseville Specific Plan pump station. It is recommended to monitor the pipe velocity over time to identify when and the length of time it is over 8 ft/sec. In the future, a parallel pipe can be installed. The 30" parallel pipe is being included as a recommended project. It is recognized that this additional 30" parallel pipe will only be needed at buildout and if the UGAs develop as indicated herein. It is recommended to revisit this analysis approximately every 5 years to confirm the need for this parallel pipe.

Another option to reduce the maximum flow in the 30" pipe is to "shave off" the peak flow rate and pump a maximum of 16,000 gpm from the pump station. Any flow in excess of the 16,000 gpm would be discharged to Pleasant Grove Creek. This would keep the velocity in the pipe around 7.5 ft/sec. This alternative is infeasible because there is not enough recycled water to supply UGA customers with their Peak (July) Day Demand.. Too much recycled water is "shaved off" and sent to the creek. The Two Tank or Equal Tank Fill is the recommended fill scenario.

For DCWWTP, distributing recycled water to the creek customers when available is the best operational scenario. There is enough supply at DCWWTP to serve customers south of the North Zone pump station and the customers from the 24" gravity line. The creek customers have storage ponds; therefore there is flexibility to fill throughout the day. As mentioned in Footnote D from **Table 5**, the demand exceeds supply from 5:00 to 6:00 AM. The supply deficit of 11,073 gallons can be eliminated if customers with storage facilities are supplied extra recycled water during period with excess supply.

2.1.4 Hydraulic Analysis for 24-inch Gravity Line

A hydraulic analysis was completed to determine if the 24" recycled water line from DCWWTP to Morgan Creek Golf Course and Placer Vineyards (PV) could remain a gravity line, as shown in **Attachment B**.. The proposed location of the (PV) recycled water storage tank is on the southwest corner of West Dyer Lane and 16th Street, in the center of UGA. The pipeline alignment used in this analysis through (PV) is along West Dyer Lane. The results of the analysis show the 24" pipe can remain gravity flow with certain limitations. The storage facilities must be filled in 24 hours,. A fill time of 15 hours representing the non-irrigation period is also not possible. A gravity line will limit the City's operational flexibility to supply recycled water. The pipeline also cannot be shut down in the summer months for maintenance or repair.

It is recommended to install a booster pump station at the recycled water pipe stub at Wallerga Road. This will provide the additional head needed to fill the Placer Vineyards tank in a shorter period than 24 hours. It is also recommended to connect the 24" line to the Dry Creek WWTP recycled water pump station or a low head pump to provide pressure for the storage facilities and to two future direct tap customers. The pressurized pipe will allow the City to supply customers with recycled water when it is available. If the 24" line is pressurized from DCWWTP, then the booster pump may not be needed.

3 Alternatives Evaluation

This Section will:

- Present criteria that will be used to evaluate project alternatives identified in Section 2
- Show results of the alternatives evaluation
- Present the alternative that is recommended

3.1 Evaluation Criteria

A set of economic and non-economic criteria addressing specific issues within the planning area will be developed to evaluate the recycled water facilities alternatives. These criteria are found in **Table 6** as follows:

Table 6: Alternative Evaluation Criteria

Criteria	Description
Meets Recycled Water Demand	Ability to meet total recycled water demand
Estimated Cost	Total Capital Costs
Flexibility	Ease with which (1) recycled water can be delivered from either treatment facility to meet demand, (2) SPWA can adapt to changes in planning assumptions regarding future demand patterns, projected resources or other uncertainties, and (3) system can be phased
Ease of Implementation	Ease with which alternative can be permitted and constructed. This also includes easement acquisition and congestion concerns
Adaptability	Degree of synergy with existing recycled water system and ability to adapt to existing recycled water system
Environmental/Social Impacts	Various impacts including risk of impact to biological systems and construction related impacts (i.e. traffic disruptions)

Capital cost for the project alternatives are shown in **Table 7**. A flat cost of $8/LF-in diameter is used for 16" diameter to 30" diameter pipes installed in developing areas, like the UGAs. A cost of $12/LF-in diameter is used for urban areas where there are existing roads and/or pavement. **Table 6** also includes a line item for the connection of the 24" gravity line to the DCWWTP recycled water pump station. The cost only includes the connection; pumping capacity at DCWWTP is addressed in **Table 9**.

Table 7: Economic Assumptions and Unit Costs

Item	Cost [a]
Open Trench Installation	
30" Pipe Installation Cost	$240 /linear foot
24" Pipe Installation Cost	$192 /linear foot
16" Pipe Installation Cost	$128 /linear foot
12" Pipe Installation Cost	$144 /linear foot
Conversion of DCWWTP to pump into 24" gravity line [b]	$60,000
Other Cost Estimate Criteria [c]	
Construction Cost Contingency	30% of pipeline costs
Engineering and Administration	25% of pipeline costs

Footnotes:

a. Unit costs are in October 2005 dollars.
b. Short pipe connection between 24" gravity line and existing recycled water pump station discharge will be required.
c. An overhead markup of 62.5% was applied based on a 30% construction cost contingency a plus a 25% engineering and administration factor to calculate the capital cost. Hence, for budgeting purposes, it is assumed that the contingency and project implementation multiplier is 1.625 (1.00 x 1.30 x 1.25 = 1.625)

3.2 Evaluation Results

3.2.1 Alternatives Evaluation

Preliminary cost estimates based upon economic assumptions in **Table 7** are listed in **Table 8**. Detailed cost estimates for the alternatives can be found in **Attachment C**. Criteria from **Table 6** are used to evaluate the two alternatives and are listed in **Table 8**.

Table 8: Alternatives Evaluation

Evaluation Criteria (from Table 6)	Alternative A – Non-Looped System	Alternative B – Looped System	Alternative C – Flow Through WRSP
Meets Recycled Water Demand	High	High	High
Estimated Cost [a]	$11,002,000	$15,321,000 [b]	$10,883,000 [b]
Flexibility			
Flexibility to supply RW from more than one plant	Medium	High	High
Adapt to changes in planning assumptions	Medium	High	High
Ability for project phasing	Medium	Medium	High
Ease of Implementation			
Ease to be designed, permitted, and constructed	High	Medium	High
Easement Acquisition	High	High	High
Adaptability			
Degree of synergy with existing recycled water system	High	Medium	High
Environmental/Social Impact			
Biological Impacts and Construction Related Impacts	Low	Low	Low
Utility Congestion	Low	Low	Low
Rank [c]	2	3	1

Footnotes:

a. Total capital costs are in October 2005 dollars and include all construction costs, contingencies, and fees.
b. Price includes $60,000 for the retrofit of DCWWTP recycled water pump station to connect the 24" gravity line. Refer to Table 7.
c. Qualitative ranking based on analysis of benefits, risks and degrees of impact.

3.3 Conclusions

Based upon the evaluation presented in **Table 8**, Alternative C is the recommended choice because it is an interconnected system that provides the optimum balance of recycled water supply and demand. Alternative A is a moderately connected system, with Placer Ranch internal recycled water piping connecting to the 30" pipe on Woodcreek Oaks Blvd. Alternative B joins both the north and south sections of the distribution system, but there is a considerable distance between Placer Vineyards demand location and the stub of the 24" gravity line. To connect the two pipes, 14,400 linear feet of pipe would need to be installed and a piping/pumping modification at DCWWTP would need to be constructed with an additional cost of $2.8 million. Both Alternatives A and B have a recycled water demand that exceeds supply.

It is recommended that under typical operating scenarios, customers be supplied recycled water by a particular treatment facility; Alternatives B and C allow operational changes to be made in the pipeline system to move recycled water across the distribution system in response to an atypical operating scenario. Looping the southern portion of the distribution system is less beneficial than connecting PGWWTP through the West Roseville Specific Plan and converted force main because of the pipeline capital costs and the distance of the customers from the pipe. The majority of the customers are in the central potion of Roseville, in close proximity to the North Zone Tank. It would be better to have the operational flexibility in that area rather than on the outskirts of the distribution system.

4 Implementation Plan

The goal of the Recycled Water System Evaluation is to develop a long-term strategy for the ultimate implementation recycled water projects in the region. Numerous tasks would need to take place between the completion of the Systems Evaluation and construction of the ultimate buildout, including conceptual engineering, environmental documentation and permitting, public outreach, funding, financing, design, and construction. This draft implementation plan describes the tasks required to implement the recycled water projects and provides an approximate schedule for their completion. The City's pipeline infrastructure will include the trunk line from the wastewater treatment plant as well as the storage, pumping and distribution of recycled water within the property. Trunk recycled water pipeline sections from the PGWWTP to the Urban Growth Area will be installed by the City and reimbursed by individual land owners. The recycled pipeline will be built according to phasing described in the following sections. Any interim measures/solutions developed by the UGA developers for receiving recycled water will be approved by the City.

4.1 Preferred Alternative

The preferred alternative is Alternative C with recycled water sent from PGWWTP to supply Woodcreek Oaks and Sun City Golf Courses. This system will be described in detail and individual projects will be identified in the following sections. The recycled water system has been divided into projects and is shown in **Figure 7**. Projects are numbered in no particular order, but are organized according to implementation schedule. Projects shown in Figure 7 are listed in **Table 9** with length and diameter of pipe that will be installed. Pipeline costs include contingencies and pump costs include installation. Detailed cost information is found in **Attachment C**.

4.2 Project Phasing

An implementation strategy for each preferred alternative project phase is presented in this section. The phasing of the preferred alternative is summarized as follows:

Phase I – This phase includes the existing recycled water distribution system and existing users. Recycled water is supplied from Dry Creek WWTP. This phase also includes the conversion of 8", 18", and 30" force mains to recycled water pipelines, which is currently in progress. Woodcreek Oaks Golf Course and Sun City Golf Course will be supplied recycled water from the PGWWTP.

Phase II – This phase expands on the current distribution system with the addition of "Existing Near Future Recycled Water Customers" from the RW Market Assessment (RMC, 2005). The new customers will be supplied by Dry Creek WWTP. DCWWTP and the North Zone pump station will install new recycled water pumps.

Phase III – This phase builds from Phase II to include all Urban Growth Areas. Pleasant Grove WWTP will supply recycled water to these customers except for Placer Vineyards. Two additional duty pumps and one standby pump will be added to the PGWWTP recycled water pump station. At the point when the velocity in 30" pipe from the PGWWTP pump station to the West Roseville Pump Station become higher than 8 ft/sec for a hours at a time a new 30" parallel pipe should be constructed. The 24" line supplying Placer Vineyards will be connected to the DCWWTP pump station.

Figure 7: Recommended Projects for Recycled Water Distribution System

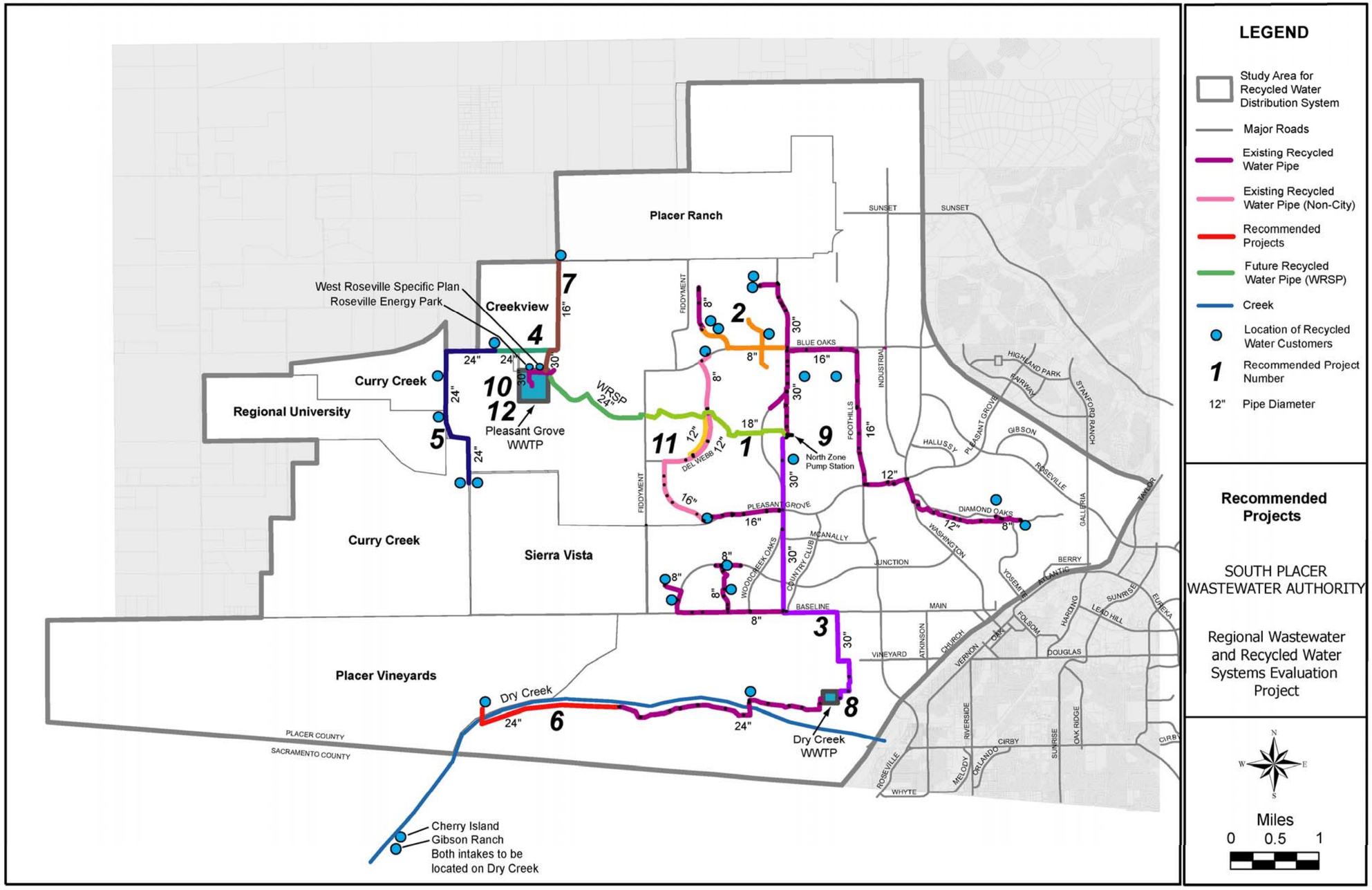


Table 9: Recommended Projects by Phase

Project No.	Description	Size (in.) or flow (gpm)	Length (ft.)	Cost
	Phase I (in Progress) [a]			
1	18" FM Conversion for RW Use from PGWWTP	18"	9,700	n/a
11	Sun City Pipeline from 18" Converted Force Main (with option to supply WOGC and SCGC)	12"	2,700	632,000
2	8" FM Conversion for RW Use	8"	8,900	n/a
3	30" FM Conversion for RW Use South of North Zone Pump Station	30"	19,600	n/a
		Subtotal	**40,900**	**$632,000**
	Phase II (Year 2005 to 2010) [a]			
8	DCWWTP one-50 HP pump	1,900 gpm	-	98,000
9	North Zone PS one-50 HP pump	950 gpm	-	57,000
		Subtotal	**-**	**$155,000**
	Phase III (Year 2010 to 2025) [a]			
4	Creekview Pipeline	24"	3,300	1,030,000
5	Creekview to Curry Creek North	24"	4,600	1,436,000
	Curry Creek North to Regional University	24"	2,100	655,000
	Regional University to Curry Creek South and Sierra Vista	24"	2,300	718,000
6	Placer Vineyards Pipeline	24"	9,100	2,840,000
7	North from PGWWTP to "Tee"	30"	1,400	546,000
	Pipeline from "Tee" to Placer Ranch PS	16"	5,800	1,207,000
10	PGWWTP three-250 HP pumps	15,360 gpm	-	609,000
12	Addition of 30" Pipe at PGWWTP for Maximum Flow Conveyance	30"	1,700	995,000
		Subtotal	**30,300**	**$10,036,000**
Total			**71,200**	**$10,823,000**

Footnotes:

a. Recycled water project phasing depends on development timing.

4.2.1 Phase I

This phase includes the conversion of 8", 18", and 30" sewer force main (FM) to recycled water pipe, which is in progress. The existing 24" recycled water pipe connecting the Dry Creek WWTP with the North Zone Pump Station (NZPS) will be decommissioned and the 30" FM will be used instead. An 18" FM will also be converted connecting the NZPS to Pleasant Grove WWTP via the West Roseville Specific Plan recycled water pipeline. In the northern portion of Roseville, an 8" FM will be converted and connected to an existing 30" recycled water pipe. These are Projects #1 through #3 from Figure 7. It is recommended the FM conversions be completed before the addition of the "Existing Near Future Recycled Water Customers" (referenced from the SPWA Recycled Water Market Assessment) to the network. The pipeline from the converted 18" force main to the Sun City Golf Course pond inlet, Project

#11, will be constructed during this phase. Additionally, once the 30" force main is converted Woodcreek Oaks Golf Course can be connected to the 18" converted force main. Connecting these customers to both PGWWTP and DCWWTP supply will allow the City greater flexibility as both distribution systems are growing.

4.2.2 Phase II

Phase II includes the existing customers and distribution system of Phase I, plus additional recycled water customers as sufficient supply from Dry Creek WWTP is available. Projected wastewater flows from the SPWA Projected WWTP Projected Loadings and Buildout TM 4a, estimates there will be adequate supply in 2012 to provide "Existing Near Future Recycled Water Customers" (identified in the Market Assessment TM) with recycled water. "Existing Near Future Recycled Water Customers" include Cherry Island Golf Course, Diamond Creek Park, Diamond Oaks Park, Eskaton Retirement Community, Fiddyment Park, Free Run Park, Gibson Ranch County Park, Homestead Park, Homestead Elementary School, HP Campus Current Landscaping, HP Rezone, West Roseville Specific Plan, and Woodcreek West Park.

In this phase, the Dry Creek WWTP and North Zone pump stations will need to be upgraded. Projects #8 and #9 specify the addition of one 50 hp pump at DCWWTP and one 50 hp pump at NZPS, respectively. Based on the hydraulic model, these additional pumps will be necessary to maintain a minimum pressure of 10 psi for the furthest customers on the recycled water distribution pipeline. The additional pumps will be required during high flow periods. A volume increase to the North Zone storage tank will not be required.

4.2.3 Phase III

Phase III includes all of the customers in Phase II plus the Urban Growth Areas. New recycled water pipeline installations to Creekview, Curry Creek, Regional University, Sierra Vista, and Placer Ranch are Projects #4, #5, and #7. The Urban Growth Areas will begin construction in 2008 through 2010, with buildout of the recycled water service area estimated to be completed in 2025. Based on the hydraulic model two additional duty pumps and one standby pump will be required at the Pleasant Grove WWTP recycled water pump station. The additional pumps will be required to keep a minimum pressure of 10 psi in the pipeline at the furthest customers and to supply recycled water to the Woodcreek Oaks (WOGC) and Sun City Golf Courses (SCGC). Upgrades to the Pleasant Grove WWTP pump station is Project #10. The installation of a 30" parallel pipe from PGWWTP to the West Roseville Specific Plan pump station (Project #12) should occur when the velocity in the existing 30" line increases over 8 ft/sec. This project should occur before UGA buildout. Recycled water from PGWWTP will be transferred to the WOGC and SCGC through the West Roseville Specific Plan pipeline and the 18" converted force main. A continuation of the 24" pipe will be installed to serve Placer Vineyards, Project #6. The booster pump station at the recycled water pipe stub at Wallerga Road could be installed to produce the hydraulic head to fill the tank in a shorter period than 24 hours.

4.2.4 Urban Growth Area Storage Requirement

UGAs will be required to have a recycled water storage facility with the capacity to store one peak day (July day) demand volume. July demands have been documented in the SPWA Market Assessment TM (RMC, January 2008). The minimum storage tank volume required for each UGA is listed in **Table 10**.

Table 10: Minimum Required Storage Volumes

UGA	Minimum Tank Volume (MG)
Brookfield	0.94
Creekview & Panhandle	1.25
Curry Creek North	0.78
Curry Creek South	3.33
Placer Ranch	3.34
Placer Vineyards	3.50
Regional University	1.72
Sierra Vista	2.46

4.3 Permitting

The State Water Resources Control Board (SWRCB) and the State Department of Health Services (DHS) have regulatory and permitting authority over recycled water projects in the State of California. The City of Roseville must have a Master Water Reclamation Permit from the Central Valley Regional Water Quality Control Board (RWQCB). The City has Master Reclamation Permit No. 97-147, and it is understood that a new permit has been adopted by the Regional Board recently.

4.4 Funding

The following are the possible funding sources for the projects in this report:

- Connection Fees – Currently, the City does not collect a connection fee for recycled water connections. A connection fee analysis could be performed and connection fees collected would fund regional facilities necessary to serve new developments.
- Developer/Community Facilities District – In this financing scenario, developer funded community facilities would be shared through reimbursement agreements.

4.4.1 Pipelines to Urban Growth Areas

Recycled water pipeline to the UGAs will be paid for by the Urban Growth Area developers. Individual UGA developers will be responsible for the construction of the recycled water transmission pipeline from the upstream UGA to their connection point with a pipe diameter appropriate to the peak day July recycled water demand. UGAs will also be responsible for upsizing recycled water pipe upstream of their location. As an example, Curry Creek North will need an 8” pipe to deliver recycled water. The 8” section of pipe connecting Creekview downstream to Curry Creek North will be paid for by Curry Creek North. Since 3 UGAs are downstream, the 8” pipe will need to be upsized to a 24” pipe. The upsizing cost will be split amongst the other 3 UGAs proportional to their recycled water demand. This process is continued down the recycled water pipe to Curry the Creek South/Sierra Vista connection point. Since Placer Vineyards is the only user on the pipe after the Morgan Creek Golf Course connection point, Placer Vineyards will pay the full installation cost of the 24” pipe. Further details of pipeline costs are found in **Attachment D**. Developers will be required to reimburse the City (or other funding party) if the transmission pipeline is built before the UGA undergoes construction.

4.5 CEQA/NEPA Compliance

CEQA review will be conducted by the City of Roseville for Regional Facilities. Mainly construction-related impacts will be addressed in the CEQA review. Urban Growth Area CEQA/NEPA review will be the responsibility of the UGA developers. The letter from the City of Roseville to Jim Durfee dated April 26, 2005 provides guidance for the preparation of environmental impact documents, consistent with the requirements of the California Environmental Quality Act (CEQA).

5 Bibliography

RMC Water and Environment. Sacramento Regional County Sanitation District (SRCSD) Recycled Water Satellite Facility Study, June 2004.

RMC Water and Environment. SPWA Recycled Water Market Assessment, November 2005.

Attachment A

Storage Analysis

Pleasant Grove Wastewater Treatment Plant Supply Analysis for Alternative C

24-hour Recycled Water Distribution

Hour	Effluent Flow into Chlorine Contact Basin (gal)	Flow to NZ Tank for WOGC & SCGC (gal)	Roseville Energy Park (gal)	Brookfield (gal)	Curry Creek North (gal)	Curry Creek South (gal)	Regional University (gal)	Placer Ranch (gal)	Creekview (gal)	Sierra Vista (gal)	WRSP (gal)	Recycled Water sent to Creek (gal)	Flow Leaving Plant to be pumped in distribution system (gpm)	Supply and Demand Check
		gpd 2,200,756	gpd 1,584,000	gpd 940,000	gpd 776,816	gpd 3,333,321	gpd 1,720,000	gpd 3,340,000	gpd 1,250,000	gpd 2,460,000	gpd 3,862,911			
6:00	524,393	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	0	15,825	-425,118
7:00	495,114	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	0	15,825	-454,396
8:00	535,354	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	0	15,825	-414,157
9:00	666,840	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	0	15,825	-282,671
10:00	852,098	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	0	15,825	-97,413
11:00	971,019	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	21,508	15,825	0
12:00	1,213,621	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	264,111	15,825	0
13:00	1,257,452	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	307,941	15,825	0
14:00	1,189,343	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	239,832	15,825	0
15:00	1,299,146	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	349,635	15,825	0
16:00	1,257,229	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	307,718	15,825	0
17:00	1,202,861	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	253,350	15,825	0
18:00	1,128,692	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	179,182	15,825	0
19:00	1,390,748	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	441,237	15,825	0
20:00	1,563,137	146,717	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	613,627	15,825	0
21:00	1,569,379	0	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	766,585	13,380	0
22:00	1,492,147	0	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	689,354	13,380	0
23:00	1,165,859	0	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	363,065	13,380	0
0:00	1,178,080	0	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	375,286	13,380	0
1:00	1,020,537	0	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	217,743	13,380	0
2:00	839,464	0	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	36,671	13,380	0
3:00	747,830	0	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	0	13,380	-54,964
4:00	635,130	0	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	0	13,380	-167,664
5:00	561,868	0	66,000	39,167	32,367	138,888	71,667	139,167	52,083	102,500	160,955	0	13,380	-240,926
Totals	**24,757,340**	**2,200,756**	**1,584,000**	**940,000**	**776,816**	**3,333,321**	**1,720,000**	**3,340,000**	**1,250,000**	**2,460,000**	**3,862,911**	**5,426,845**		

Pleasant Grove Wastewater Treatment Plant Supply Analysis for Alternative C

15-hour Recycled Water Distribution

Hour	Effluent Flow into Chlorine Contact Basin (gal)	gpd 2,200,756 Flow to NZ Tank for WOGC & SCGC (gal)	gpd 1,584,000 Roseville Energy Park (gal)	gpd 940,000 Brookfield (gal)	gpd 776,816 Curry Creek North (gal)	gpd 3,333,321 Curry Creek South (gal)	gpd 1,720,000 Regional University (gal)	gpd 3,340,000 Placer Ranch (gal)	gpd 1,250,000 Creekview (gal)	gpd 2,460,000 Sierra Vista (gal)	gpd 3,862,911 WRSP (gal)	Recycled Water sent to Creek (gal)	Flow Leaving Plant to be pumped in distribution system (gpm)	Supply and Demand Check
6:00	524,393	146,717	66,000		0	0	0	0	0	0	0	311,676	3,545	0
7:00	495,114	146,717	66,000		0	0	0	0	0	0	0	282,397	3,545	0
8:00	535,354	146,717	66,000		0	0	0	0	0	0	0	322,637	3,545	0
9:00	666,840	146,717	66,000		0	0	0	0	0	0	0	454,123	3,545	0
10:00	852,098	146,717	66,000		0	0	0	0	0	0	0	639,381	3,545	0
11:00	971,019	146,717	66,000		0	0	0	0	0	0	0	758,302	3,545	0
12:00	1,213,621	146,717	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	20,227	-177,966
13:00	1,257,452	146,717	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	20,958	-134,135
14:00	1,189,343	146,717	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	19,822	-202,244
15:00	1,299,146	146,717	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	21,652	-92,441
16:00	1,257,229	146,717	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	20,954	-134,358
17:00	1,202,861	146,717	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	20,048	-188,726
18:00	1,128,692	146,717	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	18,812	-262,895
19:00	1,390,748	146,717	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	23,179	-839
20:00	1,563,137	146,717	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	171,551	23,193	0
21:00	1,569,379	0	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	324,509	20,748	0
22:00	1,492,147	0	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	247,277	20,748	0
23:00	1,165,859	0	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	19,431	-79,011
0:00	1,178,080	0	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	19,635	-66,790
1:00	1,020,537	0	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	17,009	-224,333
2:00	839,464	0	66,000	62,667	51,788	222,221	114,667	222,667	83,333	164,000	257,527	0	13,991	-405,405
3:00	747,830	0	66,000		0	0	0	0	0	0	0	681,830	1,100	0
4:00	635,130	0	66,000		0	0	0	0	0	0	0	569,130	1,100	0
5:00	561,868	0	66,000		0	0	0	0	0	0	0	495,868	1,100	0
Totals	**24,757,340**	**2,200,756**	**1,584,000**	**940,000**	**776,816**	**3,333,321**	**1,720,000**	**3,340,000**	**1,250,000**	**2,460,000**	**3,862,911**	**5,258,680**		

Pleasant Grove Wastewater Treatment Plant Supply Analysis for Alternative C

Equal Tank Fill

		gpd 2,200,756	gpd 1,584,000	gpd 940,000	gpd 776,816	gpd 3,333,321	gpd 1,720,000	gpd 3,340,000	gpd 1,250,000	gpd 2,460,000	gpd 3,862,911			
Hour	Effluent Flow into Chlorine Contact Basin (gal)	Flow to NZ Tank for WOGC & SCGC (gal)	Roseville Energy Park (gal)	Brookfield (gal)	Curry Creek North (gal)	Curry Creek South (gal)	Regional University (gal)	Placer Ranch (gal)	Creekview & Panhandle (gal)	Sierra Vista (gal)	WRSP (gal)	Recycled Water sent to Creek (gal)	Flow Leaving Plant to be pumped in distribution system (gpm)	Supply and Demand Check
6:00	524,393	146,717	66,000	38,959	38,959	38,959	38,959	38,959	38,959	38,959	38,959	0	8,740	0
7:00	495,114	146,717	66,000	35,300	35,300	35,300	35,300	35,300	35,300	35,300	35,300	0	8,252	0
8:00	535,354	146,717	66,000	40,330	40,330	40,330	40,330	40,330	40,330	40,330	40,330	0	8,923	0
9:00	666,840	146,717	66,000	56,765	56,765	56,765	56,765	56,765	56,765	56,765	56,765	0	11,114	0
10:00	852,098	146,717	66,000	79,923	79,923	79,923	79,923	79,923	79,923	79,923	79,923	0	14,202	0
11:00	971,019	146,717	66,000	94,788	94,788	94,788	94,788	94,788	94,788	94,788	94,788	0	16,184	0
12:00	1,213,621	146,717	66,000	125,113	125,113	125,113	125,113	125,113	125,113	125,113	125,113	0	20,227	0
13:00	1,257,452	146,717	66,000	130,592	130,592	130,592	130,592	130,592	130,592	130,592	130,592	0	20,958	0
14:00	1,189,343	146,717	66,000	122,078	122,078	122,078	122,078	122,078	122,078	122,078	122,078	0	19,822	0
15:00	1,299,146	146,717	66,000	135,804	135,804	135,804	135,804	135,804	135,804	135,804	135,804	0	21,652	0
16:00	1,257,229	146,717	66,000	149,216		149,216	149,216	149,216	149,216	149,216	149,216	0	20,954	0
17:00	1,202,861	146,717	66,000			165,024	165,024	165,024	165,024	165,024	165,024	0	20,048	0
18:00	1,128,692	146,717	66,000			183,195	183,195	183,195		183,195	183,195	0	18,812	0
19:00	1,390,748	146,717	66,000			235,606	235,606	235,606		235,606	235,606	0	23,179	0
20:00	1,563,137	146,717	66,000			270,084	270,084	270,084		270,084	270,084	0	26,052	0
21:00	1,569,379	0	66,000			375,845		375,845		375,845	375,845	0	26,156	0
22:00	1,492,147	0	66,000			356,537		356,537		356,537	356,537	0	24,869	0
23:00	1,165,859	0	66,000			366,620		366,620			366,620	0	19,431	0
0:00	1,178,080	0	66,000			370,693		370,693			370,693	0	19,635	0
1:00	1,020,537	0	66,000								954,537	0	17,009	0
2:00	839,464	0	66,000									773,464	1,100	0
3:00	747,830	0	66,000									681,830	1,100	0
4:00	635,130	0	66,000									569,130	1,100	0
5:00	561,868	0	66,000									495,868	1,100	0
Totals	**24,757,340**	**2,200,756**	**1,584,000**	**1,008,867**	**859,651**	**3,332,471**	**1,862,776**	**3,332,471**	**1,173,891**	**2,595,158**	**4,287,008**	**2,520,292**		

Pleasant Grove Wastewater Treatment Plant Supply Analysis for Alternative C

Two Tank Fill

Hour	Effluent Flow into Chlorine Contact Basin (gal)	Flow to NZ Tank for WOGC & SCGC (gal)	Roseville Energy Park (gal)	Brookfield (gal)	Curry Creek North (gal)	Curry Creek South (gal)	Regional University (gal)	Placer Ranch (gal)	Creekview & Panhandle (gal)	Sierra Vista (gal)	WRSP (gal)	Recycled Water sent to Creek (gal)	Flow Leaving Plant to be pumped in distribution system (gpm)	Supply and Demand Check
		gpd 2,200,756	gpd 1,584,000	gpd 940,000	gpd 776,816	gpd 3,333,321	gpd 1,720,000	gpd 3,340,000	gpd 1,250,000	gpd 2,460,000	gpd 3,862,911			
6:00	524,393	146,717	66,000	155,838	155,838							0	8,740	0
7:00	495,114	146,717	66,000	141,199	141,199							0	8,252	0
8:00	535,354	146,717	66,000	161,318	161,318							0	8,923	0
9:00	666,840	146,717	66,000	227,061	227,061							0	11,114	0
10:00	852,098	146,717	66,000	319,690			319,690					0	14,202	0
11:00	971,019	146,717	66,000				379,151	379,151				0	16,184	0
12:00	1,213,621	146,717	66,000				500,452	500,452				0	20,227	0
13:00	1,257,452	146,717	66,000				522,367	522,367				0	20,958	0
14:00	1,189,343	146,717	66,000					488,313	488,313			0	19,822	0
15:00	1,299,146	146,717	66,000					543,215	543,215			0	21,652	0
16:00	1,257,229	146,717	66,000					522,256	522,256			0	20,954	0
17:00	1,202,861	146,717	66,000			495,072		495,072				0	20,048	0
18:00	1,128,692	146,717	66,000			457,988				457,988		0	18,812	0
19:00	1,390,748	146,717	66,000			589,015				589,015		0	23,179	0
20:00	1,563,137	146,717	66,000			675,210				675,210		0	26,052	0
21:00	1,569,379	0	66,000			751,689				751,689		0	26,156	0
22:00	1,492,147	0	66,000			713,074					713,074	0	24,869	0
23:00	1,165,859	0	66,000								1,099,859	0	19,431	0
0:00	1,178,080	0	66,000								1,112,080	0	19,635	0
1:00	1,020,537	0	66,000								954,537	0	17,009	0
2:00	839,464	0	66,000									773,464	1,100	0
3:00	747,830	0	66,000									681,830	1,100	0
4:00	635,130	0	66,000									569,130	1,100	0
5:00	561,868	0	66,000									495,868	1,100	0
Totals	**24,757,340**	**2,200,756**	**1,584,000**	**1,005,107**	**685,416**	**3,682,048**	**1,721,661**	**3,450,826**	**1,553,783**	**2,473,903**	**3,879,549**	**2,520,292**		

Pleasant Grove Wastewater Treatment Plant Supply Analysis for Alternative C

Capped Flow of 16,000 gpm

Max flow 16,000 gpm		gpd	gpd	gpd	gpd	gpd	gpd	gpd	gpd	gpd	gpd			
Max flow 960,000 gal/hr		2,200,756	1,584,000	940,000	776,816	3,333,321	1,720,000	3,340,000	1,250,000	2,460,000	3,862,911			
Hour	Effluent Flow into Chlorine Contact Basin (gal)	Flow to NZ Tank for WOGC & SCGC (gal)	Roseville Energy Park (gal)	Brookfield (gal)	Curry Creek North (gal)	Curry Creek South (gal)	Regional University (gal)	Placer Ranch (gal)	Creekview (gal)	Sierra Vista (gal)	WRSP (gal)	Recycled Water sent to Creek (gal)	Flow Leaving Plant to be pumped in distribution system (gpm)	Supply and Demand Check
6:00	524,393	146,717	66,000	38,959	38,959	38,959	38,959	38,959	38,959	38,959	38,959	0	8,740	0
7:00	495,114	146,717	66,000	35,300	35,300	35,300	35,300	35,300	35,300	35,300	35,300	0	8,252	0
8:00	535,354	146,717	66,000	40,330	40,330	40,330	40,330	40,330	40,330	40,330	40,330	0	8,923	0
9:00	666,840	146,717	66,000	56,765	56,765	56,765	56,765	56,765	56,765	56,765	56,765	0	11,114	0
10:00	852,098	146,717	66,000	79,923	79,923	79,923	79,923	79,923	79,923	79,923	79,923	0	14,202	0
11:00	971,019	146,717	66,000	93,410	93,410	93,410	93,410	93,410	93,410	93,410	93,410	11,019	16,000	0
12:00	1,213,621	146,717	66,000	93,410	93,410	93,410	93,410	93,410	93,410	93,410	93,410	253,621	16,000	0
13:00	1,257,452	146,717	66,000	93,410	93,410	93,410	93,410	93,410	93,410	93,410	93,410	297,452	16,000	0
14:00	1,189,343	146,717	66,000	93,410	93,410	93,410	93,410	93,410	93,410	93,410	93,410	229,343	16,000	0
15:00	1,299,146	146,717	66,000	93,410	93,410	93,410	93,410	93,410	93,410	93,410	93,410	339,146	16,000	0
16:00	1,257,229	146,717	66,000	93,410	93,410	93,410	93,410	93,410	93,410	93,410	93,410	297,229	16,000	0
17:00	1,202,861	146,717	66,000	106,755		106,755	106,755	106,755	106,755	106,755	106,755	242,861	16,000	0
18:00	1,128,692	146,717	66,000	106,755		106,755	106,755	106,755	106,755	106,755	106,755	168,692	16,000	0
19:00	1,390,748	146,717	66,000			124,547	124,547	124,547	124,547	124,547	124,547	430,748	16,000	0
20:00	1,563,137	146,717	66,000			124,547	124,547	124,547	124,547	124,547	124,547	603,137	16,000	0
21:00	1,569,379	0	66,000			178,800	178,800	178,800		178,800	178,800	609,379	16,000	0
22:00	1,492,147	0	66,000			178,800	178,800	178,800		178,800	178,800	532,147	16,000	0
23:00	1,165,859	0	66,000			178,800	178,800	178,800		178,800	178,800	205,859	16,000	0
0:00	1,178,080	0	66,000			223,500		223,500		223,500	223,500	218,080	16,000	0
1:00	1,020,537	0	66,000			223,500		223,500		223,500	223,500	60,537	16,000	0
2:00	839,464	0	66,000			193,366		193,366		193,366	193,366	0	13,991	0
3:00	747,830	0	66,000			227,277		227,277			227,277	0	12,464	0
4:00	635,130	0	66,000			189,710		189,710			189,710	0	10,585	0
5:00	561,868	0	66,000			165,289		165,289			165,289	0	9,364	0
Totals	**24,757,340**	**2,200,756**	**1,584,000**	**1,025,248**	**811,739**	**3,033,384**	**1,810,743**	**3,033,384**	**1,274,343**	**2,451,109**	**3,033,384**	**4,499,250**		

Dry Creek Wastewater Treatment Plant Recycled Water Supply Analysis for Alternative C

24-hour Distribution

Hour	Effluent Flow into Chlorine Contact Basin (gal)	RW Pumped to North & South Zone (gal)	gpd 4,747,168 Flow in 24" RW Line (gal)	gpd 1,103,689 Recycled Water to Cherry Island (gal)	gpd 2,876,213 Recycled Water to Gibson Ranch (gal)	gpd 4,000,000 Flow to meet min. Fish and Game Req. (gal)	Excess flow in Creek (gal)	Total Flow Down the Creek (gal)	Flow Leaving Plant into distribution system (gal/hr)	Flow Leaving Plant (gal/min)	Supply and Demand Check
6:00	369,449	32,500	197,799	45,987	119,842	166,666	0	332,495	230,299	3,838	-193,345
7:00	348,822	32,500	197,799	45,987	119,842	166,666	0	332,495	230,299	3,838	-213,972
8:00	377,171	32,500	197,799	45,987	119,842	166,666	0	332,495	230,299	3,838	-185,623
9:00	469,807	32,500	197,799	45,987	119,842	166,666	0	332,495	230,299	3,838	-92,987
10:00	600,326	32,500	197,799	45,987	119,842	166,666	37,532	370,027	230,299	3,838	0
11:00	684,109	32,500	197,799	45,987	119,842	166,666	121,315	453,811	230,299	3,838	0
12:00	855,029	32,500	197,799	45,987	119,842	166,666	292,235	624,730	230,299	3,838	0
13:00	885,909	32,500	197,799	45,987	119,842	166,666	323,115	655,610	230,299	3,838	0
14:00	837,924	32,500	197,799	45,987	119,842	166,666	275,130	607,625	230,299	3,838	0
15:00	915,284	32,500	197,799	45,987	119,842	166,666	352,490	684,985	230,299	3,838	0
16:00	885,752	32,500	197,799	45,987	119,842	166,666	322,958	655,453	230,299	3,838	0
17:00	847,448	32,500	197,799	45,987	119,842	166,666	284,654	617,149	230,299	3,838	0
18:00	795,194	32,500	197,799	45,987	119,842	166,666	232,400	564,896	230,299	3,838	0
19:00	979,819	32,500	197,799	45,987	119,842	166,666	417,026	749,521	230,299	3,838	0
20:00	1,101,273	32,500	197,799	45,987	119,842	166,666	538,479	870,974	230,299	3,838	0
21:00	1,105,670	209,125	197,799	45,987	119,842	166,666	366,251	698,746	406,924	6,782	0
22:00	1,051,258	209,125	197,799	45,987	119,842	166,666	311,839	644,335	406,924	6,782	0
23:00	821,379	209,125	197,799	45,987	119,842	166,666	81,960	414,456	406,924	6,782	0
0:00	829,989	209,125	197,799	45,987	119,842	166,666	90,570	423,065	406,924	6,782	0
1:00	718,996	209,125	197,799	45,987	119,842	166,666	0	332,495	406,924	6,782	-20,423
2:00	591,425	209,125	197,799	45,987	119,842	166,666	0	332,495	406,924	6,782	-147,994
3:00	526,866	209,125	197,799	45,987	119,842	166,666	0	332,495	406,924	6,782	-212,553
4:00	447,466	209,125	197,799	45,987	119,842	166,666	0	332,495	406,924	6,782	-291,953
5:00	395,851	209,125	197,799	45,987	119,842	166,666	0	332,495	406,924	6,782	-343,568
Totals	**17,442,217**	**2,369,625**	**4,747,168**	**1,103,689**	**2,876,213**	**3,999,984**	**4,047,954**	**12,027,840**			

Dry Creek Wastewater Treatment Plant Recycled Water Supply Analysis for Alternative C

15-hour Distribution

Hour	Effluent Flow into Chlorine Contact Basin (gal)	RW Pumped to North & South Zone (gal)	gpd 4,747,168 Flow in 24" RW Line (gal)	gpd 1,103,689 Recycled Water to Cherry Island (gal)	gpd 2,876,213 Recycled Water to Gibson Ranch (gal)	gpd 4,000,000 Flow to meet min. Fish and Game Req. (gal)	Excess flow in Creek (gal)	Total Flow Down the Creek (gal)	Flow Leaving Plant into distribution system (gal/hr)	Flow Leaving Plant (gal/min)	Supply and Demand Check
6:00	369,449	32,500	197,799	0	0	0	139,150	139,150	230,299	3,838	0
7:00	348,822	32,500	197,799	0	0	0	118,523	118,523	230,299	3,838	0
8:00	377,171	32,500	197,799	0	0	0	146,873	146,873	230,299	3,838	0
9:00	469,807	32,500	197,799	0	0	0	239,508	239,508	230,299	3,838	0
10:00	600,326	32,500	197,799	0	0	0	370,027	370,027	230,299	3,838	0
11:00	684,109	32,500	197,799	73,579	191,748	266,667	0	531,993	230,299	3,838	-78,183
12:00	855,029	32,500	197,799	73,579	191,748	266,667	92,737	624,730	230,299	3,838	0
13:00	885,909	32,500	197,799	73,579	191,748	266,667	123,617	655,610	230,299	3,838	0
14:00	837,924	32,500	197,799	73,579	191,748	266,667	75,632	607,625	230,299	3,838	0
15:00	915,284	32,500	197,799	73,579	191,748	266,667	152,992	684,985	230,299	3,838	0
16:00	885,752	32,500	197,799	73,579	191,748	266,667	123,459	655,453	230,299	3,838	0
17:00	847,448	32,500	197,799	73,579	191,748	266,667	85,156	617,149	230,299	3,838	0
18:00	795,194	32,500	197,799	73,579	191,748	266,667	32,902	564,896	230,299	3,838	0
19:00	979,819	32,500	197,799	73,579	191,748	266,667	217,527	749,521	230,299	3,838	0
20:00	1,101,273	32,500	197,799	73,579	191,748	266,667	338,981	870,974	230,299	3,838	0
21:00	1,105,670	209,125	197,799	73,579	191,748	266,667	166,753	698,746	406,924	6,782	0
22:00	1,051,258	209,125	197,799	73,579	191,748	266,667	112,341	644,335	406,924	6,782	0
23:00	821,379	209,125	197,799	73,579	191,748	266,667	0	531,993	406,924	6,782	-117,538
0:00	829,989	209,125	197,799	73,579	191,748	266,667	0	531,993	406,924	6,782	-108,928
1:00	718,996	209,125	197,799	73,579	191,748	266,667	0	531,993	406,924	6,782	-219,921
2:00	591,425	209,125	197,799	0	0	0	184,502	184,502	406,924	6,782	0
3:00	526,866	209,125	197,799	0	0	0	119,943	119,943	406,924	6,782	0
4:00	447,466	209,125	197,799	0	0	0	40,543	40,543	406,924	6,782	0
5:00	395,851	209,125	197,799	0	0	0	0	0	406,924	6,782	-11,073
Totals	**17,442,217**	**2,369,625**	**4,747,168**	**1,103,689**	**2,876,213**	**4,000,000**	**2,881,165**	**10,861,067**			

Dry Creek Wastewater Treatment Plant Recycled Water Supply Analysis for Alternative C

Creek Distribution

Hour	Effluent Flow into Chlorine Contact Basin (gal)	RW Pumped to North & South Zone (gal)	Flow in 24" RW Line (gal) gpd 4,747,168	Recycled Water to Cherry Island (gal) gpd 1,103,689	Recycled Water to Gibson Ranch (gal) gpd 2,876,213	Flow to meet min. Fish and Game Req. (gal) gpd 4,000,000	Excess flow in Creek (gal)	Total Flow Down the Creek (gal)	Flow Leaving Plant into distribution system (gal/hr)	Flow Leaving Plant (gal/min)	Supply and Demand Check
6:00	369,449	32,500	197,799	46,383	46,383	46,383	0	139,150	230,299	3,838	0
7:00	348,822	32,500	197,799	39,508	39,508	39,508	0	118,523	230,299	3,838	0
8:00	377,171	32,500	197,799	48,958	48,958	48,958	0	146,873	230,299	3,838	0
9:00	469,807	32,500	197,799	79,836	79,836	79,836	0	239,508	230,299	3,838	0
10:00	600,326	32,500	197,799	123,342	123,342	123,342	0	370,027	230,299	3,838	0
11:00	684,109	32,500	197,799	151,270	151,270	151,270	0	453,811	230,299	3,838	0
12:00	855,029	32,500	197,799	208,243	208,243	208,243	0	624,730	230,299	3,838	0
13:00	885,909	32,500	197,799	218,537	218,537	218,537	0	655,610	230,299	3,838	0
14:00	837,924	32,500	197,799	202,542	202,542	202,542	0	607,625	230,299	3,838	0
15:00	915,284	32,500	197,799	228,328	228,328	228,328	0	684,985	230,299	3,838	0
16:00	885,752	32,500	197,799		327,726	327,726	0	655,453	230,299	3,838	0
17:00	847,448	32,500	197,799		308,575	308,575	0	617,149	230,299	3,838	0
18:00	795,194	32,500	197,799		282,448	282,448	0	564,896	230,299	3,838	0
19:00	979,819	32,500	197,799		374,760	374,760	0	749,521	230,299	3,838	0
20:00	1,101,273	32,500	197,799		435,487	435,487	0	870,974	230,299	3,838	0
21:00	1,105,670	209,125	197,799		349,373	349,373	0	698,746	406,924	6,782	0
22:00	1,051,258	209,125	197,799			644,335	0	644,335	406,924	6,782	0
23:00	821,379	209,125	197,799			414,456	0	406,924	406,924	6,782	0
0:00	829,989	209,125	197,799				423,065	1,253,055	406,924	6,782	0
1:00	718,996	209,125	197,799				312,072	1,031,068	406,924	6,782	0
2:00	591,425	209,125	197,799				184,502	775,927	406,924	6,782	0
3:00	526,866	209,125	197,799				119,943	646,809	406,924	6,782	0
4:00	447,466	209,125	197,799				40,543	488,009	406,924	6,782	0
5:00	395,851	209,125	197,799				0	395,851	406,924	6,782	-11,073
Totals	**17,442,217**	**2,369,625**	**4,747,168**	**1,346,948**	**3,425,317**	**4,484,107**	**1,080,125**	**13,839,559**			

Dry Creek Wastewater Treatment Plant Recycled Water Supply Analysis for Alternative C

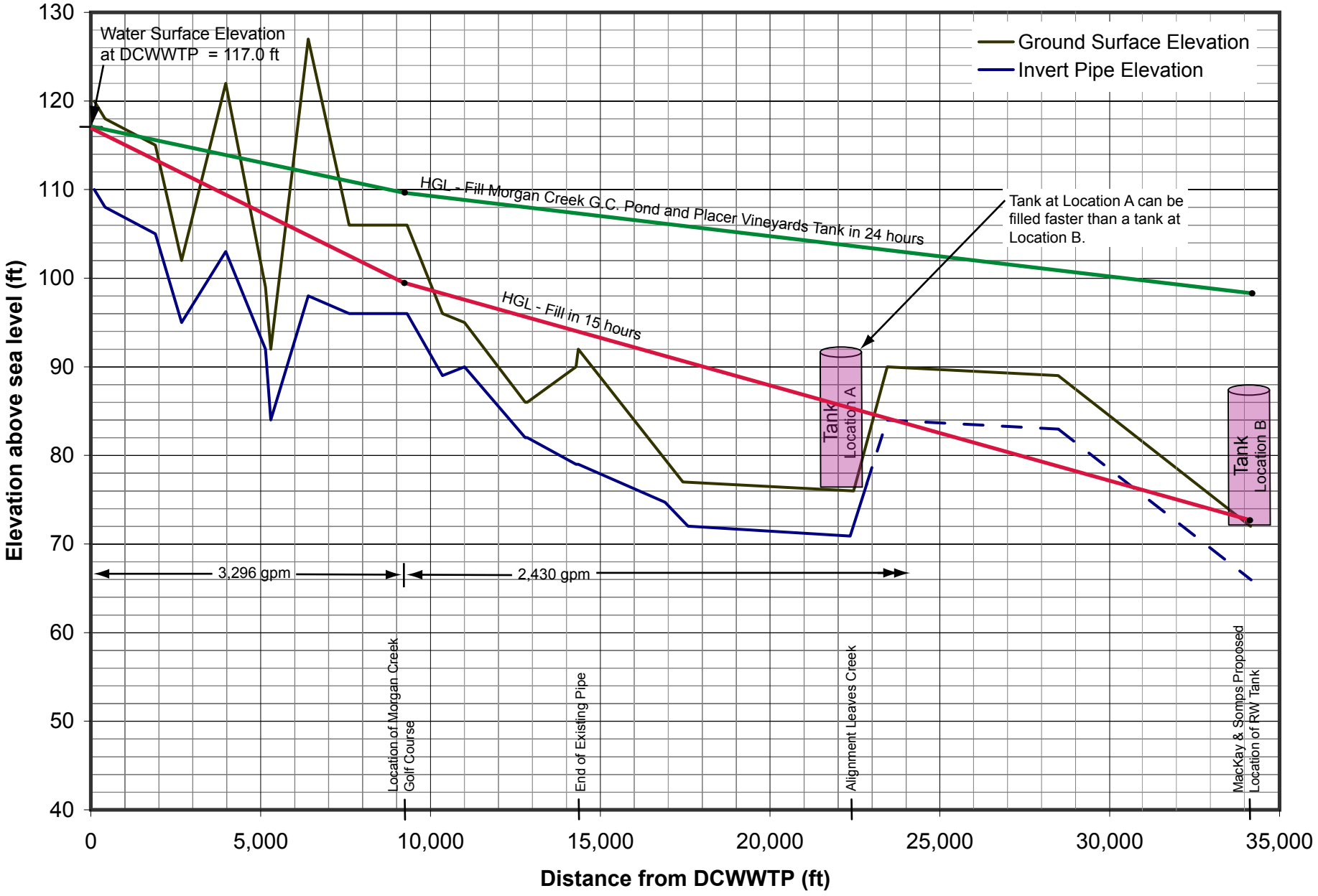
Proportional Flow to Creek Customers

		7,979,902	gpd 4,747,168	gpd 1,103,689 0.14	gpd 2,876,213 0.36	gpd 4,000,000 0.50					
Hour	Effluent Flow into Chlorine Contact Basin (gal)	RW Pumped to North & South Zone (gal)	Flow in 24" RW Line (gal)	Recycled Water to Cherry Island (gal)	Recycled Water to Gibson Ranch (gal)	Flow to meet min. Fish and Game Req. (gal)	Excess flow in Creek (gal)	Total Flow Down the Creek (gal)	Flow Leaving Plant into distribution system (gal/hr)	Flow Leaving Plant (gal/min)	Supply and Demand Check
6:00	369,449	32,500	197,799				139,150	139,150	230,299	3,838	0
7:00	348,822	32,500	197,799				118,523	118,523	230,299	3,838	0
8:00	377,171	32,500	197,799				146,873	146,873	230,299	3,838	0
9:00	469,807	32,500	197,799	33,126	86,326	120,056	0	239,508	230,299	3,838	0
10:00	600,326	32,500	197,799	51,178	133,370	185,480	0	370,027	230,299	3,838	0
11:00	684,109	32,500	197,799	62,766	163,568	227,477	0	453,811	230,299	3,838	0
12:00	855,029	32,500	197,799	86,406	225,173	313,152	0	624,730	230,299	3,838	0
13:00	885,909	32,500	197,799	90,677	236,303	328,631	0	655,610	230,299	3,838	0
14:00	837,924	32,500	197,799	84,040	219,008	304,578	0	607,625	230,299	3,838	0
15:00	915,284	32,500	197,799	94,739	246,891	343,355	0	684,985	230,299	3,838	0
16:00	885,752	32,500	197,799	90,655	236,246	328,552	0	655,453	230,299	3,838	0
17:00	847,448	32,500	197,799	85,357	222,440	309,352	0	617,149	230,299	3,838	0
18:00	795,194	32,500	197,799	78,130	203,607	283,159	0	564,896	230,299	3,838	0
19:00	979,819	32,500	197,799	103,665	270,151	375,704	0	749,521	230,299	3,838	0
20:00	1,101,273	32,500	197,799	120,463	313,927	436,584	0	870,974	230,299	3,838	0
21:00	1,105,670	209,125	197,799	96,643	251,851	350,253	0	698,746	406,924	6,782	0
22:00	1,051,258	209,125	197,799				644,335	644,335	406,924	6,782	0
23:00	821,379	209,125	197,799				414,456	414,456	406,924	6,782	0
0:00	829,989	209,125	197,799				423,065	423,065	406,924	6,782	0
1:00	718,996	209,125	197,799				312,072	312,072	406,924	6,782	0
2:00	591,425	209,125	197,799				184,502	184,502	406,924	6,782	0
3:00	526,866	209,125	197,799				119,943	119,943	406,924	6,782	0
4:00	447,466	209,125	197,799				0	0	406,924	6,782	0
5:00	395,851	209,125	197,799				0	0	406,924	6,782	-11,073
Totals	**17,442,217**	**2,369,625**	**4,747,168**	**1,077,844**	**2,808,860**	**3,906,332**	**2,502,918**	**10,295,954**			

Attachment B

24-inch Gravity Line Hydraulic Analysis

Hydraulic Analysis of 24" RW Pipe from DCWWTP to Placer Vineyards Recycled Water Tank



Attachment C

Detailed Cost Analysis

Preliminary Construction Cost Estimate for
Recycled Water System Evaluation Improvements
Alternative A

Project No.	Capital Construction Item	Size	Length	Unit Cost[1]	OH Factor[2]	Total Amount
1	18" FM Converted for RW Use from PGWWTP	18 in.	9,700 ft			n/a
1 Total			**9,700 ft**			
2	8" FM Converted for RW Use	8 in.	8,900 ft			n/a
2 Total			**8,900 ft**			
3	30" FM Converted for RW Use South of NZPS	30 in.	19,600 ft			n/a
3 Total			**19,600 ft**			
4	Creekview Pipeline	24 in.	3,300 ft	192 $/LF	1.625	$ 1,029,600
4 Total			**3,300 ft**			**$ 1,030,000**
5	Creekview to Curry Creek North	24 in.	4,600 ft	192 $/LF	1.625	$ 1,435,200
	Curry Creek North to Regional University	24 in.	2,100 ft	192 $/LF	1.625	$ 655,200
	Regional Univ. to Curry Creek S. & Sierra Vista	24 in.	8,100 ft	192 $/LF	1.625	$ 2,527,200
5 Total			**14,800 ft**			**$ 4,618,000**
6	Placer Vineyards Pipeline	24 in.	4,900 ft	192 $/LF	1.625	$ 1,528,800
6 Total			**4,900 ft**			**$ 1,529,000**
7	North from PGWWTP to "Tee"	30 in.	1,400 ft	240 $/LF	1.625	$ 546,000
	Pipeline from "Tee" to Placer Ranch PS	16 in.	5,800 ft	128 $/LF	1.625	$ 1,206,400
	From Placer Ranch Pipeline to 30” RW Stub	16 in.	1,500 ft	128 $/LF	1.625	$ 312,000
7 Total			**8,700 ft**			**$ 2,065,000**
8	DCWWTP Pump Station Improvements (1-50 HP pump)	1,900 gpm	n/a	$60,000	1.625	$ 97,500
8 Total						**$ 98,000**
9	North Zone Pump Station Improvements (1-50 HP pump)	950 gpm	n/a	$35,000	1.625	$ 56,900
9 Total						**$ 57,000**
10	PGWWTP Pump Station Improvement (3-250 HP pumps)	15,360 gpm	n/a	$375,000	1.625	$ 609,400
10 Total						**$ 610,000**
11	Addition of 30" Pipe at PGWWTP for Maximum Flow Conveyance	30 in.	1,700 ft	360 $/LF	1.625	$ 994,500
11 Total			**1,700 ft**			**$ 995,000**
Grand Total			**71,600 ft**			**$ 11,002,000**

Notes:

1 Unit costs based upon a $8/LF-in diameter for rural areas (Urban Growth Areas) and $12/LF-in diameter for urban areas (existing roadway or paving)

2 An overhead markup of 62.5% was applied based on a 25% engineering and administration factor plus a 30% construction cost contingency to calculate the capital cost. Hence, for budgeting purposes, it is assumed that the contingency and project implementation multiplier is 1.625 (1.00 x 1.25 x 1.30 = 1.625)

Preliminary Construction Cost Estimate for
Recycled Water System Evaluation Improvements
Alternative B

Project No.	Capital Construction Item	Size	Length	Unit Cost[1]	OH Factor[2]	Total Amount
1	18" FM Converted for RW Use from PGWWTP	18 in.	9,700 ft			n/a
1 Total			**9,700 ft**			
2	8" FM Converted for RW Use	8 in.	8,900 ft			n/a
2 Total			**8,900 ft**			
3	30" FM Converted for RW Use South of NZPS	30 in.	19,600 ft			n/a
3 Total			**19,600 ft**			
4	Creekview Pipeline	24 in.	3,300 ft	192 $/LF	1.625	$ 1,029,600
4 Total			**3,300 ft**			**$ 1,030,000**
5	Creekview to Curry Creek North	24 in.	4,600 ft	192 $/LF	1.625	$ 1,435,200
	Curry Creek North to Regional University	24 in.	2,100 ft	192 $/LF	1.625	$ 655,200
	Regional Univ. to Curry Creek S. & Sierra Vista	24 in.	8,100 ft	192 $/LF	1.625	$ 2,527,200
5 Total			**14,800 ft**			**$ 4,618,000**
6	Placer Vineyards to 24" Gravity Line	24 in.	19,200 ft	192 $/LF	1.625	$ 5,990,400
6 Total			**19,200 ft**			**$ 5,991,000**
7	North from PGWWTP to "Tee"	30 in.	1,400 ft	240 $/LF	1.625	$ 546,000
	Pipeline from "Tee" to Placer Ranch PS	16 in.	5,800 ft	128 $/LF	1.625	$ 1,206,400
	From Placer Ranch Pipeline to 30” RW Stub	16 in.	1,500 ft	128 $/LF	1.625	$ 312,000
7 Total			**8,700 ft**			**$ 2,065,000**
8	DCWWTP Pump Station Improvements (1-50 HP pump)	1,900 gpm	n/a	$60,000	1.625	$ 97,500
8 Total						**$ 98,000**
9	North Zone Pump Station Improvements (1-50 HP pump)	950 gpm	n/a	$35,000	1.625	$ 56,900
9 Total						**$ 57,000**
10	PGWWTP Pump Station Improvement (2-250 HP pumps)	10,240 gpm	n/a	$250,000	1.625	$ 406,300
10 Total						**$ 407,000**
11	Addition of 30" Pipe at PGWWTP for Maximum Flow Conveyance	30 in.	1,700 ft	360 $/LF	1.625	$ 994,500
11 Total			**1,700 ft**			**$ 995,000**
Grand Total			**85,900 ft**			**$ 15,261,000**

Notes:

1 Unit costs based upon a $8/LF-in diameter for rural areas (Urban Growth Areas) and $12/LF-in diameter for urban areas (existing roadway or paving)

2 An overhead markup of 62.5% was applied based on a 25% engineering and administration factor plus a 30% construction cost contingency to calculate the capital cost. Hence, for budgeting purposes, it is assumed that the contingency and project implementation multiplier is 1.625 (1.00 x 1.25 x 1.30 = 1.625)

Preliminary Construction Cost Estimate for
Recycled Water System Evaluation Improvements
Alternative C

Project No.	Capital Construction Item	Size	Length	Unit Cost[1]	OH Factor[2]	Total Amount
1	18" FM Converted for RW Use from PGWWTP	18 in.	9,700 ft			n/a
1 Total			**9,700 ft**			
2	8" FM Converted for RW Use	8 in.	8,900 ft			n/a
2 Total			**8,900 ft**			
3	30" FM Converted for RW Use South of NZPS	30 in.	19,600 ft			n/a
3 Total			**19,600 ft**			
4	Creekview Pipeline	24 in.	3,300 ft	192 $/LF	1.625	$ 1,029,600
4 Total			**3,300 ft**			**$ 1,030,000**
5	Creekview to Curry Creek North	24 in.	4,600 ft	192 $/LF	1.625	$ 1,435,200
	Curry Creek North to Regional University	24 in.	2,100 ft	192 $/LF	1.625	$ 655,200
	Regional Univ. to Curry Creek S. & Sierra Vista	24 in.	2,300 ft	192 $/LF	1.625	$ 717,600
5 Total			**9,000 ft**			**$ 2,808,000**
6	Placer Vineyards Pipeline	24 in.	9,100 ft	192 $/LF	1.625	$ 2,839,200
6 Total			**9,100 ft**			**$ 2,840,000**
7	North from PGWWTP to "Tee"	30 in.	1,400 ft	240 $/LF	1.625	$ 546,000
	Pipeline from "Tee" to Placer Ranch PS	16 in.	5,800 ft	128 $/LF	1.625	$ 1,206,400
7 Total			**7,200 ft**			**$ 1,753,000**
8	DCWWTP Pump Station Improvements (1-50 HP pump)	1,900 gpm	n/a	$60,000	1.625	$ 97,500
8 Total						**$ 98,000**
9	North Zone Pump Station Improvements (1-50 HP pump)	950 gpm	n/a	$35,000	1.625	$ 56,900
9 Total						**$ 57,000**
10	PGWWTP Pump Station Improvement (3-250 HP pumps)	15,360 gpm	n/a	$375,000	1.625	$ 609,400
10 Total						**$ 610,000**
11	Sun City Pipeline from 18" Converted Force Main	12 in.	2,700 ft	144 $/LF	1.625	$ 631,800
11 Total			**2,700 ft**			**$ 632,000**
12	Addition of 30" Pipe at PGWWTP for Maximum Flow Conveyance	30 in.	1,700 ft	360 $/LF	1.625	$ 994,500
12 Total			**1,700 ft**			**$ 995,000**
Grand Total			**71,200 ft**			**$ 10,823,000**

Notes:

1 Unit costs based upon a $8/LF-in diameter for rural areas (Urban Growth Areas) and $12/LF-in diameter for urban areas (existing roadway or paving)

2 An overhead markup of 62.5% was applied based on a 25% engineering and administration factor plus a 30% construction cost contingency to calculate the capital cost. Hence, for budgeting purposes, it is assumed that the contingency and project implementation multiplier is 1.625 (1.00 x 1.25 x 1.30 = 1.625)

Attachment D

Urban Growth Area Cost Details

Urban Growth Area Individual Recycled Water Pipeline Costs

Urban Growth Areas July Peak Day Demands and Pipeline Requirements

Segment	Location	Length (ft)	Diameter (in)	Upsize Diameter	Total Downstream Demand (mgd)	Placer Ranch Demand (mgd)	Creekview & Panhandle Demand (mgd)	Curry Creek North Demand (mgd)	Regional University Demand (mgd)	Curry Creek South Demand (mgd)	Sierra Vista Demand (mgd)	Placer Vineyards Pipe Demand (mgd)
1	PGWWTP to "Tee"	1,389	8	30	12.881	3.340	1.250	0.778	1.720	3.333	2.460	0
2	"Tee" to Creekview	3,292	8	24	9.541	0	1.250	0.778	1.720	3.333	2.460	0
3	Creekview to Curry Creek North	4,582	8	24	8.291	0	0	0.778	1.720	3.333	2.460	0
4	Curry Creek North to Regional Univ.	2,097	12	24	7.513	0	0	0	1.720	3.333	2.460	0
5	Regional Univ to Curry Creek South and Sierra Vista	4,708	24	n/a	5.793	0	0	0	0	3.333	2.460	0
6	"Tee" to Placer Ranch	5,789	16	n/a	3.340	3.340	0	0	0	0	0	0
7	Placer Vineyards Pipeline	9,100	24	n/a	3.443	0	0	0	0	0	0	3.500

UGAs Individual Costs to Install Recycled Water Pipeline *

						July Peak Day Recycled Water Demand in mgd							
						3.340	1.250	0.778	1.720	3.333	2.460		
Segment	Location	Length (ft)	Diameter (in)	Segment Cost	Cost to Upsize to Necessary Diameter	Placer Ranch Pipe Cost	Creekview Pipe Cost	Curry Creek North Pipe Cost	Regional University Pipe Cost	Curry Creek South Pipe Cost	Sierra Vista Pipe Cost	Placer Vineyards Pipe Cost	**Total Cost of Pipe Segment from UGAs**
1	PGWWTP to "Tee"	1,389	8	$88,896	$244,464	$86,442	$32,351	$20,125	$44,515	$86,261	$63,667	$0	**$333,360**
2	"Tee" to Creekview	3,292	8	$210,688	$421,376	$0	$210,688	$39,522	$87,420	$169,402	$125,031	$0	**$632,064**
3	Creekview to Curry Creek North	4,582	8	$293,248	$586,496	$0	$0	$293,248	$134,270	$260,188	$192,038	$0	**$879,744**
4	Curry Creek North to Regional Univ.	2,097	12	$201,312	$201,312	$0	$0	$0	$201,312	$115,825	$85,487	$0	**$402,624**
5	Regional Univ to Curry Creek South and Sierra Vista	4,708	16	$903,936	$0	$0	$0	$0	$0	$520,079	$383,857	$0	**$903,936**
6	"Tee" to Placer Ranch	5,789	16	$740,992	$0	$740,992	$0	$0	$0	$0	$0	$0	**$740,992**
7	Placer Vineyards Pipeline	9,100	24	$1,747,200	$0	$0	$0	$0	$0	$0	$0	$1,747,200	**$1,747,200**
	Total	**30,957**		**$4,186,272**	**$1,453,648**	**$827,434**	**$243,039**	**$352,895**	**$467,518**	**$1,151,755**	**$850,080**	**$1,747,200**	**$5,639,920**

* Costs do not include contingencies

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Appendix K – Regional Wastewater 2020 Systems Evaluation Report

The South Placer Regional Wastewater 2020 Systems Evaluation Report can be accessed at the link below.

https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Environmental%20Utilities/SPWA/Systems%20Evaluation%20Report%20Dec2020%20Final_web.pdf

Appendix L – 2015 USBR Record of Decision

RECLAMATION

Managing Water in the West

Record of Decision

Central Valley Project Municipal and Industrial Water Shortage Policy

Prepared by
United States Department of the Interior
Bureau of Reclamation
Mid Pacific Region

U.S. Department of the Interior
Bureau of Reclamation
Sacramento, California

November 2015

Mission Statements

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

Record of Decision

Central Valley Project Municipal and Industrial Water Shortage Policy

Recommended:

Richard J. Woodley
Regional Resources Manager
Mid-Pacific Region

Date Nov. 4, 2015

Concur:

Anastasia T. Leigh
Regional Environmental Officer
Mid-Pacific Region

Date 11/9/2015

Approved:

David Murillo
Regional Director
Mid-Pacific Region

Date 11/13/15

Summary of Action

The Bureau of Reclamation (Reclamation) prepared the Central Valley Project (CVP) Municipal and Industrial (M&I) Water Shortage Policy (WSP) Environmental Impact Statement (EIS) to evaluate the potential impacts of CVP M&I WSP alternatives. The M&I WSP would be used by Reclamation to: 1) define water shortage terms and conditions for applicable CVP water service contractors, as appropriate; 2) determine the quantity of water made available to CVP water service contractors from the CVP that, together with the M&I water service contractors' drought water conservation measures and other non-CVP water supplies, would assist the M&I water service contractors in their efforts to protect public health and safety (PHS) during severe or continuing droughts; and 3) provide information to CVP water service contractors for their use in water supply planning and development of drought contingency plans. The alternatives evaluated in this EIS utilize different methodologies for allocating available CVP water supplies to CVP water service contractors during a Condition of Shortage[1]. This EIS evaluates potential impacts of the M&I WSP over a 20-year period, 2010 through 2030. Reclamation's decision is the adoption of an updated M&I WSP.

Background

In January 1993, following the adoption of the Central Valley Project Improvement Act (CVPIA), many CVP M&I water service contractors expressed concerns regarding future allocations of water supplies provided by the CVP. Reclamation subsequently initiated an effort to develop an M&I WSP that would be incorporated into long-term water service contracts during the contract renewal process implemented under the CVPIA. Involved stakeholders submitted language for the M&I WSP as part of several proposed policies. In September 2001, Reclamation released a Draft M&I WSP. Reclamation initiated the preparation of an Environmental Assessment (EA) which included stakeholder input and consideration and evaluation of alternative policies developed in 1993, 1996-1997, and 2000-2001. The M&I WSP EA was released in October 2005 and a Finding of No Significant Impact was signed in December 2005. The M&I WSP currently being implemented by Reclamation is the 2001 Draft M&I WSP, as amended by Alternative 1B from the 2005 EA. Because the assumptions supporting the 2005 EA became outdated and due to significant changes in the Sacramento-San Joaquin River Delta (Delta) and CVP/State Water Project (SWP) operations, Reclamation decided in 2009 to

[1] "Condition of Shortage" is defined in Reclamation water service contracts as "...a condition respecting the Project during any Year *(March 1 through February of the following year)* such that the Contracting Officer is unable to deliver sufficient water to meet the Contract Total".

undertake the M&I WSP EIS to provide an updated M&I WSP that best recognizes the needs of various segments of the water user community and how those needs could be addressed under Conditions of Shortage.

Decision

Reclamation's decision is to implement Alternative 4, Updated M&I WSP (Preferred Alternative). This alternative comprises the updated M&I WSP developed by Reclamation with stakeholder input received during the M&I WSP stakeholder workshops held between May 2010 and January 2011, with clarifying revisions made to address comments from stakeholders received after Stakeholder Workshop 4 (November 2010) and to address public comments received on the Draft EIS (March 2015). The Updated M&I WSP will apply to the CVP water service contractors noted in Table 1. These water service contractors generally comprise those whose contracts currently reference the M&I WSP and those with a water service contract that is expected to reference the updated policy. These water users are located throughout the Sacramento River Valley, San Joaquin River Valley, Tulare Lake Region, and San Francisco Bay/Central Coast area.

Table 1. Water Service Contractors Subject to the Updated M&I WSP

General Geographical Region	CVP Division	Water Service Contractors	M&I	Ag[1]
North of Delta	Shasta and Trinity River	Bella Vista Water District	X	X
		Centerville Community Services District	X	-
		City of Redding	X	-
		City of Shasta Lake	X	-
		Clear Creek Community Services District	X	X
		Mountain Gate Community Services District	X	-
		Shasta Community Services District	X	-
		Shasta County Water Agency	X	-
		United States (U.S.) Forest Service (Shasta)	X	-
	Sacramento River	4-M Water District	X	X
		Colusa County Water District	X	X
		Corning Water District	X	X
		Cortina Water District	X	X
		County of Colusa	X	X
		County of Colusa (Stonyford)	X	-
		Davis Water District	X	X
		Dunnigan Water District	X	X
		Elk Creek Community Services District	X	-
		Glenn Valley Water District	X	X
		Glide Water District	X	X
		Holthouse Water District	X	X

General Geographical Region	CVP Division	Water Service Contractors	M&I	Ag[1]
North of Delta	Sacramento River	Kanawha Water District	X	X
		Kirkwood Water District	X	X
		La Grande Water District	X	X
		Myers-Marsh Mutual Water Company	X	X
		Orland-Artois Water District	X	X
		Proberta Water District	X	X
		Stony Creek Water District	X	X
		Thomes Creek Water District	X	X
		U.S. Forest Service (Salt Creek)	X	-
		Westside Water District	X	X
		Whitney Construction, Incorporated	X	-
	American River	City of Roseville	X	-
		East Bay Municipal Utility District	X	-
		El Dorado Irrigation District	X	-
		Placer County Water Agency	X	-
		Sacramento County Water Agency	X	-
		Sacramento Municipal Utility District	X	-
		San Juan Water District	X	-
	Delta	Banta-Carbona Irrigation District	X	X
		Byron-Bethany Irrigation District	X	X
		City of Tracy	X	X
		Coelho Family Trust	X	X
		Contra Costa Water District	X	-
		Del Puerto Water District	X	X
		Eagle Field Water District	X	X
		Fresno Slough Water District	X	X
		James Irrigation District	X	X
		Laguna Water District	X	X
		Mercy Springs Water District	X	X
		Oro Loma Water District	X	X
		Pajaro Valley Water Management Agency, Westlands Water District	X	X
		Patterson Irrigation District	X	X
		Reclamation District No. 1606	X	X
		Tranquillity Irrigation District	X	X
		Tranquillity Public Utility District	X	X
		U.S. Department of Veteran Affairs	X	-
		West Side Irrigation District	X	X
		West Stanislaus Irrigation District	X	X
		Westlands Water District Distribution Districts	X	X
South of Delta	West San Joaquin	City of Avenal	X	-
		City of Coalinga	X	-
		City of Huron	X	-
		Pacheco Water District	X	X
		Panoche Water District	X	X
		San Luis Water District	X	X
		State of California	X	-

General Geographical Region	CVP Division	Water Service Contractors	M&I	Ag[1]
South of Delta	West San Joaquin	Westlands Water District	X	X
	San Felipe	San Benito County Water District	X	X
		Santa Clara Valley Water District	X	X
	Cross Valley Canal	County of Fresno	X	X
		County of Tulare	X	X
		Hills Valley Irrigation District (includes Rag Gulch Water District)	X	X
		Kern-Tulare Water District	X	X
		Lower Tule River Irrigation District	-	X
		Pixley Irrigation District	X	X
		Tri-Valley Water District	X	X

Note:
[1] Ag = Agricultural water service contractor

Alternatives Considered

No Action Alternative

The No Action Alternative represents continued implementation of the current Draft M&I WSP. This existing draft policy is currently guiding Reclamation's allocation of CVP water to agricultural and M&I water service contractors during Conditions of Shortage and would continue if none of the action alternatives were selected.

During Conditions of Shortage when the CVP is unable to deliver sufficient water to meet the CVP water service contractors' Contract Total, M&I water service contractors allocations are maintained at 100 percent of their Contract Total as the agricultural water service contractor allocations are reduced to 75 percent of their Contract Total in incremental steps. Then, M&I water service contractor allocations are reduced to 75 percent of their historical use in incremental steps as agricultural water service contractor allocations are reduced to 50 percent of their Contract Total. The M&I water service contractor allocations are maintained at 75 percent of historical use until agricultural water service contractor allocations are reduced in incremental steps to 25 percent of Contract Total. M&I water service contractor allocations are then reduced in incremental steps to 50 percent of historical use until agricultural water service contract allocations are reduced in incremental steps from 25 percent to zero.

In years when the M&I water service contractor allocations are less than 75 percent of historical use, Reclamation would attempt to provide the amount of PHS need unmet by contractors' CVP allocation and other available non-CVP

supplies, up to 75 percent of the historical use, subject to the availability of CVP water supplies. There are some years in which allocations to agricultural water service contractors are at or near zero. In those years, CVP water deliveries for unmet PHS need to M&I water service contractors may not be fully realized. Water made available to M&I water service contractors may be reduced below 75 percent of historical use and below the unmet PHS needs when CVP water is not available.

Action Alternatives

The alternatives that moved forward for more detailed analysis in the EIS were those that responded to the National Environmental Policy Act (NEPA) purpose and need, minimized negative effects, were potentially feasible, and represented a range of reasonable alternatives. As a result of initial alternatives screening, four action alternatives were selected to move forward for analysis in the EIS (in addition to the No Action Alternative). Table 2 presents the alternatives analyzed in the EIS. Analysis of these alternatives will provide the information needed for Reclamation to make a decision.

Table 2. Alternatives Analyzed in the EIS

Alternative Number	Alternative Name	Description
Alternative 1	No Action Alternative	Represents a projection of current conditions to the most reasonable future conditions that could occur during the life of the proposed action without any action alternative being implemented. The No Action Alternative represents continued allocation of water in the same way that Reclamation currently allocates CVP water to agricultural and M&I water service contractors during Conditions of Shortage, consistent with the 2001 Draft M&I WSP, as modified by Alternative 1B of the 2005 EA.
Alternative 2	Equal Agricultural and M&I Allocation	Provides no preference for either agricultural or M&I contractors. M&I and agricultural water service contractors receive equal allocation percentages during a Condition of Shortage.
Alternative 3	Full M&I Allocation Preference	M&I water service contractors receive 100% of their Contract Total until CVP supplies are not available to meet those demands. Agricultural allocations are reduced as needed to maintain 100% allocations to M&I contractors.
Alternative 4	Updated M&I WSP (Preferred Alternative)	Similar to Alternative 1 but modified to update the definition of unconstrained years used in calculating historical use. Attempts to provide unmet PHS need, but without a guarantee. Provides implementation guidelines and procedures.
Alternative 5	M&I Contractor Suggested WSP	Similar to Alternative 4 except attempts to provide a greater quantity of unmet PHS need.

Under Alternative 2, Equal Agricultural and M&I Allocation, M&I water service contractors would receive the same allocation, as a percentage of Contract Total, as the agricultural water service contractors. This means that in years when the CVP water supplies are not adequate to provide water to all water service contractors, agricultural and M&I water service contractor allocations would be reduced by the same percentage. This allocation methodology would provide a larger volume of CVP water to agricultural water service contractors than the No Action Alternative, as there would be no reductions to agricultural contractors to provide a larger volume of CVP water to M&I water service contractors. Deliveries to both north of the Delta and south of Delta M&I contractors would be lower than under the No Action Alternative in order to provide an equal allocation to agricultural water service contractors.

Under Alternative 3, Full M&I Allocation Preference, M&I water service contractors would receive a higher allocation as compared to the No Action Alternative and other action alternatives. Under this alternative, Reclamation would attempt to provide a 100 percent allocation to M&I water service contractors during a Condition of Shortage, to the extent that adequate CVP water supplies are available. This would be achieved by reducing allocations to agricultural water service contractors as needed to maximize the frequency of 100 percent allocations to the M&I water service contractors. This allocation methodology would provide the lowest volume of CVP water to agricultural water service contractors compared to the No Action and other action alternatives. Alternative 3 would have no provisions for unmet PHS needs that would be made available by Reclamation from CVP water supplies.

Alternative 4, Updated M&I WSP, is similar to the No Action Alternative. This alternative comprises the M&I WSP developed by Reclamation with stakeholder input received during the M&I WSP stakeholder workshops held between May 2010 and January 2011, with clarifying revisions made to address comments from stakeholders received after Stakeholder Workshop 4 and to address public comments received on the Draft EIS. Reclamation used this feedback to identify elements of the 2001 Draft M&I WSP (represented in the No Action Alternative) that could be improved. The major modifications made to the 2001 Draft M&I WSP that are reflected in the Updated M&I WSP include the following:

- Reclamation deleted the reference to 1996 M&I Water Rate book.
- At the M&I water service contractors' request, Reclamation modified the method that would be used to adjust an M&I water service contractor's historical use.
- Reclamation expanded the definitions of the key terms and also defined terms not previously defined, to provide greater clarity on the intent and requirements of the M&I WSP's key terms and conditions.

- Term and Condition 1 was revised to remove the sentence stating that Reclamation intended contractors to use their non-CVP supplies first and rely on CVP water as a supplemental supply. Instead, Reclamation expects water service contractors, at their discretion, to use CVP water in conjunction with their other non-CVP supplies to meet demand during all years, including years where a Condition of Shortage exists.

- Clarified M&I allocation for contracts with both irrigation and M&I use which do not set forth individual Contract Totals for each use.

Alternative 5, M&I Contractor Suggested WSP, is similar to Alternative 4, Updated M&I WSP. This alternative was developed and recommended by several M&I water service contractors who participated in the M&I WSP workshops held between May 2010 and January 2011. Alternative 5 attempts to provide an increased quantity of CVP water allocated to M&I water service contractors to supply the unmet portion of the PHS needs during a Condition of Shortage. This would be achieved by increasing the upper limit for consideration of additional allocations to assist in meeting unmet PHS need from an initial allocation of 75 percent of historical use (under Alternative 4) to an initial allocation of 95 percent of historical use (under Alternative 5).

Environmentally Preferable Alternative

Section 1505.2(b) of NEPA requires that, in cases where an EIS has been prepared, the Record of Decision must identify all alternatives that were considered, specifying the alternative or alternatives which were considered to be environmentally preferable. The environmentally preferable alternative is the alternative that will promote the national environmental policy as expressed in NEPA's Section 101. Ordinarily, this means the alternative that causes the least damage to the biological and physical environment; it also means the alternative which best protects, preserves, and enhances historic, cultural, and natural resources (Council on Environmental Quality 40 Most Asked Questions number 6(a)). It is implicit in NEPA that the environmentally preferable alternative must be reasonable and feasible to implement.

In choosing the environmentally preferable alternative, Reclamation considered impacts to all resources. On balance, Alternative 1, No Action Alternative, and Alternative 4, Updated M&I WSP, would have the least environmental effects associated with implementing a CVP M&I WSP during a Condition of Shortage. Alternative 4 would have no environmental impacts compared to the No Action Alternative. Alternatives 2 and 3 have greater environmental effects to water quality, groundwater resources, air quality, geology and soils, and agricultural resources than Alternative 4. Alternative 5 would have small but greater effects to groundwater resources and air quality compared to Alternative 4.

Basis of Decision

Reclamation's decision to move forward is based on how the alternatives meet the project's purpose and need and the magnitude of environmental effects. While the alternatives would affect different resources in different ways, Alternative 4 provides Reclamation with the greatest degree of flexibility to address CVP water service contractors' needs during Conditions of Shortage while recognizing that CVP deliveries are subject to the amount of CVP water available and cannot be guaranteed, and provides clarity to the terms, conditions, and procedures of the CVP M&I WSP. Additionally, Alternative 4 has no environmental effects compared to the No Action Alternative; therefore, no mitigation measures are necessary.

Purpose and Need

The purpose of updating the 2001 Draft M&I WSP, as amended, is to provide detailed, clear, and objective guidelines for the allocation of available CVP water supplies to CVP water service contractors during a Condition of Shortage. The update to the M&I WSP is needed by water managers and CVP water service contractors to help them better plan for and manage available CVP water supplies, and to better integrate the use of CVP water with the use of other available non-CVP water supplies. The update to the M&I WSP is also needed to clarify certain terms and conditions with regard to the applicability and implementation process of the M&I WSP.

The updated M&I WSP would be used by Reclamation to:

- Define water shortage terms and conditions for applicable CVP water service contracts, as appropriate;
- Determine the quantity of water made available to CVP water service contractors from the CVP, that together with the M&I water service contractors' drought water conservation measures and other non-CVP water supplies, would assist the M&I water service contractors in their efforts to protect PHS during severe or continuing droughts; and
- Provide information to CVP water service contractors for their use in water supply planning and development of drought contingency plans.

All action alternatives meet the purpose and need, but the No Action Alternative does not meet the purpose and need.

Environmental Issues Evaluated

During March 2011, public scoping sessions on the development of the CVP M&I WSP EIS were held in Sacramento, Willows, Fresno, and Oakland, California. Key issues raised during the public scoping process that are applicable for inclusion in the EIS are listed below.

- The final M&I WSP should be a single document that clearly states how Reclamation interprets and implements the M&I WSP.
- Any additional water provided to M&I water service contractors is viewed as water "taken" from agricultural contractors.
- M&I water service contractors would like a guaranteed quantity of CVP water to meet PHS needs and do not want their use of non-CVP supplies to count against their deliveries of CVP water in Conditions of Shortage.
- The analysis should use an appropriate baseline given ongoing regulatory issues regarding CVP/SWP operations.
- The effects analysis should include a cumulative impact discussion in the context of other reasonably foreseeable past, present, and future actions potentially affecting the allocation of CVP water, including the Bay Delta Conservation Plan.
- The EIS should analyze the impacts to water service contractors who have limited access to alternative water supplies and to "mixed use" contractors.
- The M&I WSP EIS should specifically state the agencies that are and are not affected by the policy, and state that the M&I WSP will apply equally to all M&I contractors, including the American River Division contractors.
- Certain American River Division contractors (City of Roseville, Placer County Water Agency, Sacramento Municipal Utility District, and San Juan Water District) disagree with Reclamation's interpretation of Term 14 of State Water Resources Control Board Decision 893 and believe it should provide them with additional supply reliability beyond what the M&I WSP provides in their water service contracts.

The alternatives were evaluated to address issues raised and potential impacts to the range of environmental and socioeconomic resources relevant to NEPA. The action alternatives have the potential to result in impacts to several resources, including surface water, water quality, groundwater, geology and soils, air quality, greenhouse gases (GHGs) and climate change, agricultural

resources, socioeconomics, and power[2]. The differences between the action alternatives for these impacts include:

- *Surface Water*: Alternative 2 would increase CVP deliveries to agricultural water service contractors and decrease CVP deliveries to M&I water service contractors, compared to the No Action Alternative. Alternative 3 would decrease CVP deliveries to agricultural water service contractors and increase CVP deliveries to M&I water service contractors, compared to the No Action Alternative. Alternatives 4 and 5 would have no change in CVP deliveries compared to the No Action Alternative. PHS needs would be met for the Sacramento River Division under all alternatives. The American River, Delta, and San Felipe Divisions would have unmet PHS needs under Alternative 2. There would be unmet PHS needs for the Shasta/Trinity River and West San Joaquin Divisions under Alternatives 2, 3, and 4. The Cross Valley Canal Unit would have unmet PHS needs under all alternatives.

  There are only relatively small to no changes to Shasta and Trinity lakes storages, upper Sacramento River flows, and Lake Oroville storage as a result of action alternatives, which do not result in substantial impacts. The effects of changes to other reservoirs' storage and rivers' flows are addressed under other appropriate resource areas (e.g., water quality, recreation, flood hydrology, water quality, etc.).

- *Water Quality:* Changes in CVP deliveries could affect the salinity and bromide concentrations in the Delta Division. Alternative 5 would have only very minimal changes in reservoir or river flows compared to the No Action Alternative that would not affect salinity and bromide concentrations. Alternatives 2 and 3 would cause an increase in electrical conductivity which could affect water quality in the Delta Division.

- *Groundwater*: A reduction in CVP deliveries to agricultural water service contractors could cause these contractors to supplement their surface water supplies through increased groundwater pumping. Alternative 2 would reduce agricultural groundwater pumping in all regions due to increases in CVP deliveries to agricultural water service contractors, while Alternative 3 would increase agricultural groundwater pumping in all regions due to decreases in CVP deliveries to agricultural contractors. M&I water service contractors may need to make use of all their available groundwater supplies under Alternative 2 in order to meet PHS needs in certain years. Alternatives 4 and 5 would have little to no change in groundwater pumping by CVP water service contractors compared to the No Action Alternative.

[2] It was determined that no impacts or only minor impacts would occur to aquatic resources, terrestrial resources, environmental justice, cultural resources, Indian sacred sites, recreation, flood hydrology, and visual resources.

Increased pumping caused by change in deliveries to supplement supply shortages may cause groundwater level declines that could lead to land subsidence. Alternative 2 would cause a net increase in pumping that could potentially increase land subsidence in the San Francisco Bay/Central Coast region. Alternative 3 would cause a net increase in pumping that could potentially increase land subsidence in the Sacramento Valley, San Joaquin Valley, and Tulare Lake regions.

- *Geology and Soils:* Under Alternative 3, reduced CVP deliveries to agricultural water service contractors could indirectly lead to wind erosion if agricultural water service contractors implement crop idling to manage their water supplies.

- *Air Quality*: Increases in CVP deliveries to agricultural water service contractors under Alternative 2 would result in decreased pollutant emissions from reduced groundwater pumping. Decreases in CVP deliveries to agricultural water service contractors under Alternative 3 would result in increased pollutant emissions due to increased groundwater pumping. Under Alternative 3, the general conformity *de minimis* threshold would be exceeded in the San Joaquin Valley Air Basin. Alternatives 4 and 5 would have little to no changes compared to the No Action Alternative.

- *GHGs and Climate Change:* Changes in CVP deliveries to agricultural water service contractors would decrease GHG emissions under Alternative 2 and increase GHG emissions under Alternatives 3 and 5. Alternative 4 would have no change compared to the No Action Alternative.

- *Agricultural Resources*: Alternative 3 would reduce agricultural acreage primarily in the Tulare Lake Region, but minimally to other regions in the study area.

- *Socioeconomics*: Changes in CVP deliveries for CVP water service contractors would have differing effects for agricultural and M&I water service contractors in Alternatives 2 and 3. Generally, effects would be positive for agricultural water service contractors under Alternative 2 and negative under Alternative 3, while the opposite would be true for M&I water service contractors. Alternatives 4 and 5 would have no change compared to the No Action Alternative.

- Power: Changes in CVP deliveries may cause changes in power generation from hydroelectric power generation facilities by changing reservoir releases or by changing reservoir storage, as represented by changes in reservoir elevations. Alternative 2 and 3 would experience minimal reductions to the amount of power generated at the Folsom and Nimbus power plants and slight fluctuations in the amount of

power generated at San Luis Reservoir. Alternatives 4 and 5 would have no change compared to the No Action Alternative.

- *Indian Trust Assets*: Under Alternatives 2 and 3, the magnitudes of groundwater level fluctuations are very small compared to overall groundwater supplies and would not be substantial enough to create a noticeable change to water supply at existing wells near Indian Trust Asset sites. Therefore, Alternatives 2 and 3 would not interfere with the exercise of federally-reserved water rights and/or reduce the health of tribal members by decreasing water supplies. Alternatives 4 and 5 would have no change compared to the No Action Alternative, and would not result in impacts to Indian Trust Assets.

Section 7 of the Federal Endangered Species Act (ESA)

Reclamation coordinated with the U.S. Fish & Wildlife Service during development of the Draft EIS regarding the impact analysis on special status species and environmental commitments. Reclamation further coordinated with National Oceanic and Atmospheric Administration National Marine Fisheries Service in preparing the Final EIS. A full consultation under Section 7 of the ESA with U.S. Fish & Wildlife Service or National Oceanic and Atmospheric Administration National Marine Fisheries Service was determined not to be needed for this action because the potential impacts are within the range of impacts already observed under current operations of the CVP and are covered by the Biological Opinions on the Coordinated Long-Term Operations of the CVP and SWP.

Section 106 Compliance

Reclamation is responsible for complying with Section 106 of the National Historic Preservation Act. Alternative 4 would not result in the disturbance of land or require any construction activities; therefore, there are no impacts to cultural resources. Under Section 106 of the National Historic Preservation Act, Alternative 4 is the type of activity that does not have the potential to affect historic properties and there are no further obligations under Section 106 [36 Code of Federal Regulations Sec. 800.3(a)(1)].

Comments Received on the Final EIS

Reclamation's Notice of Availability of the Final EIS was published in the Federal Register on September 10, 2015, and the Environmental Protection Agency's Notice of Availability was published on September 18, 2015. The EIS was posted on Reclamation's website, and copies were distributed to those who requested a copy. A press release was released on September 10, 2015, and was sent to participants in public meetings and commenters on the Draft EIS.

Reclamation received comments from three entities after release of Final EIS. The commenters were: Somach Simmons & Dunn for Glenn-Colusa Irrigation District (Kelley Taber); East Bay Municipal Utility District (Michael Tognolini); and Santa Clara Valley Water District (Cindy Kao). These comments either reiterated comments previously provided during the public comment period, or supported Reclamation's choice of the Preferred Alternative. Reclamation had adequately addressed the previous comments in the Final EIS. The comments consisted of the following:

- Glenn-Colusa Irrigation District (GCID) did not agree that their comments on the Draft EIS were adequately addressed in Appendix I of the Final EIS. GCID was concerned that the M&I WSP's definition of PHS is too broad and would allow a greater amount of water than necessary for domestic use and essential public services to be included in the calculation, thereby overestimating system demands during Conditions of Shortage and influencing the allocation of water within the CVP system. Additionally, GCID was concerned that implementation of the M&I WSP could affect water supply reliability under their Settlement Contract. As described in the Final EIS, the determination of any additional CVP water supplied to M&I water service contractors during a Condition of Shortage to assist in meeting PHS needs would take into account a contractor's estimated PHS demand, as well as their non-CVP supplies available in that year, and, most importantly, the availability of CVP water in that year. Reclamation would closely review the data provided by an M&I water service contractor so that CVP water provided for PHS needs is estimated in accordance with California criteria and used appropriately during a Condition of Shortage. The Final EIS also states in Appendix B that Reclamation does not have discretion to determine water supply allocations to Sacramento River Settlement Contractors, San Joaquin River Exchange Contractors, certain named State Wildlife Areas and National Wildlife Refuges, and the privately owned/managed wetlands comprising the Grassland Resources Conservation District as identified under the CVPIA Section 3406(d). Water supply allocations for these water service contractors are determined annually based on the forecasted full natural inflow to Shasta Lake. CalSim II simulates

water supply allocations to these water service contractors based on inflow to Shasta Lake.

- East Bay Municipal Utility District (EBMUD) supports Reclamation's selection of Alternative 4 as the Preferred Alternative for the M&I WSP. However, EBMUD requested that their contractual historic use of 133,000 acre-feet (AF), per their Long Term Renewal Contract, be noted in the M&I WSP as an exception to the methodology used for calculating historical use. Reclamation, when applying the M&I WSP to EBMUD, would use EBMUD's contractual historic use of 133,000 AF as the basis for making adjustments for population growth, extraordinary water conservation measures, and use of non-CVP water supplies. But, Reclamation believes it inappropriate to specifically state or call out such an exception in the M&I WSP.

- Santa Clara Valley Water District (SCVWD) supports Reclamation's selection of Alternative 4 as the Preferred Alternative for the M&I WSP. SCVWD believes an adopted M&I WSP is critically important for water supply reliability in support of the communities and businesses in its service area.

Appendix M – Water Shortage Contingency Plan

Appendix N – Roseville Municipal Code 14.09



Roseville Municipal Code

Title 14 PUBLIC UTILITIES

Chapter 14.09 WATER CONSERVATION

§ 14.09.010. Short title.

This chapter may be cited as the Water Conservation and Drought Mitigation Ordinance. (Ord. 2413 § 2, 1991; Ord. 5311 § 2, 2014)

§ 14.09.020. General provisions.

A. Purpose. The purpose of this chapter is to ensure compliance with all federal, state and local requirements relating to water conservation and drought mitigation for the protection of public health, safety and welfare by:

1. Reducing the per capita water consumption throughout the City of Roseville (the "city") during years of normal precipitation and during years of drought;

2. Protecting and conserving the city's supply of water during specified times of emergency and/or crisis;

3. Minimizing and/or eliminating the waste of water through voluntary compliance or punitive action, if necessary;

4. Promoting the use of drip irrigation and other low volume irrigation methods that reduce outdoor water use by applying water more efficiently than traditional irrigation methods;

5. No person shall use, or cause to be used, any city water for landscape irrigation between the hours of 10:00 a.m. and 8:00 p.m., unless the city manager, or designee provides prior written consent to a different time limitation. A waiver may be granted for turf areas if the landscape contains too many irrigation valves to complete an irrigation event within the watering window.

6. Upon city declaration of a water shortage, the city manager, or designee, may impose revised and/or additional limitations on outdoor water use, as specified in Section 14.09.040, and no person shall use, or cause to be used, city water in violation of such limitations while the water shortage remains in effect.

B. Scope. The provisions of this chapter shall apply to all customers, users and/or recipients (hereinafter "users") of the city's potable and recycled water service within the city's territorial limits.

C. Administration and Enforcement. The city manager, or designee, including, but not limited to, an enforcement officer as defined herein, shall administer, implement, and enforce the provisions of this chapter. For purposes of this chapter an "enforcement officer" means any city employee or agent of the city with the authority to enforce any provision of this chapter and the authority to make any decision on behalf of the city manager required or called for by this chapter.

D. Compliance. All provisions of this chapter are subject to the compliance procedures set forth in this chapter unless otherwise expressly stated herein.

E. Notification. The city manager, or designee, shall determine the means by which the city shall notify its water users of drought stage determinations and any

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applicable upgrade or downgrade of such determinations or restrictions. Notification may be achieved through mass media, newspaper, public notice, mailings, utility billings or by any combination of such notice, or by other means as determined by the city manager, or designee.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 5491 § 1, 2015)

§ 14.09.030. Definition of water waste.

Any of the following acts or omissions, whether willful or negligent, shall constitute the waste of water:

A. Causing or permitting water to leak, discharge, flow or run to waste into any gutter, sanitary sewer, watercourse or public or private storm drain, or to any adjacent property, from any tap, hose, faucet, pipe, sprinkler, pond, pool, waterway, fountain or nozzle. In the case of irrigation, "discharge," "flow" or "run to waste" means that the earth intended to be irrigated has been saturated with water to the point that excess water flows over or through the earth to waste. In the case of washing, "discharge," "flow" or "run to waste" means that water in excess of that necessary to wash, wet or clean the dirty or dusty object, such as an automobile, sidewalk, or parking area, flows to waste.

B. Allowing water fixtures (including, but not limited to, toilets, faucets, shower heads) or heating or cooling devices to leak or run to waste.

C. Maintaining ponds, waterways, decorative basins or swimming pools without water recirculation devices.

D. Backwashing so as to discharge to waste swimming pools, decorative basins or ponds in excess of the frequency necessary to ensure the healthful condition of the water or in excess of that required by standards for professionally administered maintenance or to address structural considerations, as determined by the city manager, or designee.

E. Operation of an irrigation system that applies water to an impervious surface or that is in disrepair.

F. Use of a water hose not equipped with a control nozzle capable of completely shutting off the flow of water except when positive pressure is applied.

G. Irrigation of landscaping during rainfall or 48 hours after a measurable rain event. A measurable rain event is the equivalent of ¼ inch of rain in an hour.

H. Overfilling of any pond, pool or fountain which results in water discharging to waste.

(Ord. 2413 § 2, 1991; Ord. 3834 § 3, 2002; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 5491 § 2, 2015; Ord. 6500 § 3, 2022)

§ 14.09.040. Water conservation and drought stages.

The following water conservation and drought stages are hereby established:

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A. Basic Water Conservation Stage ("Basic Stage"). The basic stage shall exist when the city's water supply is adequate to meet all projected demands as determined by the city manager, or designee.

B. Stage One Drought. A stage one drought shall exist when the city's water supply is adequate to meet 90 percent of projected demands as determined by the city manager, or designee. An objective of a stage one drought condition is to reduce water usage up to 10 percent. Water shortage surcharges shall be implemented as set forth in Section 14.08.095.

C. Stage Two Drought. A stage two drought shall exist when the city's water supply is adequate to meet 80 percent of projected demands as determined by the city manager, or designee. An objective of a stage two drought condition is to reduce water usage up to 20 percent. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

D. Stage Three Drought. A stage three drought shall exist when the city's water supply is adequate to meet 70 percent of projected demands as determined by the city manager or designee. An objective of a stage three drought condition is to reduce water usage up to 30 percent. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

E. Stage Four Drought. A stage four drought shall exist when the city's water supply is adequate to meet 60 percent of projected demands as determined by the city manager or designee. An objective of a stage four drought condition is to reduce water usage up to 40 percent. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

F. Stage Five Drought. A stage five drought shall exist when the city's water supply is adequate to meet 50 percent or less of projected demands as determined by the city manager, or designee. An objective of a stage five drought condition is to reduce water usage up to 50 percent. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 3, 2015)

§ 14.09.050. Groundwater use as an alternate supply.

While the city routinely pumps relatively small volumes of groundwater during all water year types for maintenance purposes, the city may use groundwater as an alternate source of water supply to aid in meeting demands associated with dry periods, peak demands, or due to surface water supply curtailments. The city may also use groundwater as an alternate source of water supply to achieve obligations associated with the Sacramento Water Forum, American River flow standards, or when participating in groundwater banking to achieve California Water Code obligations under the Sustainable Groundwater Management Act or to be consistent with other regional or statewide objectives.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 6500 § 4, 2022)

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§ 14.09.060. Basic stage restrictions.

During the basic water conservation stage, the following restrictions shall be in force:

Water shall be used for beneficial purposes only; all unnecessary and wasteful uses (as defined in Section 14.09.030) of water are prohibited.

A. Water shall be confined to the user's property and shall not be allowed to run off to adjoining properties, or to the roadside or to the gutter. Care shall be taken not to water past the point of saturation.

B. Free-flowing hoses for all uses are prohibited. Automatic shut-off devices shall be attached on any hose or filling apparatus in use.

C. All leaks (including irrigation systems, pipes, fixtures, pools, ponds, fountains and waterways) shall be repaired within five calendar days or less if warranted by the severity of the problem as determined in the discretion of the city manager, or designee.

D. All pools, spas, and ornamental fountains/ponds shall be equipped with a recirculation pump and shall be constructed to be leak-proof. Pool draining and refilling shall be allowed only to the extent required for health, maintenance, or structural considerations, and must otherwise comply with all applicable federal, state and local stormwater management program requirements, including, but not limited to, the urban stormwater quality management and discharge control ordinance set forth in Chapter 14.20 of Title 14 of the City of Roseville Municipal Code.

E. Landscaping.

1. All landscaping installed in the City of Roseville shall comply with the water efficient landscape requirements adopted by resolution of the city council.

2. Irrigation of new landscaping shall be allowed on any day of the week for a period of 30 days after the new landscaping is planted, unless the city manager, or designee, provides prior written consent to extend this time period based on plant type and the season when the new landscaping is planted. After the 30 days, irrigation days and run times should be decreased to settings appropriate for an established landscape.

3. Upon city declaration of a water shortage, the city manager or designee may impose revised and/or additional limitations on the irrigation of new landscaping, as specified in Sections 14.09.060 through 14.09.100, and no person shall use, or cause to be used, city water in violation of such limitations while the water shortage remains in effect. A waiver may be granted to irrigate during an establishment period for actively used turf areas and/or sports fields or as approved by the city manager or designee. Allowance shall also be made for irrigation testing and repairs.

F. All site reviews shall include an evaluation of using recycled water. Recycled water

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shall be required if economically feasible.
(Ord. 2413 § 2, 1991; Ord. 2762 § 1, 1993; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 5491 § 4, 2015; Ord. 6500 § 5, 2022)

§ 14.09.070. Stage one drought restrictions.

During a stage one drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage restrictions required by Sections 14.09.030 and 14.09.060 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential users and nonresidential users shall reduce water usage up to 10 percent.

C. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation on Monday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Monday and Friday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation on Monday, Wednesday and Friday of each week, if needed.

D. Nonresidential water users (including, without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation on Tuesday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Tuesday and Thursday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation on Tuesday, Thursday and Saturday of each week, if needed.

E. The limitations specified in subsections C and D shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near

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the root zone of plants.

F. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

G. City park sites shall, as an aggregate, reduce usage up to 10 percent.

H. Washing streets, parking lots, driveways, sidewalks or buildings, except as necessary for health or sanitary purposes or pursuant to a term or condition in a permit issued by a state or federal agency, is prohibited.

I. Water shall not be served at restaurants except by request.

J. Water shortage surcharges shall be implemented as set forth in Section 14.08.095.
(Ord. 2413 § 2, 1991; Ord. 2636 § 1, 1992; Ord. 2817 § 1, 1994; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 5, 2015; Ord. 6500 § 6, 2022)

§ 14.09.080. Stage two drought restrictions.

During a stage two drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage and stage one restrictions required by Sections 14.09.060 and 14.09.070 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential users and nonresidential landscapes shall reduce water usage up to 20 percent.

C. City park sites shall, as an aggregate, reduce usage up to 20 percent.

D. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation on Monday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Monday and Friday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation on Monday, Wednesday and Friday of each week, if needed.

E. Nonresidential water users (including, without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to the Environmental Utilities-Water Efficiency Section for a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation

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on Tuesday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Tuesday and Thursday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation on Tuesday, Thursday and Saturday of each week, if needed.

F. The limitations specified in subsections D and E shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

G. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

H. Washing of vehicles or boats is prohibited except:

1. When using a hose that is equipped with a control nozzle capable of completely shutting off the flow of water except when positive action or pressure to maintain the flow of water is applied; or

2. When washed in either an automatic or manual commercial car wash that recirculates its water and uses high pressure/low volume wash systems.

3. Temporary car washes, held for fundraising purposes, are encouraged to partner with an automatic commercial car wash that recirculates its water and uses high pressure/low volume wash systems. If run independently, the participants must use a hose nozzle that completely shuts off the flow of water when not in use and must comply with all applicable federal, state and local stormwater management program requirements, including, but not limited to, the urban stormwater quality management and discharge control ordinance set forth in Chapter 14.20 of Title 14 of the City of Roseville Municipal Code.

I. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

(Ord. 2611 § 1, 1992; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 6, 2015; Ord. 6500 § 7, 2022)

§ 14.09.090. Stage three drought restrictions.

During a stage three drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage, stage one, and stage two restrictions required by Sections

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14.09.060, 14.09.070 and 14.09.080 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential users and nonresidential landscapes are to reduce water usage up to 30 percent.

C. City park sites shall, as an aggregate, reduce usage up to 30 percent.

D. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of September – last day of April: up to one day per week irrigation on Monday of each week, if needed.

2. 1st day of May – last day of August: up to two days per week irrigation on Monday and Friday of each week, if needed.

E. Nonresidential water users (including, without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of September – last day of April: up to one day per week irrigation on Tuesday of each week, if needed.

2. 1st day of May – last day of August: up to two days per week irrigation on Tuesday and Thursday of each week, if needed.

F. The limitations specified in subsections D and E shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

G. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

H. New or expanded landscaping is limited to drought-tolerant trees, shrubs, and ground-cover and be irrigated using a low volume irrigation system. No new turf shall be planted, hydroseeded, or laid, unless prior written consent is received from the city manager or designee. Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

I. Except where recycled water is used, golf courses shall reduce irrigation up to 30

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percent.

J. All decorative fountains, decorative (i.e., nonswimming) pools, and decorative waterways shall be shut off. Such fountains, pools, and waterways shall not be refilled until the city has returned to the basic water conservation stage unless for preventative maintenance. Fountains, ponds or pools that are filled with recycled water are not subject to this provision. Decorative ponds that contain fish as a feature shall be exempt from this restriction as long as the system is maintained in good working order with measures taken to reduce the volume of makeup water required for evaporative losses.

K. Except where recycled or other non-potable water is used or as otherwise provided in this subsection, use of water for dust control is prohibited. Dust control shall be augmented by hardened, temporary travel routes with materials that are accepted by the city manager, city engineer, or designee. Potable water is allowed for construction water only where and to the extent required for public health and safety reasons.

L. New swimming pools and spas may be filled after construction using customer's metered water at then existing water rates. All new pools must include a means for minimizing evaporative loss, such as a pool cover, at time of final inspection by the city. After being filled with water for the first time, all pools and spas shall be subject to the requirements of Section 14.09.060(D).

M. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

N. Automobiles or equipment shall be washed only at commercial establishments that recycle their water or by equipment and means that separates debris and revives wash water for continual use.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 7, 2015; Ord. 6500 § 8, 2022)

§ 14.09.100. Stage four drought restrictions.

During a stage four drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage, stage one, stage two, and stage three restrictions required by Sections 14.09.060, 14.09.070, 14.09.080 and 14.09.090 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential customers and nonresidential landscapes are to reduce water usage up to 40 percent.

C. City park sites shall, as an aggregate, reduce usage up to 40 percent.

D. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written

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consent to a different irrigation pattern:

1. 1st day of September – last day of April: No irrigation allowed.

2. 1st day of May – last day of August: up to one day per week irrigation on Monday, if needed.

E. Nonresidential water users (including, without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of September – last day of April: No irrigation allowed.

2. 1st day of May – last day of August: up to one day per week irrigation on Tuesday of each week, if needed.

F. The limitations specified in subsections D and E shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, trees or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

G. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

H. Installation of any new landscaping is prohibited unless irrigation is provided through connection to an active recycled water system. In the case of new construction, the city's building official will issue a temporary final upon completion of the structural development of the property. When the city has returned to a stage two drought restriction, landscaping installation can be completed and a building final will become available upon inspection by the city.

I. Except where recycled water is used, golf courses shall reduce irrigation up to 40 percent.

J. Automobiles or equipment shall be washed only at commercial establishments that recycle their water or by equipment and means that separates debris and recycles wash water for continual use.

K. Existing pools shall not be emptied and refilled using city water unless required for health or safety reasons until the city has returned to a stage two drought restriction. Pools may be refilled only to the extent necessary to replace evaporative losses.

L. No commitments shall be made to provide water service as part of any new land use entitlement (general plan, specific plan or amendments requesting new water allocations) until the city has returned to a stage two drought restriction. Currently approved specific plans with accompanying development agreements and projects

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or properties that have received water allocations in advance of full entitlements may be issued building permits so long as they comply with the remainder of this chapter.

M. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 8, 2015; Ord. 6500 § 9, 2022)

§ 14.09.110. Stage five drought restrictions.

During a stage five drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage, or stage one, stage two, stage three and stage four restrictions required by Sections 14.09.060, 14.09.070, 14.09.080, 14.09.090 and 14.09.100 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential customers and nonresidential landscapes are to reduce water usage up to 50 percent.

C. Except where recycled water is used, water users shall reduce landscape irrigation as follows:

1. Turf shall not be irrigated.

2. Trees and shrubs may be irrigated with a properly functioning low volume landscape irrigation system or by use of a handheld hose equipped with a nozzle capable of completely shutting off the flow of water except when positive action or pressure to maintain the flow of water is applied. Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

D. Filling new or existing swimming pools and spas with city water is prohibited.

E. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 9, 2015; Ord. 6500 § 10, 2022)

§ 14.09.120. Determination of drought tolerance.

Where this chapter permits or prohibits acts based upon whether or not a planting, tree, shrub, or groundcover is "drought tolerant" the determination shall be made based upon Sunset's *Western Garden Book* (most recent edition), or UC Davis Arboretum's "All Stars" plant database (www.arboretum.ucdavis.edu). Where this chapter permits or

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prohibits acts based upon whether a form of irrigation is "low volume drip irrigation" the determination shall be made by the director, or designee, whose determination shall be final.
(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 6500 § 11, 2022)

§ 14.09.130. Determination of landscape water consumption reductions.

Whenever this chapter requires a reduction in consumption of water for irrigation purposes, the base year for measurement shall be the last year that the basic water conservation stage was in effect or a date specified by the Governor or state agency. If that data is not available for a property, allocations will be based on water use for similar properties. The city manager or designee may elect to base a reduction on the base year or on a landscape water consumption calculation if use was, in the city manager's or designee's, sole opinion, either excessive or extraordinarily low. For landscaping installed subsequent to the base year, the calculations shall be based on landscape water consumption calculations submitted with the landscape plan, or water consumption the previous year, whichever is less.
(Ord. 2413 § 2, 1991; Ord. 2817 § 1, 1994; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 5491 § 10, 2015)

§ 14.09.140. Violations.

It is unlawful for any user and/or person to violate any provision or fail to comply with any of the requirements of this chapter. Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall constitute a violation of this chapter. A violation of the provisions of this chapter shall occur irrespective of the negligence or intent of the violator and a violation of or failure to comply with any of the requirements of this chapter may be charged as either an infraction or a misdemeanor in the discretion of the city attorney.
(Ord. 2413 § 2, 1991; Ord. 3834 § 3, 2002; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014)

§ 14.09.150. Enforcement authority.

A. Whenever the city manager, or designee (including, but not limited to, an enforcement officer), determines that a user and/or person has violated any provision of, or failed to meet a requirement of, this chapter, an administrative citation pursuant to Chapter 2.50 or a written compliance order pursuant to Chapter 2.52 may be issued to any user and/or person responsible for the violation.

B. Any compliance order issued may require without limitation any or all of the following:

   1. The allocation of a particular amount of water to a given user and/or person responsible for the violation;

   2. The issuance of a fine;

   3. The installation of a flow restriction device;

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4. The performance of monitoring, analyses, and reporting;

5. That violations shall cease and desist; and/or

6. The discontinuation of water service.

The compliance order shall set forth a deadline within which the requirements of the compliance order must be completed. Said compliance order shall further advise that, should the violator fail to comply with the compliance order within the established deadline, a hearing on the compliance order shall be set.

(Ord. 2413 § 2, 1991; Ord. 2817 § 1, 1994; Ord. 3034 § 3, 2002; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 5491 § 11, 2015)

§ 14.09.160. Hearing.

If full compliance is not achieved within the time specified in the compliance order, a hearing on the compliance order shall be set pursuant to Chapter 2.52. All penalties and remedies authorized by Chapter 2.52 shall apply to violations of this chapter.
(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014)

§ 14.09.170. Appeal.

Any user and/or person receiving a compliance order under Section 14.09.150 may appeal the determination of the director, or designee, to a hearing panel drawn from the membership of the board of appeals. The notice of appeal must be received by the city's environmental utilities department within 10 days from the date of the compliance order. Notice of hearing and hearing on the appeal will be conducted pursuant to the requirements of Chapter 2.52.
(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014)

§ 14.09.180. Separate offense for each day.

Any user and/or person that violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any such user and/or person commits, continues, permits, or causes a violation thereof, and shall be punished accordingly.
(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014)

§ 14.09.190. Public nuisance.

In addition to the enforcement processes and penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored by the city at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be initiated and/or taken by the city.
(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014)

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§ 14.09.200. Remedies not exclusive.

Remedies under this chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.
(Ord. 4629 § 2, 2008; Ord. 5311 § 2, 2014)

§ 14.09.210. Judicial review.

Any decision of the hearing panel shall be final. Any user and/or person aggrieved by an order of the hearing panel may obtain review of the order in the Superior Court by filing with the Court a petition for writ of mandate within 90 days pursuant to California Code of Civil Procedure Section 1094.6.
(Ord. 4629 § 2, 2008; Ord. 5311 § 2, 2014)

§ 14.09.220. Chapter severable.

The provisions of this chapter are severable. The city council declares that it would have adopted the remainder of this chapter even if any of its provisions are declared unlawful or unenforceable.
(Ord. 4629 § 2, 2008.; Ord. 5311 § 2, 2014)

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Appendix O – Roseville Municipal Code 14.08.090, 14.08.095, 14.08.100



Roseville Municipal Code

Title 14 PUBLIC UTILITIES

Chapter 14.08 WATER

§ 14.08.090. Service charges for metered service.

There shall be due and payable the following monthly charges, upon submission of the bill by the city to the owner of the property supplied with service, for all treated water measured by meters for residential, commercial, industrial and manufacturing or other purposes:

A. Monthly Quantity Rates. Effective July 4, 2025 and July 1, 2026, the monthly quantity rates on billings shall be as follows:

	Effective 7/4/2025	Effective 7/1/2026
Potable water usage (per cubic foot)	$0.0174	$0.0181
Recycled water usage (per cubic foot)	$0.0112	$0.0117

B. Monthly Service Charges. Effective July 4, 2025 and July 1, 2026, the monthly service charges on billings shall be as follows:

Meter Size (inches)	Peak Flow Rate (gallons per minute)	Effective 7/4/2025	Effective 7/1/2026
Up to 3/4	30	$31.63	$32.90
1	50	$49.47	$51.45
1-1/2	100	$94.07	$97.83
2	160	$147.59	$153.49
3	350	$317.07	329.75
4	630	$566.83	$589.50
6	1300	$1,164.47	$1,211.05
8	2800	$2,502.47	$2,602.57
10	4200	$3,751.27	$3,901.32

C. The total amount due and payable shall be the sum of the monthly service charge plus the quantity rate. The monthly service charge is due and payable regardless of whether water has been consumed. The service charge shall be the greater of the charge based on the meter size or flow rate, with the following exceptions:

1. No service charge shall be made for fire service that has backflow prevention with detector check devices approved by the environmental utilities director.

D. No service charge shall be made for recycled water utility back-up systems that are required for reliability only and have backflow prevention and metering approved by the environmental utilities director. This exclusion does not extend to systems that are regularly required as part of normal operation. The recycled water operation shall be responsible for water volumetric charges for these services and any costs

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associated with meter maintenance. For purposes of charging for treated water measured by meters:

1. A residential account is defined as a single metered water service which serves three or less dwelling units.

2. A nonresidential account is defined as a single metered water service which serves more than three dwelling units, or serves commercial, industrial, manufacturing, irrigation or other nonresidential land uses.

E. For single-family residential services that require automatic fire protection systems pursuant to Section 16.16.110, the increased meter size will not be assessed an additional charge associated with the fire protection system requirement. Service charges shall be based on the required service size as determined by the Uniform Plumbing Code without consideration for any fire protection system required by Section 16.16.110.

(Prior code § 27.14; Ord. 1239 § 1, 1974; Ord. 1418 § 8, 1978; Ord. 1918 § 1, 1985; Ord. 1953 § 1, 1986; Ord. 2708 § 1, 1993; Ord. 3101 § 1, 1997; Ord. 3687 § 1, 2001; Ord. 3756 § 1, 2001; Ord. 3964 § 1, 2003; Ord. 4001 § 3, 2003; Ord. 4263 § 2, 2005; Ord. 4473 § 1, 2006; Ord. 4508 § 1, 2007; Ord. 4639 § 1, 2008; Ord. 4680 § 1, 2008; Ord. 4724 § 2, 2009; Ord. 4957 § 1, 2011; Ord. 5174 § 2, 2013; Ord. 5610 § 2, 2016; Ord. 5837 § 2, 2017; Ord. 6100 § 3, 2019; Ord. 6367 § 2. 2021; Ord. 6660 § 1, 2023; Ord. 6953, 6/4/2025)

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§ 14.08.095. Water rate surcharge and excess water use charge.

Effective on billings as of May 1, 2009, all quantity rates identified in Section 14.08.090, but not recycled water, will be subject to the water shortage surcharges and excess water use charges identified as follows when the drought stages identified and set forth in Sections 14.09.070 through 14.09.110 are declared, provided that the city manager determines that imposition of such charges is required under the identified drought stage.

Summary of Water Shortage Rate Charges			
Stage	Water Use Restriction	Water Shortage Surcharge (*1)	Excess Water Use Charge (*2)
First Year of a Water Shortage			
Stage 1	10%	None	None
Stage 2	20%	15%	None
Stage 3	30%	33%	25%
Stage 4	40%	45%	50%
Stage 5	50%	60%	100%
Subsequent Year(s) of a Water Shortage			
Stage 1	10%	15%	None
Stage 2	20%	20%	25%
Stage 3	30%	40%	50%
Stage 4	40%	50%	100%
Stage 5	50%	75%	200%

Notes:

(*1) The water shortage surcharge (identified hereafter) shall be added to all quantity rates identified in Section 14.08.090 as applicable, according to drought stage.

(*2) In addition to the applicable water shortage surcharge, an excess water use charge shall be added to water rates identified in Section 14.08.090, according to drought stage.

(Ord. 2414 § 1, 1991; Ord. 3101 § 1, 1997; Ord. 4724 § 2, 2009; Ord. 5311 § 1, 2014; Ord. 5837 § 3, 2017)

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§ 14.08.100. Flat water rates.

The following service charges shall apply to flat rate consumers that the environmental utilities director determines are not cost effective to assign metered rates. The environmental utilities director shall conduct a water use study for consumers whom he or she determines may not be reasonably metered, and the director shall assign such consumers to an appropriate service rate level as set forth in this section. Water service rates for flat rate residential consumers shall be due and payable on a monthly basis according to the appropriate grouping set out in this section.

Effective July 4, 2025, and July 1, 2026, the flat rates on billings shall be as follows:

Nonmetered or Flat Service Charges	Effective 7/4/2025	Effective 7/1/2026
Single-family lots under 4,900 square feet; each mobile home unit not within a park maintaining its own distribution system and service; each dwelling unit of duplexes, triplexes, fourplexes, unmetered apartments and other multiple living units; other detached living units; and offices and stores with less than peak use of 250 gallons per day	$52.95	$55.07
Single-family lots 4,901 to 8,900 square feet	$56.79	$59.06
Single-family lots 8,901 to 12,000 square feet	$66.39	$69.05
Single-family lots 12,001 to 15,000 square feet	$73.59	$76.53

(Prior code § 27.15; Ord. 1239 § 2, 1974; Ord. 1418 § 9, 1978; Ord. 1918 § 1, 1985; Ord. 2708 § 1, 1993; Ord. 3101 § 1, 1997; Ord. 3687 § 1, 2001; Ord. 3756, § 2, 2001; Ord. 3964 § 1, 2003; Ord. 4263 § 2, 2005; Ord. 4508 § 1, 2007; Ord. 4724 § 2, 2009; Ord. 4957 § 1, 2011; Ord. 5174 § 2, 2013; Ord. 5610 § 3, 2016; Ord. 5837 § 4, 2017; Ord. 6100 § 5, 2019; Ord. 6367 § 3, 2021; Ord. 6660 § 2, 2023; Ord. 6953, 6/4/2025)

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Appendix P – CalWEP BMP Compliance Reports

The CalWEP BMP compliance reports for 2020, 2022, 2023, 2024, and 2025 are provided below. A compliance report for 2021 was not required by USBR and therefore is not provided.

Submit Form

Contact Information Update

Date	04/27/26
Water District	City of Roseville
District Address	2005 Hilltop Circle, Roseville, CA 95747
District Website	www.roseville.ca.us

Conservation Coordinator

First Name	Bobby
Last Name	Alvarez
Title	Water Conservation Administrator
Phone	(916) 746-1710
Email	balvarez@roseville.ca.us

General Manager

First Name	George
Last Name	Hanson
Title	Water Utility Manager
Phone	(916) 746-1764
Email	ghanson@roseville.ca.us

Other Contact

First Name	Sara
Last Name	Feusi
Title	Administrative Technician - Water Efficiency
Phone	(916) 746-1739
Email	sfeusi@roseville.ca.us

Gallons Per Capita Water Reduction

Reporting Year	2026
Data Year	2025

What was your GPCD the last 5 years?

Year	GPCD
2025	161.31
2024	176.38
2023	173.29
2022	183.64
2021	195.97

If not using programmatic method of water efficiency, what is your district implementing to reduce water use? Provide a brief narrative.

City of Roseville does use a programmatic method of water efficiency.

If your district's GPCD is not declining, please provide a narrative of why and what your district will be doing to accomplish water usage savings.

The City of Roseville's GPCD is generally declining.

Metering With Commodity Rates

Are all connections metered? ○ Yes ◉ No ○ NA

If not 100% metered, please provide a narrative of why and when your district will be fully metered.

The City of Roseville implemented a Meter Retrofit Program beginning in 2001 and concluding in 2011, whereby 99%+ of the City's service connections were retrofitted with meters, either individually or with master meters. In general, accounts were left unmetered where site plumbing issues make it challenging, if not practically impossible, to provide an individual meter to the account location at that time.

Currently, the remaining <1% of unmetered services are retrofitted as part of an ongoing

Are all metered connections billed by water usage? ◉ Yes ○ No ○ NA

If no, please provide a brief narrative of why and when your district will be billing by water usage?

Retail Conservation Pricing

Is your district billing utilizing conserving rate structure? ○ Yes ◉ No ○ NA

Website to billing rate structure	https://ecode360.com/RO4998

If no, please provide a brief narrative of why or when your district will be implementing a conserving rate structure.

As a component of its meter retrofit program, the City adopted conservation pricing for water on all metered accounts from 2011 through 2015. To comply with Proposition 218 requirements, a law passed in California, the City transitioned to a per-use, uniform rate billing structure in February 2016 which remains in place.

Water Waste Prohibition

Water Waste Ordinance (●) Yes ( ) No ( ) NA

Ordinance Website Address	https://ecode360.com/RO4998

Other Pertinent Links

	Title	Website
1	City of Roseville Water Efficiency Website	https://www.roseville.ca.gov/environmental_utilities/programs/water_efficiency/index.php
2	City of Roseville Water Efficiency - Report Water Waste	https://survey123.arcgis.com/share/c272fa5f05264b5682c21dcdfb0c1ffc
3		
4		
5		

Brief Comments/Narrative

The City currently restricts water waste within its service area. Roseville Municipal Code Chapter 14.09, Water Conservation Ordinance, defines water waste and associated penalties of continued infractions. Per the ordinance, customers in violation are provided a series of notifications at one week intervals: first a courtesy notice, second an administrative warning, and finally a formal citation. If the situation is not remedied by the time specified in the formal citation, additional measures can be taken to force compliance. These measures include fines, water restrictions, low flow devices, or discontinued service.

Water Loss Control

Water Loss Program? (●) Yes ( ) No ( ) NA

If not using AWWA Water Audit Software, brief description of program and/or link to website.

City of Roseville uses the latest version of AWWA Water Audit Software (V6).

AWWA Water Audit Software? (●) Yes ( ) No ( ) NA

Water Audit Data Validity Score	74/100
Data Validity Level	IV (71-90)
Date of Last Analysis	2024

Brief Comments/Narrative

In 2009 the City began using AWWA Water Loss software to develop an annual water loss audit. Results from the audit have helped the City identify where in the distribution process leaks are occurring. When coupled with detailed pipeline information stored in the City's asset management system, audit information helps identify leak-prone areas of the City's distribution system.

These areas are then targeted for annual visual and auditory leak detection surveys to isolate individual areas of leakage. Once isolated, the City's responses include corrosion monitoring programs, service cathodic protection and/or replacement. The City's asset management software is then updated with identified leaks, which in turn provides more information useful for prioritization of future rehabilitation programs.

Public Outreach

Briefly list/describe your Public Outreach Programs:

	Title	Website
1	News stories on main page	http://roseville.ca.gov/
2	Mulch Mayhem	tps://www.roseville.ca.gov/calendar/index.php?view=month&month=05&day=01&year=2026&event=5
3	Water Efficiency Rebates	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
4	Regional Water Authority's Water Efficiency Program	www.bewatersmart.info
5	EPA Water Sense Partner, Fix-a-Leak Week	www.epa.gov
6		
7		
8		
9		
10		

Brief Comments/Narrative

See website links for additional information.

School Education Programs

Briefly list/describe your School Education Programs:

	Title	Website
1	Be Water Smart News	www.bewatersmart.info
2	Elementary School Programs	https://www.roseville.ca.gov/utility_exploration_center/school_programs/index.php
3	Middle School Programs	https://www.roseville.ca.gov/utility_exploration_center/school_programs/index.php
4	High School Programs	https://www.roseville.ca.gov/utility_exploration_center/school_programs/index.php
5	Utility Exploration Center Exhibits	https://www.roseville.ca.gov/utility_exploration_center/school_programs/index.php
6		
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10		

Brief Comments/Narrative

Utility Exploration Center interactive exhibits teaching about water efficiency; website resources and links; teacher training workshops; other educational initiatives for various school-age groups.

The websites listed above detail individual programs for each different school age group including Elementary, Middle School, and High School students.

Residential Programs

Briefly list/describe your Residential Programs:

	Title	Website
1	Cash for Grass Rebate	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
2	Showerhead Replacement	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
3	Water Waste Patrols	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
4	Toilet Flapper Replacement	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
5	Water Wise Housecalls	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
6	Door Hangers	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
7		
8		
9		
10		

Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City's Water Efficiency programs reach approximately 1,500 residences per year, with continued efforts to engage the community and residents in rebate programs, water efficiency education, as well as best practices of water resource management.

The City continues its effort to reach residents via water efficiency rebate programs, free water wise house call services, water waste patrol and outreach.

Commercial, Institutional, and Industrial Programs

Briefly list/describe your CII Programs:

	Title	Website
1	Landscape Conversion and Irrigation Upgrade Rebate	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
2	Food Service One Stop Water Efficiency Rebate	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
3	Customized Rebate Program	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
4	Water Wise Evaluation Interior	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
5	Water Wise Evaluation Exterior	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
6	Water Budget Evaluation	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
7		
8		

Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City continues its water efficiency efforts by engaging the commercial community with multiple programs and outreach. Our water wise evaluations are one of our most valuable water saving services.

Landscape Programs

Briefly list/describe your Landscape Programs:

	Title	Website
1	Cash for Grass Rebate	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
2	Green Gardening Events	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
3	Water Wise Evaluation Exterior	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
4	DIY Landscape Workshops	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
5	Landscape Conversion and Irrigation Upgrade Rebate	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
6	Water Efficient Landscape Ordinance (WELO)	https://www.roseville.ca.gov/environmental_utilities/utility_rebates.php
7		
8		
9		
10		

Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City's Water Efficiency programs reach approximately 1,500 residences and approximately 900 commercial sites for landscape-related visits per year, with continued efforts to engage the community and residents in rebate programs, water efficiency education, as well as best practices of water resource management. The City continues its effort to reach residents and commercial customers via water efficiency rebate programs, free water wise house call services, commercial site evaluations, water waste patrol and outreach.

Submit Form

Contact Information Update

Date	05/07/25
Water District	City of Roseville
District Address	2005 Hilltop Circle, Roseville, CA 95747
District Website	www.roseville.ca.us

Conservation Coordinator

First Name	Bobby
Last Name	Alvarez
Title	Water Conservation Administrator
Phone	(916) 746-1710
Email	balvarez@roseville.ca.us

General Manager

First Name	George
Last Name	Hanson
Title	Water Utility Manager
Phone	(916) 746-1764
Email	ghanson@roseville.ca.us

Other Contact

First Name	Sara
Last Name	Feusi
Title	Administrative Technician - Water Efficiency
Phone	(916) 746-1739
Email	sfeusi@roseville.ca.us

Gallons Per Capita Water Reduction

Reporting Year	2025
Data Year	2024

What was your GPCD the last 5 years?

Year	GPCD
2024	176.38
2023	173.29
2022	183.64
2021	195.97
2020	206.77

If not using programmatic method of water efficiency, what is your district implementing to reduce water use? Provide a brief narrative.

City of Roseville does use a programmatic method of water efficiency.

If your district's GPCD is not declining, please provide a narrative of why and what your district will be doing to accomplish water usage savings.

The City of Roseville's GPCD is generally declining or staying steady; however, in 2020 due to quarantine measures resulting from the COVID-19 pandemic, there was a noted increase in indoor usage. This period of greater presence within residential homes caused an overall increase in GPCD for the year. This increase resulting from a change in customer behavior has not been observed to persist beyond the point that quarantine requirements were fully removed.

Metering With Commodity Rates

Are all connections metered? ○ Yes ◉ No ○ NA

If not 100% metered, please provide a narrative of why and when your district will be fully metered.

The City of Roseville implemented a Meter Retrofit Program beginning in 2001 and concluding in 2011, whereby 99%+ of the City's service connections were retrofitted with meters, either individually or with master meters. In general, accounts were left unmetered where site plumbing issues make it challenging, if not practically impossible, to provide an individual meter to the account location at that time.

Currently, the remaining <1% of unmetered services are retrofitted as part of an ongoing

Are all metered connections billed by water usage? ◉ Yes ○ No ○ NA

If no, please provide a brief narrative of why and when your district will be billing by water usage?

Retail Conservation Pricing

Is your district billing utilizing conserving rate structure? ○ Yes ◉ No ○ NA

Website to billing rate structure	https://ecode360.com/RO4998

If no, please provide a brief narrative of why or when your district will be implementing a conserving rate structure.

As a component of its meter retrofit program, the City adopted conservation pricing for water on all metered accounts from 2011 through 2015. To comply with Proposition 218 requirements, a law passed in California, the City transitioned to a per-use, uniform rate billing structure in February 2016.

Water Waste Prohibition

Water Waste Ordinance (●) Yes ( ) No ( ) NA

Ordinance Website Address	https://ecode360.com/RO4998

Other Pertinent Links

	Title	Website
1	City of Roseville Water Efficiency Website	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
2	City of Roseville Water Efficiency - Report Water Waste	https://survey123.arcgis.com/share/c272fa5f05264b5682c21dcdfb0c1ffc
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Brief Comments/Narrative

The City currently restricts water waste within its service area. Roseville Municipal Code Chapter 14.09, Water Conservation Ordinance, defines water waste and associated penalties of continued infractions. Per the ordinance, customers in violation are provided a series of notifications at one week intervals: first a courtesy notice, second an administrative warning, and finally a formal citation. If the situation is not remedied by the time specified in the formal citation, additional measures can be taken to force compliance. These measures include fines, water restrictions, low flow devices, or discontinued service.

Water Loss Control

Water Loss Program? (●) Yes ( ) No ( ) NA

If not using AWWA Water Audit Software, brief description of program and/or link to website.

City of Roseville uses the latest version of AWWA Water Audit Software (V6).

AWWA Water Audit Software? (●) Yes ( ) No ( ) NA

Water Audit Data Validity Score	74/100
Data Validity Level	IV (71-90)
Date of Last Analysis	2023

Brief Comments/Narrative

In 2009 the City began using AWWA Water Loss software to develop an annual water loss audit. Results from the audit have helped the City identify where in the distribution process leaks are occurring. When coupled with detailed pipeline information stored in the City's asset management system, audit information helps identify leak-prone areas of the City's distribution system.

These areas are then targeted for annual visual and auditory leak detection surveys to isolate individual areas of leakage. Once isolated, the City's responses include corrosion monitoring programs, service cathodic protection and/or replacement. The City's asset management software is then updated with identified leaks, which in turn provides more information useful for prioritization of future rehabilitation programs.

Public Outreach

Briefly list/describe your Public Outreach Programs:

	Title	Website
1	News stories on main page	http://roseville.ca.us/
2	Mulch Mayhem	ces/One.aspx?contextId=9754960&parentId=9754960&returnTo=9754960&objectId=20743848&curr
3	Water Efficiency Rebates	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
4	Regional Water Authority's Water Efficiency Program	www.bewatersmart.info
5	EPA Water Sense Partner, Fix-a-Leak Week	www.epa.gov
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Brief Comments/Narrative

See website links for additional information.

School Education Programs

Briefly list/describe your School Education Programs:

	Title	Website
1	Be Water Smart News	www.bewatersmart.info
2	Elementary School Programs	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=19407447
3	Middle School Programs	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=19407471
4	High School Programs	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=19407474
5	Utility Exploration Center Exhibits	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
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Brief Comments/Narrative

Utility Exploration Center interactive exhibits teaching about water efficiency; website resources and links; teacher training workshops; other educational initiatives for various school-age groups.

The websites listed above detail individual programs for each different school age group including Elementary, Middle School, and High School students.

Residential Programs

Briefly list/describe your Residential Programs:

	Title	Website
1	Cash for Grass Rebate	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
2	Showerhead Replacement	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
3	Water Waste Patrols	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
4	Toilet Flapper Replacement	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
5	Water Wise Housecalls	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
6	Door Hangers	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
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Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City's Water Efficiency programs reach approximately 1,100 residences per year, with continued efforts to engage the community and residents in rebate programs, water efficiency education, as well as best practices of water resource management.

The City continues its effort to reach residents via water efficiency rebate programs, free water wise house call services, water waste patrol and outreach.

Commercial, Institutional, and Industrial Programs

Briefly list/describe your CII Programs:

	Title	Website
1	Landscape Conversion and Irrigation Upgrade Rebate	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
2	Food Service One Stop Water Efficiency Rebate	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
3	Customized Rebate Program	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
4	Water Wise Evaluation Interior	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
5	Water Wise Evaluation Exterior	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
6	Water Budget Evaluation	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
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Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City continues its water efficiency efforts by engaging the commercial community with multiple programs and outreach. Our water wise evaluations are one of our most valuable water saving services.

Landscape Programs

Briefly list/describe your Landscape Programs:

	Title	Website
1	Cash for Grass Rebate	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
2	Green Gardening Events	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
3	Water Wise Evaluation Exterior	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
4	DIY Landscape Workshops	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
5	Landscape Conversion and Irrigation Upgrade Rebate	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
6	Water Efficient Landscape Ordinance (WELO)	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
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Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City's Water Efficiency programs reach approximately 1,100 residences and approximately 900 commercial sites for landscape-related visits per year, with continued efforts to engage the community and residents in rebate programs, water efficiency education, as well as best practices of water resource management. The City continues its effort to reach residents and commercial customers via water efficiency rebate programs, free water wise house call services, commercial site evaluations, water waste patrol and outreach.

Contact Information Update

Date	04/30/24
Water District	City of Roseville
District Address	2005 Hilltop Circle, Roseville, CA 95747
District Website	www.roseville.ca.us

Conservation Coordinator

First Name	Bobby
Last Name	Alvarez
Title	Water Conservation Administrator
Phone	(916) 746-1710
Email	balvarez@roseville.ca.us

General Manager

First Name	George
Last Name	Hanson
Title	Water Utility Manager
Phone	(916) 746-1764
Email	ghanson@roseville.ca.us

Other Contact

First Name	Sara
Last Name	Feusi
Title	Administrative Technician - Water Efficiency
Phone	(916) 746-1739
Email	sfeusi@roseville.ca.us

Gallons Per Capita Water Reduction

Reporting Year	2024
Data Year	2023

What was your GPCD the last 5 years?

Year	GPCD
2023	173.29
2022	183.64
2021	195.97
2020	206.77
2019	190.50

If not using programmatic method of water efficiency, what is your district implementing to reduce water use? Provide a brief narrative.

City of Roseville does use a programmatic method of water efficiency.

If your district's GPCD is not declining, please provide a narrative of why and what your district will be doing to accomplish water usage savings.

The City of Roseville's GPCD is generally declining; however, in 2020 due to quarantine measures resulting from the COVID-19 pandemic, there was a noted increase in indoor usage. This period of greater presence within residential homes caused an overall increase in GPCD for the year. It is not expected that this increase will remain beyond the point that quarantine requirements are fully removed.

Metering With Commodity Rates

Are all connections metered? ○ Yes ◉ No ○ NA

If not 100% metered, please provide a narrative of why and when your district will be fully metered.

The City of Roseville implemented a Meter Retrofit Program beginning in 2001 and concluding in 2011, whereby 99%+ of the City's service connections were retrofitted with meters, either individually or with master meters. In general, accounts were left unmetered where site plumbing issues make it challenging, if not practically impossible, to provide an individual meter to the account location at that time.

Currently, the remaining <1% of unmetered services are retrofitted as part of an ongoing

Are all metered connections billed by water usage? ◉ Yes ○ No ○ NA

If no, please provide a brief narrative of why and when your district will be billing by water usage?

Retail Conservation Pricing

Is your district billing utilizing conserving rate structure? ○ Yes ◉ No ○ NA

Website to billing rate structure	https://ecode360.com/RO4998

If no, please provide a brief narrative of why or when your district will be implementing a conserving rate structure.

As a component of its meter retrofit program, the City adopted conservation pricing for water on all metered accounts from 2011 through 2015. To comply with Proposition 218 requirements, a law passed in California, the City transitioned to a per-use, uniform rate billing structure in February 2016.

Water Waste Prohibition

Water Waste Ordinance (●) Yes ( ) No ( ) NA

Ordinance Website Address	https://ecode360.com/RO4998

Other Pertinent Links

	Title	Website
1	City of Roseville Water Efficiency Website	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
2	City of Roseville Water Efficiency - Report Water Waste	https://survey123.arcgis.com/share/c272fa5f05264b5682c21dcdfb0c1ffc
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Brief Comments/Narrative

The City currently restricts water waste within its service area. Roseville Municipal Code Chapter 14.09, Water Conservation Ordinance, defines water waste and associated penalties of continued infractions. Per the ordinance, customers in violation are provided a series of notifications at one week intervals: first a courtesy notice, second an administrative warning, and finally a formal citation. If the situation is not remedied by the time specified in the formal citation, additional measures can be taken to force compliance. These measures include fines, water restrictions, low flow devices, or discontinued service.

Water Loss Control

Water Loss Program? (●) Yes ( ) No ( ) NA

If not using AWWA Water Audit Software, brief description of program and/or link to website.

City of Roseville uses the latest version of AWWA Water Audit Software (V6).

AWWA Water Audit Software? (●) Yes ( ) No ( ) NA

Water Audit Data Validity Score	74/100
Data Validity Level	IV (71-90)
Date of Last Analysis	2022

Brief Comments/Narrative

In 2009 the City began using AWWA Water Loss software to develop an annual water loss audit. Results from the audit have helped the City identify where in the distribution process leaks are occurring. When coupled with detailed pipeline information stored in the City's asset management system, audit information helps identify leak-prone areas of the City's distribution system.

These areas are then targeted for annual visual and auditory leak detection surveys to isolate individual areas of leakage. Once isolated, the City's responses include corrosion monitoring programs, service cathodic protection and/or replacement. The City's asset management software is then updated with identified leaks, which in turn provides more information useful for prioritization of future rehabilitation programs.

Public Outreach

Briefly list/describe your Public Outreach Programs:

	Title	Website
1	News stories on main page	http://roseville.ca.us/
2	Mulch Mayhem	http://roseville.ca.us/workspaces/One.aspx?objectId=12537136&contextId=9754960
3	Water Efficiency Rebates	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
4	Regional Water Authority's Water Efficiency Program	www.bewatersmart.info
5	EPA Water Sense Partner, Fix-a-Leak Week	www.epa.gov
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Brief Comments/Narrative

In 2020, the City's public facility access and interactive programs were amended according to state and local guidance pertaining to the COVID-19 pandemic. As much as was possible, exhibits and programs remained in effect and have been reinstated.

See website links for additional information.

School Education Programs

Briefly list/describe your School Education Programs:

	Title	Website
1	Be Water Smart News	www.bewatersmart.info
2	Water, the Never Ending Cycle (water cycle program)	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=19402906
3	Hydro Heroes (1st-3rd grade program)	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=19402906
4	Water Warriors (1st-3rd grade program)	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=19402906
5	H2Own (4th-6th grade program)	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=19402906
6	Keepin' It Clean (4th-6th grade program)	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=19402906
7	Planet Protectors comic books and lesson plans for Kindergarten	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=19402906
8	Water Spots video contest for high school students	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=19402906
9	Living Rivers of the Sacramento Valley Program	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
10	Utility Exploration Center Exhibits	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907

Brief Comments/Narrative

In 2020, the City's public facility access and interactive programs were amended according to state and local guidance pertaining to the COVID-19 pandemic. As much as was possible, exhibits and programs remained in effect.

Utility Exploration Center interactive exhibits teaching about water efficiency; website resources and links; teacher training workshops; other educational initiatives for various school-age groups.

Planet Protectors comic books and lesson plans (pre/post activities) for our Kindergarten Program, Hydro Heroes, Water Warriors, H2Own and Keepin it Clean;

Residential Programs

Briefly list/describe your Residential Programs:

	Title	Website
1	Cash for Grass Rebate	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
2	Showerhead Replacement	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
3	Faucet Aerators Replacement	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
4	Toilet Flapper Replacement	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
5	Water Wise Housecalls	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
6	Door Hangers	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
7	Water Waste Patrols	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
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Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City's Water Efficiency programs reach approximately 900 residences per year, with continued efforts to engage the community and residents in rebate programs, water efficiency education, as well as best practices of water resource management.

The City continues its effort to reach residents via water efficiency rebate programs, free water wise house call services, water waste patrol and outreach.

Commercial, Institutional, and Industrial Programs

Briefly list/describe your CII Programs:

	Title	Website
1	Landscape Conversion and Irrigation Upgrade Rebate	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
2	Food Service One Stop Water Efficiency Rebate	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
3	Customized Rebate Program	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
4	Water Wise Evaluation Interior	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
5	Water Wise Evaluation Exterior	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
6	Water Budget Evaluation	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
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Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City continues its water efficiency efforts by engaging the commercial community with multiple programs and outreach. Our water wise evaluations are one of our most valuable water saving services.

Landscape Programs

Briefly list/describe your Landscape Programs:

	Title	Website
1	Cash for Grass Rebate	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
2	Green Gardening Events	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
3	Water Wise Evaluation Exterior	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
4	DIY Landscape Workshops	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
5	Landscape Conversion and Irrigation Upgrade Rebate	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
6	Water Efficient Landscape Ordinance (WELO)	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
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Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City's Water Efficiency programs reach approximately 900 residences and approximately 800 commercial sites for landscape-related visits per year, with continued efforts to engage the community and residents in rebate programs, water efficiency education, as well as best practices of water resource management. The City continues its effort to reach residents and commercial customers via water efficiency rebate programs, free water wise house call services, commercial site evaluations, water waste patrol and outreach.

Contact Information Update

Date	04/13/23
Water District	City of Roseville
District Address	2005 Hilltop Circle, Roseville, CA 95747
District Website	www.roseville.ca.us

Conservation Coordinator

First Name	Bobby
Last Name	Alvarez
Title	Water Conservation Administrator
Phone	(916) 746-1710
Email	balvarez@roseville.ca.us

General Manager

First Name	Sean
Last Name	Bigley
Title	Environmental Utilities Assistant Director
Phone	(916) 774-5513
Email	sbigley@roseville.ca.us

Other Contact

First Name	Justin
Last Name	Black
Title	Water Conservation Specialist
Phone	(916) 746-1763
Email	wblack@roseville.ca.us

Gallons Per Capita Water Reduction

Reporting Year	2023
Data Year	2022

What was your GPCD the last 5 years?

Year	GPCD
2022	183.64
2021	208.01
2020	206.77
2019	190.50
2018	190.90

If not using programmatic method of water efficiency, what is your district implementing to reduce water use? Provide a brief narrative.

City of Roseville does use a programmatic method of water efficiency.

If your district's GPCD is not declining, please provide a narrative of why and what your district will be doing to accomplish water usage savings.

The City of Roseville's GPCD is generally declining. In 2020 and 2021 due to quarantine measures resulting from the COVID-19 pandemic, there was a noted increase in indoor usage. This period of greater presence within residential homes caused an overall increase in GPCD for those years. In 2022 the City of Roseville's GPCD resumed its downward trend.

Metering With Commodity Rates

Are all connections metered? ○ Yes ◉ No ○ NA

If not 100% metered, please provide a narrative of why and when your district will be fully metered.

The City of Roseville implemented a Meter Retrofit Program beginning in 2001 and concluding in 2011, whereby 99%+ of the City's service connections were retrofitted with meters, either individually or with master meters. In general, accounts were left unmetered where site plumbing issues make it challenging, if not practically impossible, to provide an individual meter to the account location at that time.

Currently, the remaining <1% of unmetered services are retrofitted as part of an ongoing

Are all metered connections billed by water usage? ◉ Yes ○ No ○ NA

If no, please provide a brief narrative of why and when your district will be billing by water usage?

Retail Conservation Pricing

Is your district billing utilizing conserving rate structure? ○ Yes ◉ No ○ NA

Website to billing rate structure	http://qcode.us/codes/roseville/

If no, please provide a brief narrative of why or when your district will be implementing a conserving rate structure.

As a component of its meter retrofit program, the City adopted conservation pricing for water on all metered accounts from 2011 through 2015. To comply with Proposition 218 requirements, a law passed in California, the City transitioned to a per-use, uniform rate billing structure in February 2016.

Water Waste Prohibition

Water Waste Ordinance (●) Yes ( ) No ( ) NA

Ordinance Website Address	http://qcode.us/codes/roseville/

Other Pertinent Links

	Title	Website
1	City of Roseville Water Efficiency Website	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
2	City of Roseville Water Efficiency - Report Water Waste	https://www.roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=8916755
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Brief Comments/Narrative

The City currently restricts water waste within its service area. Roseville Municipal Code Chapter 14.09, Water Conservation Ordinance, defines water waste and associated penalties of continued infractions. Per the ordinance, customers in violation are provided a series of notifications at one week intervals: first a courtesy notice, second an administrative warning, and finally a formal citation. If the situation is not remedied by the time specified in the formal citation, additional measures can be taken to force compliance. These measures include fines, water restrictions, low flow devices, or discontinued service.

Water Loss Control

Water Loss Program? (●) Yes ( ) No ( ) NA

If not using AWWA Water Audit Software, brief description of program and/or link to website.

City of Roseville uses the latest version of AWWA Water Audit Software.

AWWA Water Audit Software? (●) Yes ( ) No ( ) NA

Water Audit Data Validity Score	72/100
Data Validity Level	IV (71-90)
Date of Last Analysis	2021

Brief Comments/Narrative

In 2009 the City began using AWWA Water Loss software to develop an annual water loss audit. Results from the audit have helped the City identify where in the distribution process leaks are occurring. When coupled with detailed pipeline information stored in the City's asset management system, audit information helps identify leak-prone areas of the City's distribution system.

These areas are then targeted for annual visual and auditory leak detection surveys to isolate individual areas of leakage. Once isolated, the City's responses include corrosion monitoring programs, service cathodic protection and/or replacement. The City's asset management software is then updated with identified leaks, which in turn provides more information useful for prioritization of future rehabilitation programs.

Public Outreach

Briefly list/describe your Public Outreach Programs:

	Title	Website
1	News stories on main page	http://roseville.ca.us/
2	Green Living Workshops	https://www.roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=15390262
3	Mulch Mayhem	https://www.roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=12562310
4	Water Efficiency Rebates	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
5	Earth Night	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8717422
6	Inspiration Garden	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
7	Regional Water Authority's Water Efficiency Program	www.bewatersmart.info
8	EPA Water Sense Partner, Fix-a-Leak Week	www.epa.gov
9	Water Conservation Challenge	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8717422
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Brief Comments/Narrative

In 2020 and 2021, the City's public facility access and interactive programs were amended according to state and local guidance pertaining to the COVID-19 pandemic. As much as was possible, exhibits and programs remained in effect. As of 2022 the normal operations have mostly resumed.

See website links for additional information.

School Education Programs

Briefly list/describe your School Education Programs:

	Title	Website
1	Be Water Smart News	www.bewatersmart.info
2	Water, the Never Ending Cycle (water cycle program)	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
3	Hydro Heroes (1st-3rd grade program)	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
4	Water Warriors (1st-3rd grade program)	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
5	H2Own (4th-6th grade program)	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
6	Keepin' It Clean (4th-6th grade program)	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
7	Planet Protectors comic books and lesson plans for Kindergarten	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
8	Water Spots video contest for high school students	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
9	Living Rivers of the Sacramento Valley Program	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
10	Utility Exploration Center Exhibits	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907

Brief Comments/Narrative

In 2020 and 2021, the City's public facility access and interactive programs were amended according to state and local guidance pertaining to the COVID-19 pandemic. As much as was possible, exhibits and programs remained in effect. As of 2022 the normal operations have mostly resumed.

Utility Exploration Center interactive exhibits teaching about water efficiency; website resources and links; teacher training workshops; other educational initiatives for various school-age groups.

Planet Protectors comic books and lesson plans (pre/post activities) for our

Residential Programs

Briefly list/describe your Residential Programs:

	Title	Website
1	Cash for Grass Rebate	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
2	Showerhead Replacement	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10783212
3	Faucet Aerators Replacement	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10783212
4	Toilet Flapper Replacement	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10783212
5	Water Wise Housecalls	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
6	Door Hangers	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
7	Water Waste Patrols	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
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Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City's Water Efficiency programs reach approximately 1000 residences per year, with continued efforts to engage the community and residents in rebate programs, water efficiency education, as well as best practices of water resource management.

The City continues its effort to reach residents via water efficiency rebate programs, free water wise house call services, water waste patrol and outreach.

Commercial, Institutional, and Industrial Programs

Briefly list/describe your CII Programs:

	Title	Website
1	Landscape Conversion and Irrigation Upgrade Rebate	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
2	Food Service One Stop Water Efficiency Rebate	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
3	Customized Rebate Program	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
4	Water Wise Evaluation Interior	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10866145
5	Water Wise Evaluation Exterior	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10866145
6	Water Budget Evaluation	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10866145
7	Report Water Waste	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
8		

Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City continues its water efficiency efforts by engaging the commercial community with multiple programs and outreach. Our water wise evaluations are one of our most valuable water saving services.

Landscape Programs

Briefly list/describe your Landscape Programs:

	Title	Website
1	Cash for Grass Rebate	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
2	Green Gardening Events	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
3	Water Wise Evaluation Exterior	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10866145
4	DIY Landscape Workshops	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
5	Landscape Conversion and Irrigation Upgrade Rebate	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10866145
6	Water Efficient Landscape Ordinance (WELO)	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
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Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City's Water Efficiency programs reach approximately 1000 residences and approximately 100 commercial sites for landscape-related visits per year, with continued efforts to engage the community and residents in rebate programs, water efficiency education, as well as best practices of water resource management. The City continues its effort to reach residents and commercial customers via water efficiency rebate programs, free water wise house call services, commercial site evaluations, water waste patrol and outreach.

Contact Information Update

Date	04/08/21
Water District	City of Roseville
District Address	2005 Hilltop Circle, Roseville, CA 95747
District Website	www.roseville.ca.us

Conservation Coordinator

First Name	Bobby
Last Name	Alvarez
Title	Water Conservation Administrator
Phone	(916) 746-1710
Email	balvarez@roseville.ca.us

General Manager

First Name	Sean
Last Name	Bigley
Title	Environmental Utilities Assistant Director
Phone	(916) 774-5513
Email	sbigley@roseville.ca.us

Other Contact

First Name	Jennifer
Last Name	Sbaffi
Title	Customer Service Supervisor
Phone	(916) 746-1707
Email	jsbaffi@roseville.ca.us

Gallons Per Capita Water Reduction

Reporting Year	2020
Data Year	2020

What was your GPCD the last 5 years?

Year	GPCD
2020	206.77
2019	190.50
2018	190.90
2017	194.08
2016	177.32

If not using programmatic method of water efficiency, what is your district implementing to reduce water use? Provide a brief narrative.

City of Roseville does use a programmatic method of water efficiency.

If your district's GPCD is not declining, please provide a narrative of why and what your district will be doing to accomplish water usage savings.

The City of Roseville's GPCD is generally declining; however, in 2020 due to quarantine measures resulting from the COVID-19 pandemic, there was a noted increase in indoor usage. This period of greater presence within residential homes caused an overall increase in GPCD for the year. It is not expected that this increase will remain beyond the point that quarantine requirements are fully removed.

Metering With Commodity Rates

Are all connections metered? ○ Yes ◉ No ○ NA

If not 100% metered, please provide a narrative of why and when your district will be fully metered.

The City of Roseville implemented a Meter Retrofit Program beginning in 2001 and concluding in 2011, whereby 99%+ of the City's service connections were retrofitted with meters, either individually or with master meters. In general, accounts were left unmetered where site plumbing issues make it challenging, if not practically impossible, to provide an individual meter to the account location at that time.

Currently, the remaining <1% of unmetered services are retrofitted as part of an ongoing

Are all metered connections billed by water usage? ◉ Yes ○ No ○ NA

If no, please provide a brief narrative of why and when your district will be billing by water usage?

Retail Conservation Pricing

Is your district billing utilizing conserving rate structure? ○ Yes ◉ No ○ NA

Website to billing rate structure	http://qcode.us/codes/roseville/

If no, please provide a brief narrative of why or when your district will be implementing a conserving rate structure.

As a component of its meter retrofit program, the City adopted conservation pricing for water on all metered accounts from 2011 through 2015. To comply with Proposition 218 requirements, a law passed in California, the City transitioned to a per-use, uniform rate billing structure in February 2016.

Water Waste Prohibition

Water Waste Ordinance (●) Yes ( ) No ( ) NA

Ordinance Website Address	http://qcode.us/codes/roseville/

Other Pertinent Links

	Title	Website
1	City of Roseville Water Efficiency Website	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
2	City of Roseville Water Efficiency - Report Water Waste	https://roseville.maps.arcgis.com/apps/GeoForm/index.html?appid=d1a535cf27c845449697c6cf563d0469
3		
4		
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Brief Comments/Narrative

The City currently restricts water waste within its service area. Roseville Municipal Code Chapter 14.09, Water Conservation Ordinance, defines water waste and associated penalties of continued infractions. Per the ordinance, customers in violation are provided a series of notifications at one week intervals: first a courtesy notice, second an administrative warning, and finally a formal citation. If the situation is not remedied by the time specified in the formal citation, additional measures can be taken to force compliance. These measures include fines, water restrictions, low flow devices, or discontinued service.

Water Loss Control

Water Loss Program? (●) Yes ( ) No ( ) NA

If not using AWWA Water Audit Software, brief description of program and/or link to website.

City of Roseville uses the latest version of AWWA Water Audit Software.

AWWA Water Audit Software? (●) Yes ( ) No ( ) NA

Water Audit Data Validity Score	70/100
Data Validity Level	III (51-70)
Date of Last Analysis	2019

Brief Comments/Narrative

In 2009 the City began using AWWA Water Loss software to develop an annual water loss audit. Results from the audit have helped the City identify where in the distribution process leaks are occurring. When coupled with detailed pipeline information stored in the City's asset management system, audit information helps identify leak-prone areas of the City's distribution system.

These areas are then targeted for annual visual and auditory leak detection surveys to isolate individual areas of leakage. Once isolated, the City's responses include corrosion monitoring programs, service cathodic protection and/or replacement. The City's asset management software is then updated with identified leaks, which in turn provides more information useful for prioritization of future rehabilitation programs.

Public Outreach

Briefly list/describe your Public Outreach Programs:

	Title	Website
1	News stories on main page	http://roseville.ca.us/
2	Green Living Workshops	https://www.roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=15390262
3	Mulch Mayhem	http://roseville.ca.us/workspaces/One.aspx?objectId=12537136&contextId=9754960
4	Water Efficiency Rebates	https://www.roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=11491211
5	EU Today newsletter	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=87 17422
6	Landscape makeover contest	https://www.roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=8944823
7	Regional Water Authority's Water Efficiency Program	www.bewatersmart.info
8	EPA Water Sense Partner, Fix-a-Leak Week	www.epa.gov
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Brief Comments/Narrative

In 2020, the City's public facility access and interactive programs were amended according to state and local guidance pertaining to the COVID-19 pandemic. As much as was possible, exhibits and programs remained in effect.

See website links for additional information.

School Education Programs

Briefly list/describe your School Education Programs:

	Title	Website
1	Be Water Smart News	www.bewatersmart.info
2	Water, the Never Ending Cycle (water cycle program)	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
3	Hydro Heroes (1st-3rd grade program)	https://www.roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=8968185
4	Water Warriors (1st-3rd grade program)	https://www.roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=8968201
5	H2Own (4th-6th grade program)	https://www.roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=8968181
6	Keepin' It Clean (4th-6th grade program)	https://www.roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=8968188
7	Planet Protectors comic books and lesson plans for Kindergarten	https://www.roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=8940700
8	Water Spots video contest for high school students	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
9	Living Rivers of the Sacramento Valley Program	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907
10	Utility Exploration Center Exhibits	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8715907

Brief Comments/Narrative

In 2020, the City's public facility access and interactive programs were amended according to state and local guidance pertaining to the COVID-19 pandemic. As much as was possible, exhibits and programs remained in effect.

Utility Exploration Center interactive exhibits teaching about water efficiency; website resources and links; teacher training workshops; other educational initiatives for various school-age groups.

Planet Protectors comic books and lesson plans (pre/post activities) for our Kindergarten Program, Hydro Heroes, Water Warriors, H2Own and Keepin it Clean;

Residential Programs

Briefly list/describe your Residential Programs:

	Title	Website
1	Cash for Grass Rebate	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
2	Showerhead Replacement	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10783212
3	Faucet Aerators Replacement	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10783212
4	Toilet Flapper Replacement	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10783212
5	Water Wise Housecalls	http://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10783212
6	Door Hangers	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
7	Water Waste Patrols	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
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Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City's Water Efficiency programs reach approximately 1000 residences per year, with continued efforts to engage the community and residents in rebate programs, water efficiency education, as well as best practices of water resource management.

The City continues its effort to reach residents via water efficiency rebate programs, free water wise house call services, water waste patrol and outreach.

Commercial, Institutional, and Industrial Programs

Briefly list/describe your CII Programs:

	Title	Website
1	Landscape Conversion and Irrigation Upgrade Rebate	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
2	Food Service One Stop Water Efficiency Rebate	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
3	Customized Rebate Program	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
4	Water Wise Evaluation Interior	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10866145
5	Water Wise Evaluation Exterior	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10866145
6	Water Budget Evaluation	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10866145
7	Water Waste Patrols	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
8		

Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City continues its water efficiency efforts by engaging the commercial community with multiple programs and outreach. Our water wise evaluations are one of our most valuable water saving services.

Landscape Programs

Briefly list/describe your Landscape Programs:

	Title	Website
1	Cash for Grass Rebate	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
2	Green Gardening Events	https://roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=15390262
3	Water Wise Evaluation Exterior	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10866145
4	DIY Landscape Workshops	https://roseville.ca.us/cms/one.aspx?portalId=7964922&pageId=15390262
5	Landscape Conversion and Irrigation Upgrade Rebate	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10126299
6	Water Efficient Landscape Ordinance (WELO)	https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8905954
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Are your programs effective? (●) Yes ( ) No ( ) NA

Has your district reached program participation saturation? ( ) Yes (●) No ( ) NA

Brief Comments/Narrative

The City's Water Efficiency programs reach approximately 1000 residences and approximately 1000 commercial sites for landscape-related visits per year, with continued efforts to engage the community and residents in rebate programs, water efficiency education, as well as best practices of water resource management. The City continues its effort to reach residents and commercial customers via water efficiency rebate programs, free water wise house call services, commercial site evaluations, water waste patrol and outreach.

Appendix Q – Adoption Resolutions and Submission

Resolutions and submission documentation will be added following final Council adoption.

Appendix R – DWR UWMP Checklist

2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and overview	n/a	Executive Summary
Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan preparation	n/a	Executive Summary
Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan preparation	n/a	Section 2.1
Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan preparation	2-1	Section 2.1
Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan preparation	2-2	Section 2.2
Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan preparation	2-3	Section 2.3
Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan preparation	n/a	Appendix B
Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan preparation	n/a	Section 2.4
Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan preparation	2-4 R	Appendix A
Section 2.4.1	10631(h)	Wholesale Suppliers will provide their Suppliers with identification and quantification of the existing and planned sources of water available from the Wholesale Supplier to the Supplier during various water year types.	Plan preparation	2-4 W	N/A
Chapter 3	10631(a)	Describe the Supplier service area.	System description	n/a	Section 3.2
Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System description	n/a	Section 3.3
Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System description	3-1	DWR Table 3-1
Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System description	n/a	Section 3.4.2
Section 3.5	10631(a)	Describe the land uses within the service area… include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System description and baselines	n/a	Section 3.5

Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System water use	4-1 and 4-2	COR Table 4-A DWR Table 4-1 DWR Table 4-2
Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System water use	4-5	COR Table 4-D DWR Table 4-5
Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System water use	4-6	Section 4.2.6
Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System water use	4-3	COR Table 4-G COR Table 4-H
Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System water use	4-3	Section 4.2.7
Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System water use	4-3	Section 4.2.7
Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall… Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System water use	4-3	Section 4.2.7
Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System water use	n/a	Section 4.4 Section 6.14.2
Section 5.1	10608.36	Wholesale Suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their Retail Suppliers achieve targeted water use reductions.	Baselines and targets	n/a	N/A
Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: - Was considered an urban retail water supplier in 2020, - Met its 2020 target in 2020, or - Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	Baselines and targets	5-1	2025 DWR Table 5-1
Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System supplies	n/a	Section 6.11
Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System supplies	n/a	Section 7.2
Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water supplies and recycled water	6-1	Section 6.3

Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System supplies	n/a	Section 6.3.2
Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System supplies	n/a	Section 6.3.1
Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System supplies	n/a	Section 6.3.1
Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin…	Water supplies and recycled water	n/a	Section 6.3.1
Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water supplies and recycled water	n/a	Section 6.3.2
Section 6.2.2	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System supplies	n/a	Section 6.3.3
Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System supplies	6-9	Section 6.12.2
Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System supplies	6-8 and 6-9	DWR Table 6-8 DWR Table 6-9
Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System supplies	n/a	Section 6.10
Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System supplies (recycled water)	6-2	Section 6.5.1
Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System supplies (recycled water)	6-3	Section 6.5.1
Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System supplies (recycled water)	6-4	Section 6.7
Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System supplies (recycled water)	6-4	Section 6.8
Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System supplies (recycled water)	6-4 and 6-5	Section 6.7
Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System supplies (recycled water)	6-6	Section 6.8
Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System supplies (recycled water)	n/a	Section 6.8
Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System supplies	6-7	Section 6.9

Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System supplies	6-7	Section 6.12
Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System suppliers, energy intensity	O-1A, O-1B, O-1C, and O-2	Section 6.15
Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water supply reliability assessment	n/a	Section 7.1.2
Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water supply reliability assessment	7-2, 7-3, and 7-4	DWR Table 7-2 DWR Table 7-3 DWR Table 7-4
Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water supply reliability assessment	n/a	Section 7.2.5
Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water supply reliability assessment	n/a	DWR Table 7-2 DWR Table 7-3 DWR Table 7-4 DWR Table 7-5
Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water supply reliability assessment	n/a	Section 7.2.5
Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water supply reliability assessment	n/a	COR Table 7-D
Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water supply reliability assessment	7-5	DWR Table 7-4 DWR Table 7-5
Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water supply reliability assessment	n/a	Section 7.2.1
Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water shortage contingency planning	n/a	Appendix M
Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water shortage contingency planning	n/a	WSCP Section 1.1
Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water shortage contingency planning	n/a	WSCP Table 5
Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water shortage contingency planning	n/a	WSCP Table 5 Steps 1-8
Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water shortage contingency planning	n/a	WSCP Table 4
Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water shortage contingency planning	8-1	WSCP Table 4

Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water shortage contingency planning	8-2	WSCP Section 1.5
Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water shortage contingency planning	8-3	WSCP Table 6
Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water shortage contingency planning	8-2	WSCP Section 1.5
Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water shortage contingency planning	Table 8-3	WSCP Table 6
Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water shortage contingency planning	8-2 and 8-3	WSCP Table 6
Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water shortage contingency planning	n/a	WSCP Section 1.1.3
Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water shortage contingency planning	n/a	WSCP Table 5
Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water shortage contingency planning	n/a	WSCP Table 5
Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water shortage contingency planning	n/a	WSCP Section 1.6
Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water shortage contingency planning	n/a	WSCP Section 1.2
Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. *Water Shortage Emergencies*.	Water shortage contingency planning	n/a	WSCP Table 5 Step 11
Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water shortage contingency planning	n/a	WSCP Table 5 Step 12
Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	WSCP Section 1.6
Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	WSCP Section 1.7
Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, *Excessive Residential Water Use During Drought*.	Water shortage contingency planning	n/a	WSCP Section 1.7
Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water shortage contingency planning	n/a	WSCP Table 5 Step 15
Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water shortage contingency planning	n/a	WSCP Table 5 Step 16
Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water shortage contingency planning	n/a	WSCP Table 6
Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water shortage contingency planning	n/a	WSCP Section 1.8

Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand management measures	n/a	Section 9.1
Sections 9.2	10631(e)(2)	Wholesale Suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and Supplier assistance program.	Demand management measures	n/a	N/A
Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan adoption, submittal, and implementation	n/a	Section 10.2 Section10.3
Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan adoption, submittal, and implementation	10-1	Appendix B
Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 2026.	Plan adoption, submittal, and implementation	n/a	Appendix Q
Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan adoption, submittal, and implementation	n/a	Appendix B
Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan adoption, submittal, and implementation	10-1	Appendix B
Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan adoption, submittal, and implementation	n/a	Appendix Q
Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan adoption, submittal, and implementation	n/a	Appendix Q
Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan adoption, submittal, and implementation	n/a	Appendix Q
Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan adoption, submittal, and implementation	n/a	Appendix Q
Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan adoption, submittal, and implementation	n/a	Appendix Q
Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Appendix Q
Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Appendix M: Exhibit C
Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan adoption, submittal, and implementation	n/a	N/A

Appendix S – ASR Program Infrastructure and Capacity

ASR PROGRAM INFRASTRUCTURE AND CAPACITY						
Well Name	**Rated Extraction Capacity (gpm)**	**Effective Extraction Capacity (gpm)**	**Rated Injection Capacity (gpm)**	**Effective Injection Capacity (gpm)**	**Condition**	**ASR Capable (Y/N)**
Oakmont, No. 5	1,460	1,168	0	0	Active	N
Diamond Creek, No. 6	2,756	2,205	1,378	1,102	Active	Y
Woodcreek North, No. 7	1,547	1,238	774	619	Active	Y
Hayden Parkway, No. 8	2,160	1,728	1,080	864	Active	Y
Westbrook Boulevard, No. 9	2,235	1,788	1,118	894	Active	Y
Blue Oaks Boulevard, No. 12	2,500	2,000	1,250	1,000	Active	Y
Solaire Drive, No. 18	1,800	1,440	900	720	Active	Y
Campus Oaks, No. 13	2,000	1,600	1,000	800	Inactive	Y
Misty Wood, No. 19	2,400	1,920	1,200	960	Inactive	Y
To Be Determined	1,800	1,440	900	720	Inactive	Y
To Be Determined	1,800	1,440	900	720	Inactive	Y
Active Subtotal (gpm)	14,458	11,566	6,499	5,199	**NOTES:** Campus Oaks, well number 13, and Misty Wood, well number 19, are currently under construction and are scheduled to be completed in the Fall of 2026. The two wells To Be Determined are currently in the planning phase and are anticipated to be completed by the year 2030.	
Active Subtotal (TAF/yr)	23.3	18.7	10.5	8.4		
Inactive Subtotal (gpm)	8,000	6,400	4,000	3,200		
Inactive Subtotal (TAF/yr)	12.9	10.3	6.5	5.2		
Buildout Total (gpm)	**22,458**	**17,966**	**10,499**	**8,399**		
Buildout Total (TAF/yr)	**36.2**	**29.0**	**16.9**	**13.5**		

Appendix T – DWR Table 7-5 Calculations

DWR Table 7-5 Calculations				
Year	**2025 Available Potable Supplies from COR Table 7-D (Without Groundwater)**	**Recycled Water Use from DWR Table 6-4 Linearly Interpolated Between 2025 and 2030**	**Total Supplies (Potable + Recycled)**	**Total Water Use (Years 2026 - 2029) (Total Demand - Groundwater Recharge)**
2026	58,000	3,882	61,882	40,186
2027	50,000	4,006	54,006	44,526
2028	38,000	4,131	42,131	48,867
2029	38,000	4,255	42,255	53207
2030	11,200	4,379	15,579	-
2025 Total Recycled Water Use from DWR Table 6-4		**2025 Total Demand from DWR Table 4-1**	**2025 Groundwater Recharge from DWR Table 4-1**	**2030 Linda Creek Discharge from DWR Table 4-2**
3,758		36,038	193	350
2030 Total Projected Recycled Water Use from DWR Table 6-4		**2030 Total Projected Demand from DWR Table 4-2**	**2030 Total Projected Groundwater Recharge from DWR Table 4-2**	**Total Water Use (2030) (Total Demand - Groundwater Recharge - Linda Creek Discharge)**
4,379		60,908	3,360	57,198
Year	**Linear Interpolation**	**Linear Interpolation**	**Linear Interpolation**	**NOTES**
2026	3,758 + (4,379 - 3,758)/5 = 3,882	36,038 + (60,908 - 36,038)/5 = 41,012	193 + (3,360 - 193)/5 = 826	All volumes are in AF. Recycled water is produced in quantities that match current demand as shown in DWR Table 6-4 and DWR Table 6-9.
2027	3,882 + (4,379 - 3,758)/5 = 4,006	41,012 + (60,908 - 36,038)/5 = 45,986	826 + (3,360 - 193)/5 = 1,460	
2028	4,006 + (4,379 - 3,758)/5 = 4,131	45,986 + (60,908 - 36,038)/5 = 50,960	1,460 + (3,360 - 193)/5 = 2,093	
2029	4,131 + (4,379 - 3,758)/5 = 4,255	50,960 + (60,908 - 36,038)/5 = 55,934	2,093 + (3,360 - 193)/5 = 2,727	
2030	4,255 + (4,379 - 3,758)/5 = 4,379	55,934 + (60,908 - 36,038)/5 = 60,908	2,727 + (3,360 - 193)/5 = 3,360	

RESOLUTION NO. 26-239

ADOPTING THE WATER SHORTAGE CONTINGENCY PLAN AND AUTHORIZING STAFF TO SUBMIT TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

WHEREAS, the Urban Water Management Plan (UWMP) Act requires every urban water supplier providing water for municipal purposes to more than 3,000 customers to develop and submit a Water Shortage Contingency Plan (WSCP) as part of an UWMP every five years to the California Department of Water Resources (DWR); and

WHEREAS, with ongoing and recent updates to the DWR Guidebook for Urban Water Suppliers, staff collaborated with a consultant on the development of the 2025 WSCP update; and

WHEREAS, the City has prepared and circulated for public review the WSCP, and a properly noticed public hearing regarding said Plan was held by the City Council on June 17, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the WSCP is hereby adopted and ordered filed with the City Clerk; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to file the WSCP with the California Department of Water Resources within 30 days after this date.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk



WATER SHORTAGE CONTINGENCY PLAN

Public Review Draft

CITY OF ROSEVILLE CALIFORNIA

City of Roseville Water Shortage Contingency Plan

Public Review Draft

June 2026

Prepared by Water Works Engineers, LLC
Colleen Boak, PE
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Checked by:
Tim Durbin, PE

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Exhibits

Exhibit A – City of Roseville 2023 Multi-Hazard Mitigation Plan
Exhibit B – City of Roseville Municipal Code 14.09
Exhibit C – Adoption Resolutions

Water Shortage Contingency Plan

Following the severe drought of 2012-2016, the State of California Legislature sought to expand the water shortage contingency analysis under former law and mandated that a water shortage contingency plan (WSCP) be adopted by suppliers. The California Water Code (CWC) recognizes WSCPs as a critical tool during a drought emergency and grants that the State defer to locally adopted WSCPs, to the extent practicable.

> *California Water Code Section 10632.3*
>
> *It is the intent of the Legislature that, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the board defer to implementation of locally adopted water shortage contingency plans to the extent practicable.*

The WSCP is the City of Roseville Water Utility's (City's) operational plan in the event of a water shortage. Water shortage would occur when available water supplies are insufficient to meet normal customer water demands. Various causes can bring about a water shortage including population growth, climate change, drought, natural disasters, and catastrophic events.

The WSCP shall address the ten following elements:

1. Water supply reliability assessment analysis
2. Annual assessment procedures
3. Six standard shortage stages
4. Shortage response actions
5. Communication protocols
6. Compliance and enforcement
7. Legal authorities
8. Financial consequences of WSCP
9. Monitoring and reporting
10. WSCP refinement procedures

1.1 Water Supply Reliability Analysis

Pursuant to 10632(a)(1) of the CWC, a near-term (5years) and long-term (20 years) water supply reliability analysis is provided herein. The water supply reliability analysis consists of a water service reliability assessment and drought risk assessment (DRA).

1.1.1 Constraints on Water Supply

Most of the City's water is surface water received from Folsom Lake. The City's existing surface water contracts with the U.S. Bureau of Reclamation (USBR) and Placer County Water Agency (PCWA) are received through the Folsom Dam Diversion, making this a critical facility for the reliability of Roseville's surface water supply. Under normal conditions, the capacities of the Folsom Dam Diversion, Roseville Water Treatment Plant, and distribution network are sufficient to meet the City's water demands. However, the water that the City receives is subject to reductions during dry years pursuant to the Water Forum Agreement (WFA), the USBR Operations Criteria and Plan (OCAP), and the Central Valley Project Municipal and Industrial Water Shortage Policy (CVP M&I WSP).

Although Roseville's annual water contract entitlements total 66,000-acre feet (AF), the City along with other Sacramento-area water suppliers are signatory to the January 2000 Water Forum Agreement which includes Purveyor Specific Agreements. The WFA provides the framework for how water resources, including surface water and groundwater supplies, would be used in the region through the year 2030. These agreements were most recently updated in 2015, and the City is currently engaged in further updates to the WFA where the assumption in this WSCP is that the final WFA supply limitations will be applied to the City's increased available contract supplies in the same way with no additional supply limitation imposed. The City's Purveyor Specific Agreement includes limitations on City surface water diversions from the American River under different hydrologic conditions. The hydrologic conditions are characterized by three categories of year type and the corresponding limitations for the City are given in WSCP Table 1.

WSCP Table 1 Available Surface Water Supply Under Differing Hydrologic Conditions

Year Type	Unimpaired Flow into Folsom Reservoir	Roseville Available Supply
Normal/ Average or Wet Year	Greater or equal to 950,000 AF	Maximum of 58,900 AF
Drier Year	Between 400,000 and 950,000 AF	Between 43,800 and 58,900 AF
Driest/ Critically Dry Year	Less than 400,000 AF	Maximum of 43,800 AF
NOTES: The City is currently in the process of updating their Purveyor Specific Agreement. While the City's supply contract with PCWA will increase over the coming 10 years by an additional 10,000 AF, the amount of water foregone by the WFA is not expected to increase, resulting in an overall increase to the above outlined maximums.		

In addition to the impacts of the contractual agreements, the reliability of surface water is also subject to physical constraints. In the event that the water level at Folsom Lake drops close to or below the intake elevation, without additional infrastructure, the City would be unable to divert water. The severe drought of 2015, which was preceded by multiple consecutive dry years, demonstrated the vulnerability of the City's surface water as the water elevation did come close to the intake elevation.

Though the City has made significant progress in expanding its groundwater infrastructure, under current operations the groundwater is not a considered a source of water supply for the City outside of emergency conditions. The City has 7 existing wells, 6 of which have aquifer storage recovery (ASR) injection capability. The City's strategy in normal years is to not pump groundwater from the wells, except for well maintenance activities, during which any volume pumped is returned to the aquifer, and only inject what is in excess, thus creating a bank of water for future use. If a significant drought stage is reached the City can pump groundwater to augment its water supply and make up for deficits of the surface water supply. The City continues to invest in development of groundwater infrastructure to increase supply reliability in times of drought, however in any given year type, the City must make determinations of drought stage without consideration of groundwater supplies, per the terms of the municipal code. This is further discussed in Section 1.5. For the purpose of this WSCP, only the resources available to the City in determination of a drought stage are included in calculations of the surplus or shortfall for the DRA shown in WSCP Table 2 and WSCP Table 3.

1.1.2 Drought Risk Assessment

The near-term and long-term drought risk assessment was performed by comparing the unconstrained potable water demands to the water supply availability for a single dry year and 5 consecutive dry years. The near-term DRA for a five-year drought is provided in WSCP Table 2. The long-term single and five-year DRA is provided in WSCP Table 3. Note that while typical groundwater supplies are not considered in the calculations of Total Supplies shown in WSCP Table 2 and WSCP Table 3, the volume of groundwater that the City intends to use for each year type is listed separately.

WSCP Table 2 Near-Term Five-Year Drought Risk Assessment

Category	2026	2027	2028	2029	2030
Total Supplies	61,882	54,006	42,131	42,255	15,579
Total Gross Water Use	40,186	44,526	48,867	53,207	57,198
Surplus/ Shortfall absent of WSCP Action	21,696	9,480	-6,736	-10,952	-41,619
Total Right/ Safe Yield Groundwater Supplies	0	0	6,736	10,952	29,000
NOTES: All values are in AF. Groundwater supplies are not included in calculation of surplus/ shortfall.					

WSCP Table 3 Long-Term Single and Five-Year Drought Risk Assessment

Drought Type/ Year	Category	2030	2035	2040	2045
Single Year	Total Supplies	37,919	38,493	39,067	39,641
	Total Gross Water Use	57,548	60,157	62,577	64,620
	Surplus/ Shortfall absent of WSCP Action	-19,629	-21,664	-23,511	-24,979
	Total Right/ Safe Yield Groundwater Supplies	19,629	21,664	23,511	24,979
Year 1	Total Supplies	67,379	72,953	73,527	74,101
	Total Gross Water Use	57,548	60,157	62,577	64,620
	Surplus/ Shortfall absent of WSCP Action	9,831	12,796	10,949	9,481
	Reasonably Available Groundwater Supplies	0	0	0	0
Year 2	Total Supplies	59,379	64,953	65,527	66,101
	Total Gross Water Use	57,548	60,157	62,577	64,620
	Surplus/ Shortfall absent of WSCP Action	1,831	4,796	2,949	1,481
	Reasonably Available Groundwater Supplies	0	0	0	0
Year 3	Total Supplies	42,379	42,953	43,527	44,101
	Total Gross Water Use	57,548	60,157	62,577	64,620
	Surplus/ Shortfall absent of WSCP Action	-15,169	-17,204	-19,051	-20,519
	Reasonably Available Groundwater Supplies	15,169	17,204	19,051	20,519
Year 4	Total Supplies	42,379	42,953	43,527	44,101
	Total Gross Water Use	57,548	60,157	62,577	64,620
	Surplus/ Shortfall absent of WSCP Action	-15,169	-17,204	-19,051	-20,519
	Reasonably Available Groundwater Supplies	15,169	17,204	19,051	20,519
Year 5	Total Supplies	15,579	16,153	16,727	17,301
	Total Gross Water Use	57,198	59,807	62,227	64,270

Drought Type/ Year	Category	2030	2035	2040	2045
	Surplus/ Shortfall absent of WSCP Action	-41,619	-43,654	-45,501	-46,969
	Total Right/ Safe Yield Groundwater Supplies	29,000	29,000	29,000	29,000
NOTES: All values are in AF. Groundwater supplies are not included in calculation of surplus/ shortfall.					

1.1.3 Seismic Risk Analysis

Seismic risk in California can pose a significant threat to facilities and infrastructure. The City of Roseville 2023 Multi-Hazard Mitigation Plan addresses the seismic risk at critical facilities including those dedicated to water supply and is provided in Exhibit A.

1.2 Legal Authorities

Chapter 14.09 Water Conservation of the Roseville Municipal Code (Municipal Code) also cited as Water Conservation and Drought Mitigation Ordinance (Ordinance 5311 § 2, 2014; Ordinance 2413 § 2, 1991), grants the City the authority to declare a water shortage in the City. Chapter 14.09 of the Municipal Code is provided in Exhibit B.

The purpose and scope of the Water Conservation and Drought Mitigation Ordinance as stated in the Municipal Code is provided below:

14.09.020 General provisions

A. Purpose. The purpose of this chapter is to ensure compliance with all federal, state and local requirements relating to water conservation and drought mitigation for the protection of public health, safety and welfare by:

1. Reducing the per capita water consumption throughout the City of Roseville (the "city") during years of normal precipitation and during years of drought;

2. Protecting and conserving the city's supply of water during specified times of emergency and/or crisis;

3. Minimizing and/or eliminating the waste of water through voluntary compliance or punitive action, if necessary;

4. Promoting the use of drip irrigation and other low volume irrigation methods that reduce outdoor water use by applying water more efficiently than traditional irrigation methods;

5. No person shall use, or cause to be used any city water for landscape irrigation between the hours of 10:00 a.m. and 8:00 p.m., unless the city manager, or designee provides prior written consent to a different time limitation. A waiver may be granted for turf areas if the landscape contains too many irrigation valves to complete an irrigation event within the watering window.

6. Upon city declaration of a water shortage, the city manager, or designee, may impose revised and/or additional limitations on outdoor water use, as specified in Section 14.09.040, and no person shall use, or cause to be used, city water in violation of such limitations while the water shortage remains in effect.

B. Scope. The provisions of this chapter shall apply to all customers, users and/or recipients (hereinafter "users") of the city's potable and recycled water service within the city's territorial limits.

The City's development and adoption of the WSCP upholds 14.09.020 General Provisions of the Municipal Code by ensuring compliance with state requirements.

All components of the WSCP comply with Chapter 14.09 of the Municipal Code. Any actions to be taken under the WSCP not explicitly stated in Chapter 14.09 of the Municipal Code are a further refinement of the existing ordinance.

1.3 Standard Water Shortage Levels

The California Water Code Section 10632(a)(3) defines six standard water shortage levels. Standardization of water shortage levels provides a consistent regional and statewide approach to characterizing and conveying the severity of a water shortage. However, Chapter 14.09 of the City's Municipal Code defines water shortage stages that are different from those listed in CWC. Pursuant to 10632(a)(3)(B), the six standard water shortage levels are correlated to the existing shortage stages in the Municipal Code in WSCP Table 4.

WSCP Table 4 Relation Between Standard Water Shortage Levels and Existing Stages

CWC Shortage Level Description	CWC Shortage Level	Municipal Code Shortage Stage	Municipal Code Water Conservation and Drought Stage Description
Up to 10%	1	Basic Stage	City's water supply is adequate to meet all projected demands
		Stage One Drought	City's water supply is adequate to meet 90% of projected demands
Up to 20%	2	Stage Two Drought	City's water supply is adequate to meet 80% of projected demands
Up to 30%	3	Stage Three Drought	City's water supply is adequate to meet 70% of projected demands
Up to 40%	4	Stage Four Drought	City's water supply is adequate to meet 60% of projected demands
Up to 50%	5	Stage Five Drought	City's water supply is adequate to meet 50% or less of projected demands
Greater than 50%	6		

1.4 Annual Water Supply and Demand Assessment Procedures

Pursuant to CWC 10632.1, all water suppliers are required to conduct an annual water supply and demand assessment on or before July 1 of each year beginning in 2022. If the supplier receives imported water from the State Water Project or the U.S. Bureau of Reclamation (USBR) they shall submit the report within 14 days of receiving final allocations or by July 1 of each year, whichever is later. The steps for conducting the Annual Water Supply and Demands Assessment are outlined in WSCP Table 5.

WSCP Table 5 Water Supply and Demand Assessment Procedure

Step	Description	Timeframe	Participants
Step 1	Request water utility data from all departments.	Jan 1 - Jan 31	Water Conservation Administrator

Step	Description	Timeframe	Participants
Step 2	Coordinate with Planning Division for any significant planned developments and project those water demands.	Jan 15 - Jan 31	Water Conservation Administrator Planning Division
Step 3	Compile water utility data into Water Utility Reporting Master spreadsheet.	Feb 1 - Feb 14	Water Conservation Administrator
Step 4	Calculate total projected unconstrained water demands for current year.	Feb 15-Feb 28	Senior Engineer – Water Utility
Step 5	Identify any constraints on facilities or infrastructure that could impact the supply of water such as planned maintenance that would take facilities offline or known damage to facilities/ infrastructure.	Feb 15-Feb 28	Hydrogeologist Senior Engineer – Water Utility Water Distribution Superintendent Water Treatment Plant Chief Operator
Step 6	Commence preparation of Annual Water Shortage Assessment Report.	March-April	Water Conservation Administrator Senior Engineer – Water Utility
Step 7	Receive final allotments from USBR for current year.	April	EU Assistant Director-Water Utility
Step 8	Subtract current year projected water demand from final allotment volume to determine shortage percentage and volume.	2 Days after notification from USBR	Senior Engineer – Water Utility
Step 9	If a shortage is identified Environmental Utilities (EU) Department is to hold an internal meeting to inform participants that a water shortage for the current year is anticipated and the extent of that shortage. Review the WSCP and Chapter 14.09 of the Roseville Municipal Code. Identify any concerns from the group regarding the ability to carry out the actions described in the WSCP and Chapter 14.09 of the Municipal Code. Assign an individual or group, among the participants, the responsibility of resolving the concern.	Within 7 days of notification from USBR	EU Director EU Assistant Director – Water Utility Hydrogeologist Water Distribution Super Intendent Water Treatment Plant Chief Operator Senior Engineer – Water Utility Water Conservation Administrator Additional participants as needed
Step 10	Inform City Manager of water shortage emergency condition.	Within 14 days of notification from USBR	City Manager EU Director EU Assistant Director – Water Utility Additional participants as needed
Step 11	Finalize and submit Annual Water Shortage Assessment Report to DWR.	By July 1 or 14 days after receiving final allocations	EU Assistant Director – Water Utility Water Conservation Administrator Senior Engineer – Water Utility

Step	Description	Timeframe	Participants
Step 11	The City Manager shall inform City Council of the water shortage emergency condition and the "Drought stage," under which the emergency falls. City Council shall declare a water shortage emergency condition to prevail within the area served by the City of Roseville Water Utility.	Within 28 days of notification from USBR	City Manager City Council Public Information Officer
Step 12	The City of Roseville shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency.	Within 28 days of notification from USBR	City Manager City Council Public Information Officer
Step 13	The public, interested parties, and local, regional, and state governments shall be noticed of the water shortage emergency condition and of all water shortage response actions triggered by the emergency declaration. Pursuant to Municipal Code Section 14.09.020(E), the City Manager, or assigned designee, shall be responsible for determining the means by which water users shall be notified. Possible means for notification include mass media, newspaper, public notice, mailings, utility billings, or by any combination of such notice.	Beginning 2 business days after declaration of emergency condition and continuing for as long as the emergency condition persists.	Water Conservation Administrator Senior Engineer – Water Utility Public Information Officer
Step 14	The appropriate Water Shortage Response Actions for the drought stage, outlined in WSCP Table 6 and 7, will be carried out by the public and water utility. The City will enforce compliance in accordance with Roseville Municipal Code 14.09.	Duration of emergency condition	EU – Water Utility Water Users City Manager or designee
Step 15	Track customer water use at a minimum on a monthly basis. Ensure that total gross water use for that month, or more frequent tracking period, is reduced by the necessary percentage when compared to that same tracking period of the last normal supply year.	Duration of emergency condition	Water Conservation Administrator Senior Engineer – Water Utility
Step 16	If the needed water use reduction percentage is not met for any month determine which additional strategies or actions would result in the needed reduction.	Upon determination of insufficient water use reduction	EU Director EU Assistant Director – Water Utility Hydrogeologist Senior Engineer – Water Utility Water Conservation Administrator Additional participants as needed

Step	Description	Timeframe	Participants
Step 17	The EU Department management shall propose to the City Manager additional shortage response actions and whether or not those actions would require the WSCP and Chapter 14.09 of the Roseville Municipal Code to be changed.	Upon determination of insufficient water use reduction	City Manager EU Director EU Assistant Director – Water Utility Additional participants as needed
Step 18	If deemed necessary, the City Manager and City Council will revise the WSCP and Chapter 14.09 of the Roseville Municipal Code, observing all required procedures with such adoption.	Upon determination of insufficient water use reduction	City Manager City Council Additional participants as needed
NOTES: It is the intent of the WSCP that the Water Conservation Administrator and Water Utility Senior Engineer shall jointly be responsible for ensuring that the steps of this plan are carried out by noticing the necessary parties for data requests and facilitating meetings.			

WSCP Table 6 Demand Reduction Actions to be Implemented at Each Shortage Level

Standard Shortage Level	Roseville Municipal Code Stage	Demand Reduction Actions	Estimated Percent Reduction	Section of Water Conservation and Drought Mitigation Ordinance corresponding to Demand Reduction Action *Explanations provided as needed*	Penalty, Charge, or Other Enforcement?
1	Basic	Landscape - Restrict or prohibit runoff from landscape irrigation	0%	14.09.030(A)	Yes
1	Basic	Landscape - Limit landscape irrigation to specific times	0%	14.09.020(A)(1); No person shall use, or cause to be used, any city water for landscape irrigation between the hours of 10:00 a.m. and 8:00 p.m., unless the city manager, or designee provides prior written consent to a different time limitation. A waiver may be granted for turf areas if the landscape contains too many irrigation valves to complete an irrigation event within the watering window.	Yes
1	Basic	Landscape - Limit landscape irrigation to specific days	0%	14.09.060(E)(2); Irrigation of new landscaping shall be allowed on any day of the week for a period of 30 days after the new landscaping is planted, unless the city manager, or designee, provides prior written consent to extend this time period based on plant type and the season when the new landscaping is planted. After the 30 days, irrigation days and run times should be decreased to settings appropriate for an established landscape.	Yes
1	Basic	Landscape - Prohibit certain types of landscape irrigation	0%	14.09.030(E); Prohibit operation of an irrigation system that applies water to an impervious surface or that is in disrepair.	Yes
1	Basic	Landscape - Other landscape restriction or prohibition	0%	14.09.030(G); Prohibit irrigation of landscaping during rainfall or 48 hours after a measurable rain event.	Yes
1	Basic	Landscape - Other landscape restriction or prohibition	0%	14.090.060(E)(1); All landscaping installed in the City of Roseville shall comply with the water efficient landscape requirements adopted by resolution of the city council.	Yes
1	Basic	Other water feature or swimming pool restriction	0%	14.09.030(C); Prohibit maintaining ponds, waterways, decorative basins, or swimming pools without water recirculation devices.	Yes
1	Basic	Other water feature or swimming pool restriction	0%	14.09.030(D); Prohibit backwashing so as to discharge to waste swimming pools, decorative basins or ponds in excess of the frequency necessary to ensure the healthful condition of the water or in excess of that required by standards for professionally administered maintenance or to address structural considerations, as determined by the city manager, or designee.	Yes
1	Basic	Other water feature or swimming pool restriction	0%	14.09.030(H); Prohibit overfilling of any pond, pool or fountain which results in water discharging to waste.	Yes

Standard Shortage Level	Roseville Municipal Code Stage	Demand Reduction Actions	Estimated Percent Reduction	Section of Water Conservation and Drought Mitigation Ordinance corresponding to Demand Reduction Action *Explanations provided as needed*	Penalty, Charge, or Other Enforcement?
1	Basic	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	0%	14.09.060(C)	Yes
1	Basic	Other - Require automatic shut off hoses	0%	14.09.060(B); Free-flowing hoses for all uses are prohibited. Automatic shut-off devices shall be attached on any hose or filling apparatus in use.	Yes
1	Basic	Other	0%	14.09.030(B); Prohibit water fixtures (including, but not limited to, toilets, faucets, shower heads) or heating or cooling devices to leak or run to waste.	Yes
1	Basic	Other	0%	14.09.030(A); Prohibit water use for washing in excess of that necessary to wash, wet or clean the dirty or dusty object, such as an automobile, sidewalk, or parking area, flows to waste.	Yes
1	Basic	Other	0%	14.09.060(A); Water shall be confined to the user's property and shall not be allowed to run off to adjoining properties, or to the roadside or to the gutter. Care shall be taken not to water past the point of saturation.	Yes
1	Basic	Other	0%	14.09.060(F); All site reviews shall include an evaluation of using recycled water. Recycled water shall be required if economically feasible.	Yes
1	Stage 1	Landscape - Limit landscape irrigation to specific days	1%	14.09.070(C) and 14.09.070(D); Residential and non-residential water users shall be permitted to irrigate with city water according to the schedule provided in 14.09.070(C) and 14.09.070(D), respectively.	Yes
1	Stage 1	Landscape - Other landscape restriction or prohibition	1%	14.09.070(G); City park sites shall, as an aggregate, reduce usage up to 10 percent.	Yes
1	Stage 1	CII - Restaurants may only serve water upon request	1%	14.09.070(I)	Yes
1	Stage 1	Other - Prohibit use of potable water for washing hard surfaces	1%	14.09.070(H); Washing streets, parking lots, driveways, sidewalks or buildings, except as necessary for health or sanitary purposes or pursuant to a term or condition in a permit issued by a state or federal agency, is prohibited.	Yes
1	Stage 1	Other	10%	14.09.070(B); Residential users and non-residential users shall reduce water usage up to 10 percent.	Yes
2	Stage 2	Landscape - Other landscape restriction or prohibition	1%	14.09.070(C); City park sites shall, as an aggregate, reduce usage up to 20 percent.	Yes
2	Stage 2	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	1%	14.09.080(H)	Yes

Standard Shortage Level	Roseville Municipal Code Stage	Demand Reduction Actions	Estimated Percent Reduction	Section of Water Conservation and Drought Mitigation Ordinance corresponding to Demand Reduction Action *Explanations provided as needed*	Penalty, Charge, or Other Enforcement?
2	Stage 2	Other	10-18%	14.09.080(B); Residential users and non-residential landscapes shall reduce water usage up to 20 percent.	Yes
3	Stage 3	Landscape - Limit landscape irrigation to specific days	1%	14.09.090(D) and 14.09.090(E); Residential and non-residential water users shall be permitted to irrigate with city water according to the schedule provided in 14.09.090(D) and 14.09.090(E), respectively.	Yes
3	Stage 3	Landscape - Other landscape restriction or prohibition	1%	14.09.090(C); City park sites shall, as an aggregate, reduce usage up to 30 percent.	Yes
3	Stage 3	Landscape - Other landscape restriction or prohibition	1%	14.09.090(H); New or expanded landscaping is limited to drought-tolerant trees, shrubs, and groundcover and be irrigated using a low volume irrigation system. No new turf shall be planted, hydroseeded, or laid, unless prior written consent is received from the city manager. Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip or drip lines irrigating at less than two gallons per hour. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.	Yes
3	Stage 3	Water Features - Restrict water use for decorative water features, such as fountains	1%	14.09.090(I)	Yes
3	Stage 3	Pools - Allow filling of swimming pools only when an appropriate cover is in place.	1%	14.09.090(L)	Yes
3	Stage 3	Other - Prohibit use of potable water for construction and dust control	1%	14.09.090(K)	Yes
3	Stage 3	Other	1%	14.09.090(I); Except where recycled water is used, golf courses shall reduce irrigation up to 30 percent.	Yes
3	Stage 3	Other	18-27%	14.09.090(B). Residential users and non-residential landscapes are to reduce water usage up to 30 percent.	Yes
4	Stage 4	Landscape - Limit landscape irrigation to specific days	2%	14.09.100(D) and 14.09.100(E); Residential and non-residential water users shall be permitted to irrigate with city water according to the schedule provided in 14.09.100(D) and 14.09.100(E), respectively.	Yes
4	Stage 4	Landscape - Other landscape restriction or prohibition	1%	14.09.100(C); City park sites shall, as an aggregate, reduce usage up to 40 percent.	Yes

Standard Shortage Level	Roseville Municipal Code Stage	Demand Reduction Actions	Estimated Percent Reduction	Section of Water Conservation and Drought Mitigation Ordinance corresponding to Demand Reduction Action *Explanations provided as needed*	Penalty, Charge, or Other Enforcement?
4	Stage 4	Landscape - Other landscape restriction or prohibition	1%	14.09.100(H); Installation of any new landscaping is prohibited unless irrigation is provided through connection to an active recycled water system. In the case of new construction, the city's building official will issue a temporary final upon completion of the structural development of the property. When the city has returned to a stage two drought restriction, landscaping installation can be completed, and a building final will become available upon inspection by the city.	Yes
4	Stage 4	Other water feature or swimming pool restriction	1%	14.09.100(K); Existing pools shall not be emptied and refilled using city water unless required for health or safety reasons until the city has returned to a stage two drought restriction. Pools may be re-filled only to the extent necessary to replace evaporative losses.	Yes
4	Stage 4	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	1%	14.09.100(J); Automobiles or equipment shall be washed only at commercial establishments that recycle their water or by equipment and means that separates debris and recycles wash water for continual use.	Yes
4	Stage 4	Other	1%	14.09.100(I); Except where recycled water is used, golf courses shall reduce irrigation up to 40 percent.	Yes
4	Stage 4	Other	0%	14.09.100(L); No commitments shall be made to provide water service as part of any new land use entitlement (general plan, specific plan or amendments requesting new water allocations) until the city has returned to a stage two drought restriction. Currently approved specific plans with accompanying development agreements and projects or properties that have received water allocations in advance of full entitlements may be issued building permits so long as they comply with the remainder of this chapter.	Yes
4	Stage 4	Other	27-35%	14.09.100(B); Residential users and non-residential landscapes are to reduce water usage up to 40 percent.	Yes
5 & 6	Stage 5	Landscape - Other landscape restriction or prohibition	5%	14.09.110(C); Except where recycled water is used, water users shall reduce landscape irrigation as follows: 1. Turf shall not be irrigated. 2. Trees and shrubs may be irrigated with a properly functioning low volume landscape irrigation system or by use of a handheld hose equipped with a nozzle capable of completely shutting off the flow of water except when positive action or pressure to maintain the flow of water is applied. Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral	Yes

Standard Shortage Level	Roseville Municipal Code Stage	Demand Reduction Actions	Estimated Percent Reduction	Section of Water Conservation and Drought Mitigation Ordinance corresponding to Demand Reduction Action *Explanations provided as needed*	Penalty, Charge, or Other Enforcement?
				lines and low-volume emitters such as drip or drip lines irrigating at less than two gallons per hour. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.	
5 & 6	Stage 5	Other water feature or swimming pool restriction	1%	14.09.110(D); Filling new or existing swimming pools and spas with city water is prohibited.	Yes
5 & 6	Stage 5	Other	33%	14.09.110(B); Residential users are to reduce water usage up to 50 percent.	Yes
NOTES: For each successive drought level all preceding restrictions shall continue in place, except to the extent they are replaced by more restrictive conditions.					

1.5 Supply Augmentation and Operational Changes

Under normal operational conditions the City's groundwater strategy is to not pump well water and only use it as an emergency supply. At this time, the City's injection volume of groundwater is planned to exceed extraction volume over time, as the groundwater program is still in development. The positive difference between the injection and extraction volume is the net volume of water that the City places into long-term storage or makes available for other users. Per Section 14.09.050 of the Municipal Code, when determining drought staging, the City cannot consider the effect of well water reducing the need for conservation until a stage three drought level is reached. Specifically, the code mentions that well water cannot be considered as an alternative to declaration of a stage one or stage two drought level. The City may choose to operationalize groundwater infrastructure in any year type based on water supply conditions and/or operations and maintenance strategies for infrastructure, however this shall not be determined to reduce or alleviate the appropriate drought stage given hydrologic conditions and surface water allocations for that year. The percent reduction that could result from this supply augmentation action for the different stages is provided in WSCP Table 7. Note that there are no supply augmentation actions for drought stages 1 and 2 in accordance with the provisions of the Municipal code.

WSCP Table 7 Supply Augmentation During Stage 3 Droughts and Higher

Standard Shortage Level	Roseville Municipal Code Stage	Supply Augmentation Methods and Other Actions by Water Supplier	Percent Reduction	Additional Explanation
3	3	Stored Emergency Supply	0-10%	Groundwater Pumped
4	4	Stored Emergency Supply	0-20%	Groundwater Pumped
5 & 6	5	Stored Emergency Supply	0-30%	Groundwater Pumped

The water utility would need to adjust its operations to support a drought stage that would prompt increased reliance on well water. Tasks for operations may include more frequent maintenance of well pumps and chemical injection pumps, monitoring of ground water level, and filter backwashing. Hence, for the sake of planning, the wells will be considered capable of only 80% of their rated extraction capacity.

1.6 Compliance and Enforcement

The Water Conservation and Drought Mitigation ordinance grants the City the authority to enforce compliance with the water use limitations outlined in WSCP Table 6. The sections of the Water Conservation and Drought Mitigation Ordinance, detailing compliance and enforcement authority and measures are provided below.

14.09.020 General provisions

C. Administration and Enforcement. The city manager, or designee, including, but not limited to, an enforcement officer as defined herein, shall administer, implement, and enforce the provisions of this chapter. For purposes of this chapter an "enforcement officer" means any city employee or agent of the city with the authority to enforce any provision of this chapter and the authority to make any decision on behalf of the city manager required or called for by this chapter.

D. Compliance. All provisions of this chapter are subject to the compliance procedures set forth in this chapter unless otherwise expressly stated herein.

14.09.140 Violations

It is Unlawful for any user and/or person to violate any provision or fail to comply with any of the requirements of this chapter. Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall constitute a violation of this chapter. A violation of the provisions of this chapter shall occur irrespective of the negligence or intent of the violator and a violation of or failure to comply with any of the requirements of this chapter may be charged as either an infraction or a misdemeanor in the discretion of the city attorney. (Ord. 5311 § 2, 2014; Ord. 4629 § 1, 2008; Ord. 3834 § 3, 2002; Ord. 2413 § 2, 1991.)

14.09.150 Enforcement authority

A. Whenever the city manager, or designee (including, but not limited to, an enforcement officer), determines that a user and/or person has violated any provision of, or failed to meet a requirement of, this chapter, an administrative citation pursuant to Chapter 2.50 or a written compliance order pursuant to Chapter 2.52 may be issued to any user and/or person responsible for the violation.
B. Any compliance order issued may require without limitation any or all of the following:
1. The allocation of a particular amount of water to a given user and/or person responsible for the violation;
2. The issuance of a fine;
3. The installation of a flow restriction device;
4. The performance of monitoring, analyses, and reporting;
5. That violations shall cease and desist; and/or
6. The discontinuance of water service

The compliance order shall set forth a deadline within which the requirements of the compliance order must be completed. Said compliance order shall further advise that, should the violator fail to comply with the compliance order within the established deadline, a hearing on the compliance order shall be set. (Ord. 5491 § 11, 2015; Ord. 5311 § 2, 2014; Ord. 4629 § 1, 2008; Ord. 3034 § 3, 2002; Ord. 2817 § 1, 1994; Ord. 2413 § 2, 1991.)

14.090.180 Separate offense for each day.

Any user and/or person that violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any user and/or person commits, continues, permits, or causes a violation thereof, and shall be punished accordingly. (Ord. 5311 § 2, 2014; Ord. 4629 § 1, 2008; Ord. 2413 § 2, 1991.)

1.7 Financial Consequences

During times of an emergency condition, the City is expected to see significant revenue reduction as a result of demand reduction actions lowering total gross water use. Additionally, enforcement of demand reduction actions, which could include investigating water waste complaints, follow ups to check for compliance, administering warnings or fines, and installation of flow restriction devices, would incur additional expenses that would not be present during non-emergency conditions.

Revenue loss percentage for each drought stage is anticipated to be approximately equal to the demand reduction percentage for each respective shortage level. Enforcement expenses will vary based on customer compliance and drought stage. For instance, at the onset of demand reduction action implementation, resources needed for enforcement may be high as customers adjust to altering their use or compliance from customers could vary seasonally with customers finding it more difficult to comply during warmer months.

The City plans to mitigate the financial consequences associated with water shortage response actions primarily through their recently adopted water rate structure, which allows for adequate reserves to accommodate reductions in revenue and increases in cost due to drought. If the water shortage rate charges are insufficient to make up for the loss in revenue, the City will use financial reserves to mitigate remaining financial consequences.

1.8 Plan Adoption, Submittal, and Availability

The Water Shortage Contingency Plan, which is included as an appendix in the 2025 Urban Water Management Plan (UWMP), was introduced and discussed with the public and City Council in the same meetings but as separate agenda items. The WSCP is intended to be a stand-alone document and as such has been adopted by the City independently of the UWMP. The WSCP may be updated as needed between the regular 5-year updates of the UWMP and no required WSCP update shall necessitate an update of the UWMP.

The City has encouraged community and public interest involvement in the WSCP using public meetings and web-based communication. A public meeting held on June 17, 2026, allowed the general public to ask questions and raise concerns regarding the WSCP. Prior to the public hearing the draft WSCP was made available for public inspection on the City's website.

The WSCP was adopted by the City Council on June 17, 2026. Copies of the adoption resolutions are provided in Exhibit C. A copy of this WSCP will be submitted to DWR within 30 days of adoption and by July 1, 2026. The adopted WSCP will be submitted electronically to DWR. An electronic or hardcopy of the adopted WSCP will also be submitted to the California State Library. No later than 30 days after submittal to DWR, copies of the WSCP will be available for public review at the City's public offices. An electronic copy of this plan will also be available for review and download on the City's website: www.roseville.ca.gov/WSCP/.

Exhibit A – City of Roseville 2023 Multi-Hazard Mitigation Plan

The most recent City of Roseville Multi-Hazard Mitigation Plan can be accessed at the link below.

https://builder1.revize.com/revize/rosevilleca/Documents/Fire/Emergency%20Preparedness/Multi%20Hazard%20Mitigation%20Plan/Roseville%20HMP%20Public%20Review%20Draft%20May%2019,%202023.pdf?t=20260306055313O

Exhibit B – City of Roseville Municipal Code 14.09



Roseville Municipal Code

Title 14 PUBLIC UTILITIES

Chapter 14.09 WATER CONSERVATION

§ 14.09.010. Short title.

This chapter may be cited as the Water Conservation and Drought Mitigation Ordinance. (Ord. 2413 § 2, 1991; Ord. 5311 § 2, 2014)

§ 14.09.020. General provisions.

A. Purpose. The purpose of this chapter is to ensure compliance with all federal, state and local requirements relating to water conservation and drought mitigation for the protection of public health, safety and welfare by:

1. Reducing the per capita water consumption throughout the City of Roseville (the "city") during years of normal precipitation and during years of drought;

2. Protecting and conserving the city's supply of water during specified times of emergency and/or crisis;

3. Minimizing and/or eliminating the waste of water through voluntary compliance or punitive action, if necessary;

4. Promoting the use of drip irrigation and other low volume irrigation methods that reduce outdoor water use by applying water more efficiently than traditional irrigation methods;

5. No person shall use, or cause to be used, any city water for landscape irrigation between the hours of 10:00 a.m. and 8:00 p.m., unless the city manager, or designee provides prior written consent to a different time limitation. A waiver may be granted for turf areas if the landscape contains too many irrigation valves to complete an irrigation event within the watering window.

6. Upon city declaration of a water shortage, the city manager, or designee, may impose revised and/or additional limitations on outdoor water use, as specified in Section 14.09.040, and no person shall use, or cause to be used, city water in violation of such limitations while the water shortage remains in effect.

B. Scope. The provisions of this chapter shall apply to all customers, users and/or recipients (hereinafter "users") of the city's potable and recycled water service within the city's territorial limits.

C. Administration and Enforcement. The city manager, or designee, including, but not limited to, an enforcement officer as defined herein, shall administer, implement, and enforce the provisions of this chapter. For purposes of this chapter an "enforcement officer" means any city employee or agent of the city with the authority to enforce any provision of this chapter and the authority to make any decision on behalf of the city manager required or called for by this chapter.

D. Compliance. All provisions of this chapter are subject to the compliance procedures set forth in this chapter unless otherwise expressly stated herein.

E. Notification. The city manager, or designee, shall determine the means by which the city shall notify its water users of drought stage determinations and any

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applicable upgrade or downgrade of such determinations or restrictions. Notification may be achieved through mass media, newspaper, public notice, mailings, utility billings or by any combination of such notice, or by other means as determined by the city manager, or designee.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 5491 § 1, 2015)

§ 14.09.030. Definition of water waste.

Any of the following acts or omissions, whether willful or negligent, shall constitute the waste of water:

A. Causing or permitting water to leak, discharge, flow or run to waste into any gutter, sanitary sewer, watercourse or public or private storm drain, or to any adjacent property, from any tap, hose, faucet, pipe, sprinkler, pond, pool, waterway, fountain or nozzle. In the case of irrigation, "discharge," "flow" or "run to waste" means that the earth intended to be irrigated has been saturated with water to the point that excess water flows over or through the earth to waste. In the case of washing, "discharge," "flow" or "run to waste" means that water in excess of that necessary to wash, wet or clean the dirty or dusty object, such as an automobile, sidewalk, or parking area, flows to waste.

B. Allowing water fixtures (including, but not limited to, toilets, faucets, shower heads) or heating or cooling devices to leak or run to waste.

C. Maintaining ponds, waterways, decorative basins or swimming pools without water recirculation devices.

D. Backwashing so as to discharge to waste swimming pools, decorative basins or ponds in excess of the frequency necessary to ensure the healthful condition of the water or in excess of that required by standards for professionally administered maintenance or to address structural considerations, as determined by the city manager, or designee.

E. Operation of an irrigation system that applies water to an impervious surface or that is in disrepair.

F. Use of a water hose not equipped with a control nozzle capable of completely shutting off the flow of water except when positive pressure is applied.

G. Irrigation of landscaping during rainfall or 48 hours after a measurable rain event. A measurable rain event is the equivalent of ¼ inch of rain in an hour.

H. Overfilling of any pond, pool or fountain which results in water discharging to waste.

(Ord. 2413 § 2, 1991; Ord. 3834 § 3, 2002; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 5491 § 2, 2015; Ord. 6500 § 3, 2022)

§ 14.09.040. Water conservation and drought stages.

The following water conservation and drought stages are hereby established:

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A. Basic Water Conservation Stage ("Basic Stage"). The basic stage shall exist when the city's water supply is adequate to meet all projected demands as determined by the city manager, or designee.

B. Stage One Drought. A stage one drought shall exist when the city's water supply is adequate to meet 90 percent of projected demands as determined by the city manager, or designee. An objective of a stage one drought condition is to reduce water usage up to 10 percent. Water shortage surcharges shall be implemented as set forth in Section 14.08.095.

C. Stage Two Drought. A stage two drought shall exist when the city's water supply is adequate to meet 80 percent of projected demands as determined by the city manager, or designee. An objective of a stage two drought condition is to reduce water usage up to 20 percent. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

D. Stage Three Drought. A stage three drought shall exist when the city's water supply is adequate to meet 70 percent of projected demands as determined by the city manager or designee. An objective of a stage three drought condition is to reduce water usage up to 30 percent. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

E. Stage Four Drought. A stage four drought shall exist when the city's water supply is adequate to meet 60 percent of projected demands as determined by the city manager or designee. An objective of a stage four drought condition is to reduce water usage up to 40 percent. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

F. Stage Five Drought. A stage five drought shall exist when the city's water supply is adequate to meet 50 percent or less of projected demands as determined by the city manager, or designee. An objective of a stage five drought condition is to reduce water usage up to 50 percent. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 3, 2015)

§ 14.09.050. Groundwater use as an alternate supply.

While the city routinely pumps relatively small volumes of groundwater during all water year types for maintenance purposes, the city may use groundwater as an alternate source of water supply to aid in meeting demands associated with dry periods, peak demands, or due to surface water supply curtailments. The city may also use groundwater as an alternate source of water supply to achieve obligations associated with the Sacramento Water Forum, American River flow standards, or when participating in groundwater banking to achieve California Water Code obligations under the Sustainable Groundwater Management Act or to be consistent with other regional or statewide objectives.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 6500 § 4, 2022)

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§ 14.09.060. Basic stage restrictions.

During the basic water conservation stage, the following restrictions shall be in force:

Water shall be used for beneficial purposes only; all unnecessary and wasteful uses (as defined in Section 14.09.030) of water are prohibited.

A. Water shall be confined to the user's property and shall not be allowed to run off to adjoining properties, or to the roadside or to the gutter. Care shall be taken not to water past the point of saturation.

B. Free-flowing hoses for all uses are prohibited. Automatic shut-off devices shall be attached on any hose or filling apparatus in use.

C. All leaks (including irrigation systems, pipes, fixtures, pools, ponds, fountains and waterways) shall be repaired within five calendar days or less if warranted by the severity of the problem as determined in the discretion of the city manager, or designee.

D. All pools, spas, and ornamental fountains/ponds shall be equipped with a recirculation pump and shall be constructed to be leak-proof. Pool draining and refilling shall be allowed only to the extent required for health, maintenance, or structural considerations, and must otherwise comply with all applicable federal, state and local stormwater management program requirements, including, but not limited to, the urban stormwater quality management and discharge control ordinance set forth in Chapter 14.20 of Title 14 of the City of Roseville Municipal Code.

E. Landscaping.

1. All landscaping installed in the City of Roseville shall comply with the water efficient landscape requirements adopted by resolution of the city council.

2. Irrigation of new landscaping shall be allowed on any day of the week for a period of 30 days after the new landscaping is planted, unless the city manager, or designee, provides prior written consent to extend this time period based on plant type and the season when the new landscaping is planted. After the 30 days, irrigation days and run times should be decreased to settings appropriate for an established landscape.

3. Upon city declaration of a water shortage, the city manager or designee may impose revised and/or additional limitations on the irrigation of new landscaping, as specified in Sections 14.09.060 through 14.09.100, and no person shall use, or cause to be used, city water in violation of such limitations while the water shortage remains in effect. A waiver may be granted to irrigate during an establishment period for actively used turf areas and/or sports fields or as approved by the city manager or designee. Allowance shall also be made for irrigation testing and repairs.

F. All site reviews shall include an evaluation of using recycled water. Recycled water

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shall be required if economically feasible.
(Ord. 2413 § 2, 1991; Ord. 2762 § 1, 1993; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 5491 § 4, 2015; Ord. 6500 § 5, 2022)

§ 14.09.070. Stage one drought restrictions.

During a stage one drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage restrictions required by Sections 14.09.030 and 14.09.060 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential users and nonresidential users shall reduce water usage up to 10 percent.

C. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation on Monday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Monday and Friday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation on Monday, Wednesday and Friday of each week, if needed.

D. Nonresidential water users (including, without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation on Tuesday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Tuesday and Thursday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation on Tuesday, Thursday and Saturday of each week, if needed.

E. The limitations specified in subsections C and D shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near

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the root zone of plants.

F. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

G. City park sites shall, as an aggregate, reduce usage up to 10 percent.

H. Washing streets, parking lots, driveways, sidewalks or buildings, except as necessary for health or sanitary purposes or pursuant to a term or condition in a permit issued by a state or federal agency, is prohibited.

I. Water shall not be served at restaurants except by request.

J. Water shortage surcharges shall be implemented as set forth in Section 14.08.095.
(Ord. 2413 § 2, 1991; Ord. 2636 § 1, 1992; Ord. 2817 § 1, 1994; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 5, 2015; Ord. 6500 § 6, 2022)

§ 14.09.080. Stage two drought restrictions.

During a stage two drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage and stage one restrictions required by Sections 14.09.060 and 14.09.070 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential users and nonresidential landscapes shall reduce water usage up to 20 percent.

C. City park sites shall, as an aggregate, reduce usage up to 20 percent.

D. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation on Monday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Monday and Friday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation on Monday, Wednesday and Friday of each week, if needed.

E. Nonresidential water users (including, without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to the Environmental Utilities-Water Efficiency Section for a different irrigation pattern:

1. 1st day of November – last day of February: up to one day per week irrigation

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on Tuesday of each week, if needed.

2. 1st day of March – last day of April and 1st day of September – last day of October: up to two days per week irrigation on Tuesday and Thursday of each week, if needed.

3. 1st day of May – last day of August: up to three days per week irrigation on Tuesday, Thursday and Saturday of each week, if needed.

F. The limitations specified in subsections D and E shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

G. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

H. Washing of vehicles or boats is prohibited except:

1. When using a hose that is equipped with a control nozzle capable of completely shutting off the flow of water except when positive action or pressure to maintain the flow of water is applied; or

2. When washed in either an automatic or manual commercial car wash that recirculates its water and uses high pressure/low volume wash systems.

3. Temporary car washes, held for fundraising purposes, are encouraged to partner with an automatic commercial car wash that recirculates its water and uses high pressure/low volume wash systems. If run independently, the participants must use a hose nozzle that completely shuts off the flow of water when not in use and must comply with all applicable federal, state and local stormwater management program requirements, including, but not limited to, the urban stormwater quality management and discharge control ordinance set forth in Chapter 14.20 of Title 14 of the City of Roseville Municipal Code.

I. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

(Ord. 2611 § 1, 1992; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 6, 2015; Ord. 6500 § 7, 2022)

§ 14.09.090. Stage three drought restrictions.

During a stage three drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage, stage one, and stage two restrictions required by Sections

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14.09.060, 14.09.070 and 14.09.080 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential users and nonresidential landscapes are to reduce water usage up to 30 percent.

C. City park sites shall, as an aggregate, reduce usage up to 30 percent.

D. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of September – last day of April: up to one day per week irrigation on Monday of each week, if needed.

2. 1st day of May – last day of August: up to two days per week irrigation on Monday and Friday of each week, if needed.

E. Nonresidential water users (including, without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of September – last day of April: up to one day per week irrigation on Tuesday of each week, if needed.

2. 1st day of May – last day of August: up to two days per week irrigation on Tuesday and Thursday of each week, if needed.

F. The limitations specified in subsections D and E shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

G. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

H. New or expanded landscaping is limited to drought-tolerant trees, shrubs, and ground-cover and be irrigated using a low volume irrigation system. No new turf shall be planted, hydroseeded, or laid, unless prior written consent is received from the city manager or designee. Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

I. Except where recycled water is used, golf courses shall reduce irrigation up to 30

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percent.

J. All decorative fountains, decorative (i.e., nonswimming) pools, and decorative waterways shall be shut off. Such fountains, pools, and waterways shall not be refilled until the city has returned to the basic water conservation stage unless for preventative maintenance. Fountains, ponds or pools that are filled with recycled water are not subject to this provision. Decorative ponds that contain fish as a feature shall be exempt from this restriction as long as the system is maintained in good working order with measures taken to reduce the volume of makeup water required for evaporative losses.

K. Except where recycled or other non-potable water is used or as otherwise provided in this subsection, use of water for dust control is prohibited. Dust control shall be augmented by hardened, temporary travel routes with materials that are accepted by the city manager, city engineer, or designee. Potable water is allowed for construction water only where and to the extent required for public health and safety reasons.

L. New swimming pools and spas may be filled after construction using customer's metered water at then existing water rates. All new pools must include a means for minimizing evaporative loss, such as a pool cover, at time of final inspection by the city. After being filled with water for the first time, all pools and spas shall be subject to the requirements of Section 14.09.060(D).

M. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

N. Automobiles or equipment shall be washed only at commercial establishments that recycle their water or by equipment and means that separates debris and revives wash water for continual use.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 7, 2015; Ord. 6500 § 8, 2022)

§ 14.09.100. Stage four drought restrictions.

During a stage four drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage, stage one, stage two, and stage three restrictions required by Sections 14.09.060, 14.09.070, 14.09.080 and 14.09.090 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential customers and nonresidential landscapes are to reduce water usage up to 40 percent.

C. City park sites shall, as an aggregate, reduce usage up to 40 percent.

D. Residential water users shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written

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consent to a different irrigation pattern:

1. 1st day of September – last day of April: No irrigation allowed.

2. 1st day of May – last day of August: up to one day per week irrigation on Monday, if needed.

E. Nonresidential water users (including, without limitation, commercial, industrial, church, cemeteries, and publicly owned users) shall be permitted to irrigate with city water on the following schedule, unless the city manager, or designee, provides prior written consent to a different irrigation pattern:

1. 1st day of September – last day of April: No irrigation allowed.

2. 1st day of May – last day of August: up to one day per week irrigation on Tuesday of each week, if needed.

F. The limitations specified in subsections D and E shall not apply to a properly functioning low volume landscape irrigation system, the irrigation on container plants, trees or to the irrigation of new landscaping that is subject to the provisions of Section 14.09.060(E). Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

G. References in this section to any day of the week shall mean the period beginning at 12:00 a.m. on that day and ending 24 hours later.

H. Installation of any new landscaping is prohibited unless irrigation is provided through connection to an active recycled water system. In the case of new construction, the city's building official will issue a temporary final upon completion of the structural development of the property. When the city has returned to a stage two drought restriction, landscaping installation can be completed and a building final will become available upon inspection by the city.

I. Except where recycled water is used, golf courses shall reduce irrigation up to 40 percent.

J. Automobiles or equipment shall be washed only at commercial establishments that recycle their water or by equipment and means that separates debris and recycles wash water for continual use.

K. Existing pools shall not be emptied and refilled using city water unless required for health or safety reasons until the city has returned to a stage two drought restriction. Pools may be refilled only to the extent necessary to replace evaporative losses.

L. No commitments shall be made to provide water service as part of any new land use entitlement (general plan, specific plan or amendments requesting new water allocations) until the city has returned to a stage two drought restriction. Currently approved specific plans with accompanying development agreements and projects

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or properties that have received water allocations in advance of full entitlements may be issued building permits so long as they comply with the remainder of this chapter.

M. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 8, 2015; Ord. 6500 § 9, 2022)

§ 14.09.110. Stage five drought restrictions.

During a stage five drought, the following restrictions may be required, as determined by the city manager and upon notification pursuant to Section 14.09.020(E):

A. All basic stage, or stage one, stage two, stage three and stage four restrictions required by Sections 14.09.060, 14.09.070, 14.09.080, 14.09.090 and 14.09.100 shall continue in place, except to the extent they are replaced by more restrictive conditions imposed by this section.

B. Residential customers and nonresidential landscapes are to reduce water usage up to 50 percent.

C. Except where recycled water is used, water users shall reduce landscape irrigation as follows:

1. Turf shall not be irrigated.

2. Trees and shrubs may be irrigated with a properly functioning low volume landscape irrigation system or by use of a handheld hose equipped with a nozzle capable of completely shutting off the flow of water except when positive action or pressure to maintain the flow of water is applied. Low volume irrigation means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as point source drip and in-line drip lines or soaker hose. These systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

D. Filling new or existing swimming pools and spas with city water is prohibited.

E. Water shortage surcharges and excess water use charges shall be implemented as set forth in Section 14.08.095.

(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 4724 § 3, 2009; Ord. 5311 § 2, 2014; Ord. 5491 § 9, 2015; Ord. 6500 § 10, 2022)

§ 14.09.120. Determination of drought tolerance.

Where this chapter permits or prohibits acts based upon whether or not a planting, tree, shrub, or groundcover is "drought tolerant" the determination shall be made based upon Sunset's *Western Garden Book* (most recent edition), or UC Davis Arboretum's "All Stars" plant database (www.arboretum.ucdavis.edu). Where this chapter permits or

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prohibits acts based upon whether a form of irrigation is "low volume drip irrigation" the determination shall be made by the director, or designee, whose determination shall be final.
(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 6500 § 11, 2022)

§ 14.09.130. Determination of landscape water consumption reductions.

Whenever this chapter requires a reduction in consumption of water for irrigation purposes, the base year for measurement shall be the last year that the basic water conservation stage was in effect or a date specified by the Governor or state agency. If that data is not available for a property, allocations will be based on water use for similar properties. The city manager or designee may elect to base a reduction on the base year or on a landscape water consumption calculation if use was, in the city manager's or designee's, sole opinion, either excessive or extraordinarily low. For landscaping installed subsequent to the base year, the calculations shall be based on landscape water consumption calculations submitted with the landscape plan, or water consumption the previous year, whichever is less.
(Ord. 2413 § 2, 1991; Ord. 2817 § 1, 1994; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 5491 § 10, 2015)

§ 14.09.140. Violations.

It is unlawful for any user and/or person to violate any provision or fail to comply with any of the requirements of this chapter. Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall constitute a violation of this chapter. A violation of the provisions of this chapter shall occur irrespective of the negligence or intent of the violator and a violation of or failure to comply with any of the requirements of this chapter may be charged as either an infraction or a misdemeanor in the discretion of the city attorney.
(Ord. 2413 § 2, 1991; Ord. 3834 § 3, 2002; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014)

§ 14.09.150. Enforcement authority.

A. Whenever the city manager, or designee (including, but not limited to, an enforcement officer), determines that a user and/or person has violated any provision of, or failed to meet a requirement of, this chapter, an administrative citation pursuant to Chapter 2.50 or a written compliance order pursuant to Chapter 2.52 may be issued to any user and/or person responsible for the violation.

B. Any compliance order issued may require without limitation any or all of the following:

   1. The allocation of a particular amount of water to a given user and/or person responsible for the violation;

   2. The issuance of a fine;

   3. The installation of a flow restriction device;

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4. The performance of monitoring, analyses, and reporting;

5. That violations shall cease and desist; and/or

6. The discontinuation of water service.

The compliance order shall set forth a deadline within which the requirements of the compliance order must be completed. Said compliance order shall further advise that, should the violator fail to comply with the compliance order within the established deadline, a hearing on the compliance order shall be set.

(Ord. 2413 § 2, 1991; Ord. 2817 § 1, 1994; Ord. 3034 § 3, 2002; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014; Ord. 5491 § 11, 2015)

§ 14.09.160. Hearing.

If full compliance is not achieved within the time specified in the compliance order, a hearing on the compliance order shall be set pursuant to Chapter 2.52. All penalties and remedies authorized by Chapter 2.52 shall apply to violations of this chapter.
(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014)

§ 14.09.170. Appeal.

Any user and/or person receiving a compliance order under Section 14.09.150 may appeal the determination of the director, or designee, to a hearing panel drawn from the membership of the board of appeals. The notice of appeal must be received by the city's environmental utilities department within 10 days from the date of the compliance order. Notice of hearing and hearing on the appeal will be conducted pursuant to the requirements of Chapter 2.52.
(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014)

§ 14.09.180. Separate offense for each day.

Any user and/or person that violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any such user and/or person commits, continues, permits, or causes a violation thereof, and shall be punished accordingly.
(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014)

§ 14.09.190. Public nuisance.

In addition to the enforcement processes and penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored by the city at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be initiated and/or taken by the city.
(Ord. 2413 § 2, 1991; Ord. 4629 § 1, 2008; Ord. 5311 § 2, 2014)

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§ 14.09.200. Remedies not exclusive.

Remedies under this chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.
(Ord. 4629 § 2, 2008; Ord. 5311 § 2, 2014)

§ 14.09.210. Judicial review.

Any decision of the hearing panel shall be final. Any user and/or person aggrieved by an order of the hearing panel may obtain review of the order in the Superior Court by filing with the Court a petition for writ of mandate within 90 days pursuant to California Code of Civil Procedure Section 1094.6.
(Ord. 4629 § 2, 2008; Ord. 5311 § 2, 2014)

§ 14.09.220. Chapter severable.

The provisions of this chapter are severable. The city council declares that it would have adopted the remainder of this chapter even if any of its provisions are declared unlawful or unenforceable.
(Ord. 4629 § 2, 2008.; Ord. 5311 § 2, 2014)

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Exhibit C – Adoption Resolutions

Resolutions will be added following final Council adoption.

City Council Communication

Meeting Date: 6/17/2026
Item #: IX.62
File #: 0400-02 & 0400-03
Item ID: 2026-494

Title:	Zoning and Subdivision Ordinance - Roseville Municipal Code Updates
Contact:	Eric Singer 916-774-5536 ejsinger@roseville.ca.us

SUMMARY

Staff recommends the City Council introduce for first reading an ordinance amending Chapters 19.10, 19.12, and 19.28 of the Roseville Municipal Code regarding Residential Zone Permitted Use Types, Commercial Zone Permitted Use Types, and Density Bonus Regulations; and introduce for first reading an Ordinance amending Chapter 18.05 of the Roseville Municipal Code regarding Ministerial Multifamily Maps. The proposed ordinance amendments will have no impact on the City's General Fund.

RECOMMENDATION

At the April 23, 2026, Planning Commission hearing, the Planning Commission reviewed the Ordinance Amendments to Title 18 of the Roseville Municipal Code. Staff recommends the City Council take the following action:

1. Introduce for first reading an Ordinance amending Chapter 18.05 of the Roseville Municipal Code regarding Ministerial Multifamily Maps.

At the April 23, 2026, Planning Commission hearing, the Planning Commission recommended that the City Council take the following action on the Zoning Ordinance:

1. Introduce for first reading an Ordinance amending Section 19.10.020 of Chapter 19.10, Section 19.12.020 or Chapter 19.12, and Chapter 19.28 of Title 19 of the Roseville Municipal Code regarding Residential Zone Permitted Use Types, Commercial Zone Permitted Use Types, and Density Bonus Regulations.

BACKGROUND

Each year, staff reviews the Zoning Ordinance to identify updates needed in response to newly passed state legislation.

The following amendments to the Subdivision Ordinance are listed below (also available in the Planning Commission staff report).

Chapter 18.05 (Tentative Map Applications – Ministerial): Pursuant to AB 130, this update includes several changes to the ministerial multifamily map section. First, it allows developers to designate a "remainder parcel" that does not count towards the 10-parcel limit for small-scale subdivisions, provided it does not contain new residential development and is dedicated to servicing the housing project. Secondly, the law specifies that parcels in these subdivisions cannot be sold, leased, or financed unless they contain a new compliant residential unit, an existing legal structure, are designated for common area/open space, or are the last remaining parcel in the subdivision.

Finally, the section is being renamed from “Ministerial Multifamily Map” to “Ministerial 10-Lot Map” to reflect the fact that the amendments apply to projects in both single-family and multifamily zone districts.

The proposed amendments identified for this annual Zoning Ordinance update consist of the changes below (also available within the Planning Commission staff report).

Section 19.10.020 and Section 19.12.020 (Residential Zone and Commercial Zone Permitted Use Types): Pursuant to AB 752, this update adds a footnote specifying that a daycare center is a principally permitted use of property when co-located with multifamily housing. Additionally, this update adds a footnote clarifying that any residential units can be permitted in a commercial zone with a Conditional Use Permit if the units have been allocated within the specific plan or master plan (e.g. Campus Oaks Master Plan). It also adds a footnote clearly stating the minimum density of 25 units per acre for any multifamily units that are permitted by right in the Regional Commercial (RC) zone.

Chapter 19.28 (Residential Density Bonus): Pursuant to AB 87, SB 92, and SB 838, updates to the Density Bonus section include the following: redefining “mixed-use developments,” and stating they may not include lodging; and that deed restrictions on mixed-use developments must prohibit short rentals. Additionally, the City is removing its language requiring a Pro Forma to qualify for a density bonus. A Pro Forma is a financial document that explains the sources of income and expenses and is used to determine whether a housing project is fiscally viable. A Pro Forma used to be required in order to demonstrate that a density bonus was financially necessary but consistent with existing case law, the City has not enforced the Pro Forma requirement of the ordinance for a decade or more. As part of renewing Prohousing Designation, the California Department of Housing and Community Development requested the City delete this obsolete section of the Ordinance.

FISCAL IMPACT

The proposed ordinance amendments will have no impact on the City’s General Fund.

ENVIRONMENTAL REVIEW

The proposed Zoning Ordinance and Subdivision Ordinance amendments are policy and procedure-making activities, and the California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Eric Singer, Associate Planner

Mike Isom, Development Services Director

ATTACHMENTS:

1. Chapter 18.05 - Redlines

2. Chapter 19.10, 19.12 and 19.28 - Redlines
3. Planning Commission Staff Report

REVIEWERS:

Eric Singer, Development Services - Planning	Created/Initiated - 5/27/2026
Greg Bitter, Development Services Department	Approved - 5/28/2026
Mike Isom, Development Services Department	Approved - 5/29/2026
Kelly Aye, City Attorney Department	Approved - 6/1/2026
Katrina Six, City Clerk Department	Approved - 6/2/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 6/2/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/4/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 6/8/2026
Katrina Six, City Clerk Department	Final Approval - 6/9/2026

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 18.05 OF TITLE 18 OF THE ROSEVILLE MUNICIPAL CODE REGARDING TENTATIVE MAP APPLICATIONS-MINISTERIAL

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 18.05 of Title 18 of the Roseville Municipal Code is hereby amended to read as shown in Attachment "A"

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____

City Clerk

CHAPTER 18.05
TENTATIVE MAP APPLICATIONS—MINISTERIAL

§ 18.05.010. Tentative map required.

A tentative map shall be required wherever a final map or parcel map is required by the Subdivision Map Act, unless specifically waived by the provisions of this title or the Subdivision Map Act.

§ 18.05.020. Application required.

Whenever a tentative map is required, the subdivider shall submit to the director a complete tentative map application to be processed in accordance with the provisions of this chapter and title. An application shall be processed pursuant to Chapter 18.06 unless consistent with one of the following:

A. Ministerial Affordable Housing Map. It is a parcel map associated with a residential multi-unit (three or more units) or mixed-use housing project that provides a minimum of 20% of the units as affordable units for low, very low or extremely low income households and where the applicant agrees to enter into an affordable housing agreement prior to recordation of the parcel map (hereinafter affordable housing project),

B. Ministerial Two-Lot Single-Family Map. The application meets the following qualifying criteria for a ministerial two-lot parcel map:

    1. The parcel is located within a single-family residential zone, which are the city's single-family residential (R1) and small lot residential (RS) zones.

    2. The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40% of the lot area of the original parcel proposed for subdivision.

    3. Both newly-created parcels are a minimum of 1,200 square feet.

    4. The parcel being subdivided has not been established through prior exercise of a parcel map pursuant to this section, nor has the owner or any person acting in concert with the owner previously subdivided an adjacent parcel pursuant to this section.

    5. The proposed parcel map would not require demolition or alteration of any of the following types of housing:

        a. Housing subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

b. Housing which has been occupied by a tenant anytime within the last three years.

c. Housing subject to any form of rent or price control through a public entity's valid exercise of its police power.

d. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Government Code Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1, as may be amended from time to time, to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

6. The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, as may be amended from time to time, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

7. The parcel is not located on a site that is or contains any of the following, pursuant to Government Code Section 65913.4, subparagraphs (B) to (K), as may be amended from time to time, inclusive, of paragraph (6) of subdivision (a), as may be amended from time to time:

   a. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

   b. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

   c. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code Section 51178, as may be amended from time to time, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code, as may be amended from time to time. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179 of the Government Code, as may be amended from time to time, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

   d. A hazardous waste site that is listed pursuant to Government Code

Section 65962.5, as may be amended from time to time, or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, as may be amended from time to time, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

e. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, as may be amended from time to time), and by any local building department under Government Code Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2, as may be amended from time to time.

f. Within a special flood hazard area subject to inundation by the one percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

    i. The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction.

    ii. The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations, as may be amended from time to time.

g. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations, as may be amended from time to time.

If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site.

h. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code, as may be amended from time to time), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq., as may be amended from time to time), or other adopted natural resource protection plan.

i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the Federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq., as may be amended from time to time), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code, as may be amended from time to time), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code, as may be amended from time to time.

j. Lands under conservation easement.

C. Ministerial ~~Multifamily~~ 10-Lot Map. The application is for a ministerial map of 10 or fewer parcels resulting in 10 or fewer residential units and meets all of the following qualifying criteria:

1. The parcel is one of the following:

a. The parcel is a legal lot located within the city's multi-family residential (R3) zone and meets the following criteria:

i. The parcel is no greater than five acres.

ii. The proposed parcels are no smaller than 600 square feet.

b. The parcel is a vacant legal lot, as defined by Government Code Section 66499.41(a)(2)(A)(ii), as may be amended from time to time, located within the City's single-family residential (R1/RS) zone and meets the following criteria:

i. The parcel is no greater than 1.5 acres.

ii. The proposed parcels are no smaller than 1,200 square feet.

2. The parcel being subdivided has not been established through prior exercise of

a map pursuant to Chapter 18.05.

3. The parcel is substantially surrounded by urban uses. As defined in paragraph (2) of subdivision (a) of Section 21159.25 of the Public Resources Code, as may be amended from time to time, substantially surrounded means at least 75% of the perimeter of the project site adjoins or is separated only by an improved public right-of-way from any residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses. The remaining 25% of the perimeter of the project must adjoin or be separated only by an improved public right-of-way from parcels that have been designated for any residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses, by the Zoning Ordinance, a specific plan/ community plan, or the General Plan.

4. The project shall result in at least 66% of the maximum allowable units as projected for that parcel in the General Plan Housing Element and shall also provide at least as many low or very low income units identified in the General Plan Housing Element for the parcel (subject to a recorded affordability restriction of at least 45 years). If the parcel is not identified in the General Plan Housing Element, the project shall result in at least 66% of the maximum allowable residential density.

5. The average total area of floorspace for the proposed housing units on the lot proposed to be subdivided does not exceed 1,750 net habitable square feet. Habitable space is defined by the California Building Code, as may be amended from time to time, as a space in a building for living, sleeping, eating, or cooking (bathrooms, toilet rooms, closets, halls, storage, or utility spaces and similar areas are not included in net habitable space).

6. Any parcels proposed to be created pursuant to this section will be served by a public water system and a municipal sewer system.

7. The proposed project would not require demolition or alteration of any of the following types of housing:

    a. Housing subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

    b. Housing which has been occupied by a tenant anytime within the last five years.

    c. Housing subject to any form of rent or price control through a public entity's valid exercise of its police power.

    d. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Government Code Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1, as may be amended from time to time, to withdraw accommodations from rent or

lease within 15 years before the date that the development proponent submits an application.

8. The parcel is not located on a site that is or contains any of the following, pursuant to Government Code Section 65913.4, subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a), as may be amended from time to time:

    a. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

    b. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

    c. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code Section 51178, as may be amended from time to time, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code, as may be amended from time to time. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179 of the Government Code, as may be amended from time to time, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

    d. A hazardous waste site that is listed pursuant to Government Code Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, as may be amended from time to time, unless:

        i. The site is an underground storage tank site that received a uniform closure letter issued pursuant to subdivision (g) of Section25296.10 of the Health and Safety Code, as may be amended from time to time, based on closure criteria established by the State Water Resources Control Board for residential use or residential mixed uses.

        ii. The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section25296.10 of the Health and Safety Code, as may be amended from time to time, has otherwise determined that the site is suitable

for residential use or residential mixed uses.

e. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, as may be amended from time to time), and by any local building department under Government Code Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2, as may be amended from time to time.

f. Within a special flood hazard area subject to inundation by the one percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

   i. The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction.

   ii. The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations, as may be amended from time to time.

g. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations, as may be amended from time to time. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government

that is applicable to that site.

h. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code, as may be amended from time to time), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq., as may be amended from time to time), or other adopted natural resource protection plan.

i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the Federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq., as may be amended from time to time), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code, as may be amended from time to time), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code, as may be amended from time to time).

j. Lands under conservation easement.

9. The housing units on the lot proposed to be subdivided are to be constructed on fee simple ownership lots, as part of a common interest development, as part of a housing cooperative, or are to be owned by a community land trust, consistent with Government Code Section66499.41(a)(4), as may be amended from time to time.

10. The proposed subdivision conforms to all applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410, as may be amended from time to time)), except as otherwise expressly provided in this section, and the project conforms to Government Code Section 65852.28, as may be amended from time to time.

11. The proposed subdivision will not result in any existing dwelling unit being alienable separate from the title to any other existing dwelling unit on the lot.

12. The proposed subdivision may designate a remainder parcel, as defined under Government Code Section 66424.6, as may be amended from time to time, that retains existing land uses or structures, does not contain any new residential units, and is not exclusively dedicated to serving the housing development project. The remainder parcel shall not be counted against the 10-parcel maximum permitted.

13. No person shall sell, lease, or finance any parcel or parcels of real property resulting from a subdivision under this section separately from any other such parcel or parcels, unless each parcel that is sold, leased, or financed meets one of the following criteria:

    a. The parcel contains a residential structure completed in compliance with all applicable provisions of the California Building Standards Code that includes at least one dwelling unit.

    b. The parcel already contains an existing legally permitted

residential structure.

c. The parcel is reserved for internal circulation, open space, or common area.

~~a.~~d. The parcel is the only remaining parcel within the subdivision that is not developed with a residential structure that was completed in compliance with all applicable provisions of the California Building Standards Code.

§ 18.05.030. Application materials required.

Whenever a tentative map is required, the subdivider shall submit to the director a complete tentative map application to be processed in accordance with the provisions of this chapter and title.

A complete application shall include the following:

A. Application Form.

1. The application shall be in a form specified by the director and shall be accompanied with the correct filing fee;

2. A description of the applicant's interest in the property shall be stated on the application form;

3. A dated signature by the property owner, or owners, authorizing the processing of the application, and, if so desired by the property owner, authorizing a representative to bind the property owner on matters addressed in the application.

B. Tentative Map: Preparation, Form and Number of Copies.

1. The tentative map shall be clearly and legibly drawn and prepared by or under the direction of a registered civil engineer or licensed land surveyor.

2. The scale of the map shall be at least one inch equals 40 feet unless otherwise specified by the director. If necessary to provide the proper scale, more than one sheet may be used, but the relation of the several sheets shall be clearly shown on each.

3. No single sheet shall exceed 60 inches in length and 42 inches in width.

4. Full size copies, and one copy reduced to eight and one-half inches by 11 inches (suitable for reproduction) of the tentative map. The number of the tentative map copies shall be specified by the director.

C. The following information shall appear on the face of the tentative map:

1. The proposed subdivision name;

2. Names, addresses and telephone numbers of the record owner and subdivider of the land;

3. Name, address and telephone number of the person, firm or organization that prepared the tentative map, and the applicable registration or license number;

4. Date of preparation, north arrow and scale of the map;

5. If the tentative map is based on a survey, the date of the survey;

6. A vicinity map of appropriate scale sufficiently covering adjoining territory to clearly indicate the nearby street patterns, major access streets, property lines, and other adjacent properties in the subdivider's ownership (north arrow pointing in the same direction as the north direction of the subdivision);

7. A statement of existing and proposed zoning and general plan categories, and existing and proposed uses of the property, with the approximate areas of the proposed uses by type;

8. Boundaries and dimensions of the property(ies) involved in the subdivision, with sufficient information to locate the property(ies), and the total area of the subdivision;

9. A list of all service providers and districts, including water, sewer, electric,

natural gas, phone, cable and schools;

10. The name of all adjacent subdivisions, if any, and property lines sufficient to show their relationship to the proposed subdivision;

11. Contour lines at intervals of not more than two feet where the general slope of the property is less than 10 percent, and/or at five-foot intervals where the general slope of the property exceeds 10 percent. Contour lines shall extend beyond the tract boundaries where necessary to show drainage conditions on surrounding property which may affect the subdivision;

12. Topographic information shall be sufficient to fully show the configuration of the land and any and all depressions that present drainage problems;

13. The location and general description of any trees with notations as to their specimen type, and other significant natural features with notations as to their retention or destruction;

14. The location of all structures within the subdivision boundaries, notations if they are to remain or be removed, and their distances from other structures and existing or proposed streets and lot lines;

15. The locations, widths and purposes of all existing and proposed easements for utilities, drainage and other public or private purposes, shown by dashed lines, within and adjacent to the subdivision;

16. The location of any 100-year future floodplain. The city engineer may require additional hydrologic analysis to update or determine the boundaries of the 100-year floodplain;

17. Any area of fill or excavation and their respective quantities within the 100-year future floodplain;

18. The locations, widths and names or designations of all existing or proposed streets, alleys, pedestrian ways and other rights-of-way, whether public or private, within and adjacent to the subdivision (including the radius of each centerline curve);

19. The lines and approximate dimensions of all lots, with sequential numbers assigned to each;

20. The total number of lots (listed by phase, if applicable);

21. The total area in square footage or acreage to the nearest one-tenth acre of each lot proposed to be utilized for other than single-family or two-family housing; and

22. A statement on the face of the tentative map declaring that all easements of record are shown on the tentative map and will appear on the final maps.

D. Additional Information and Plans Required With Ministerial Tentative Map

Application. In addition, the following plans and information shall be submitted with a tentative map application:

1. A statement of proposed improvements, including all utilities and landscaping; and

2. A preliminary title report issued not more than six months prior to its submission to the city; and

3. For a ministerial two-lot map, an affidavit signed by the applicant stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the parcel map. This requirement shall not apply to an applicant that is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, as may be amended from time to time, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code, as may be amended from time to time. The affidavit shall further state that the applicant understands that uses allowed on the newly-created lots shall be limited to residential uses.

§ 18.05.040. Prefiling.

Within 30 days of receiving a tentative map application the planning department shall, in writing, determine if the application meets the requirements of Section 18.05.020 and Section 18.05.030. When an application is either ineligible for the ministerial parcel map process or is missing any required information it will not be processed. Prefiling occurs on the date that the application is received with all required information.

§ 18.05.050. Application referral.

Within five days of prefiling the director will refer copies of the tentative map application to any city department, local, state or federal agency, or other individual or group the director believes may be interested in the project. If no response is received within 21 days of the referral date, the director will assume that the outside agency, individual or group has no comments.

§ 18.05.060. Acceptance of application.

Pursuant to Government Code Section 65943, as may be amended from time to time, a tentative map application shall be accepted as complete by the director if it meets the requirements of Section 18.05.030 of this title.

Within 30 days of prefiling, the director shall send a letter to the applicant indicating:

A. If all of the required information for a tentative map application has been correctly

submitted pursuant to Section 18.05.030; and

B. All information necessary to accept a complete application and to clarify, amplify, correct or supplement the application; and

C. Suggested design changes or conditions of approval which may need to be met in order to receive approval. If the director determines additional information is required, and the additional information has not been received within six months of the letter requesting the information, then the application shall be deemed withdrawn, unless extended pursuant to Section 18.06.150.

§ 18.05.070. Application deemed "filed."

An application shall be deemed filed in accordance with Section 66452.1 of the Subdivision Map Act, as may be amended from time to time, on the date the tentative map application is accepted as complete as specified in Section 18.05.060.

§ 18.05.080. Approval by city engineer.

After an application is filed, the city engineer shall approve the tentative map based upon the minimum findings below, and in accordance with the requirements of this title.

A. The tentative map conforms to all applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410, as may be amended from time to time)), except as otherwise expressly provided in this section.

B. The tentative map conforms to objective zoning standards, objective subdivision standards, and objective design review standards, except that conformance is not required where imposition of the standards would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet, nor shall it be required to correct existing nonconforming zoning conditions.

C. The tentative map provides necessary easements for the provision of public services and facilities.

D. The parcels have access to, provide access to, or adjoin the public right-of-way.

E. The project will not have a specific, adverse impact, as defined and determined in Government Code paragraph (2) of subdivision (d) of Section 65589.5, as may be amended from time to time, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 19.10.020 OF CHAPTER 19.10 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING RESIDENTIAL ZONES, AND SECTION 19.12.020 OF CHAPTER 19.12 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMERICAL ZONES, AND CHAPTER 19.28 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING RESIDENTIAL DENISTY BONUS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 19.10.020 of Chapter 19.10 of Title 19 of the Roseville Municipal Code is hereby amended to read as shown on Attachment “A”.

SECTION 2. Section 19.12.020 of Chapter 19.12 of Title 19 of the Roseville Municipal Code is hereby amended to read as shown on Attachment “B”.

SECTION 3. Chapter 19.28 of Title 19 of the Roseville Municipal Code s hereby amended to read as shown on Attachment “C”.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____

City Clerk

§ 19.10.020. Permitted use types.

Primary uses are permitted in residential zones subject to the requirements of this title as designated below:

A. Principally permitted use, designated as "P";

B. Conditionally permitted use, designated as "CUP"; and

C. Administratively permitted use, designated as "A."

Primary use types not listed or designated by a dash (-) are not permitted in that zone district.

	R1	RS	R2	R3	RMU
AGRICULTURE AND OPEN SPACE USE TYPE					
Animal Keeping	P	P	P	P	P
Resource Protection and Restoration	P	P	P	P	P
Resource Related Recreation	P	P	P	P	P
CIVIC USE TYPES					
Community Assembly	CUP	CUP	CUP	P	P
Community Services	CUP	CUP	CUP	CUP	P
Essential Services	P	P	P	P	P
Schools, Public/ Private Elementary and Secondary	CUP	CUP	CUP	CUP	P
Power Generating Facilities[3]					
Emergency	P	P	P	P	P
Passive Power	P	P	P	P	P
RESIDENTIAL USE TYPES					
Accessory Dwelling Units[1]	P	P	P	P	P
Community Care Facilities, Small	P	P	P	P	P
Community Care Facilities, Large	A	A	A	P	P
Dwelling[5]					
Multi-Family	—	—	—	P	P

	R1	RS	R2	R3	RMU
Single-Family	P	P	P	P	P
Two-Family	—	—	P	P	P
Caretaker/ Employee Housing	P	P	P	P	P
Family Day Care Homes, Small	P	P	P	P	P
Family Day Care Homes, Large[2]	P	P	P	P	P
Long-Term Care Facility, Small[7]	P	P	P	P	P
Long-Term Care Facility, Large	A	A	A	A	A
Low-Barrier Navigation Centers[8]	—	—	—	—	P
Mobile Home Park	CUP	CUP	CUP	CUP	P
Rooming and Boarding House	—	—	—	P	P
Short-Term Rental[6]	P	P	P	P	P
COMMERCIAL USE TYPES					
Commercial Recreation, Residential Recreation Facilities	CUP	CUP	CUP	CUP	P
Community Care Facility	—	—	—	P	P
Day Care Center[9]	CUP	CUP	CUP	CUP	P
Long-Term Care Facility	—	—	—	CUP	P
Neighborhood Commercial	—	—	—	CUP	P
TRANSPORTATION AND COMMUNICATION USE TYPES					
Telecommunication Facilities[4]	A/CUP	A/CUP	A/CUP	A/CUP	A/CUP

Notes:

(1)	Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit as defined in Sections 19.08.080(F)(1) and (F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
(2)	See Chapter 19.46 for large family day care home regulations.
(3)	See Chapter 19.55 for power generating facilities requirements.
(4)	See Chapter 19.34 for antennas and communications facilities requirements.
(5)	Transitional housing and supportive housing are considered residential use types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP). For supportive housing the total floor area dedicated to administrative office space shall not exceed 25% of the total floor area and must provide the minimum supportive services/ service area defined in Government Code Section 65651, as may be amended from time to time.
(6)	Short-term rentals are only permitted in a single-family dwelling unit. See Chapter 4.25 for additional short-term rental requirements.
(7)	A long-term care facility which serves six or fewer persons shall be considered a residential use of the property.
(8)	Low-barrier navigation centers are exempt from a Design Review Permit.
(9)	A Daycare Center is a principally permitted use (P) when collocated with multifamily housing.

§ 19.12.020. Permitted use types.

Primary uses are permitted in commercial zones subject to the requirements of this title as designated below:

A. Principally permitted use, designated as "P";

B. Conditionally permitted use, designated as "CUP"; and

C. Administratively permitted use, designated as "A."

Refer to the Downtown Code for permitted uses within the CBD and HD zones.

COMMERCIAL ZONE DISTRICTS PERMITTED USES							
	BP	NC	CC	GC	HC	RC	CMU
AGRICULTURAL AND OPEN SPACE USE TYPES							
Resource Protection and Restoration	CUP	CUP	CUP	CUP	CUP	CUP	P
Resource Related Recreation	P	P	P	P	P	CUP	P
CIVIC USE TYPES							
Community Assembly	CUP	P	P	P	—	—	P
Community Services	P	CUP	P	P	P	P	P
Essential Services	P	P	P	P	P	P	P
Hospital Services							
General Hospital Services	—	—	CUP	CUP	—	—	P
Psychiatric Hospital Services	—	—	CUP	CUP	—	—	P
Libraries and Museums, Private	—	CUP	P	P	P	P	—
Public Parking Services	P	P	P	P	P	P	P
Schools							
College and University	A	—	P	P	—	P	P
Public/Private Elementary and Secondary	—	CUP	CUP	CUP	—	—	P
Social Services							

COMMERCIAL ZONE DISTRICTS PERMITTED USES							
	BP	NC	CC	GC	HC	RC	CMU
Emergency Shelter[5]	—	—	—	CUP	CUP	—	CUP
Food Distribution[3]	—	—	—	A/CUP	A/CUP	—	A/CUP
Food Service[4]	—	—	—	A/CUP	A/CUP	—	A/CUP
Power Generating Facilities[9]							
Emergency	A	A	A	A	A	A	A
Supplemental/ Individual Use	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Passive Power	P	P	P	P	P	P	P
RESIDENTIAL USE TYPES							
Accessory Dwelling Units[11]	—	P	P	P	P	—	P
Caretaker/ Employee Housing	—	CUP	CUP	CUP	CUP	CUP	P
Community Care Facilities, Small	P	P	P	P	—	P	P
Community Care Facilities, Large	CUP	CUP	CUP	CUP	—	CUP	P
Dwelling[10]							
Multi-Family[13, 14]	—	CUP/A	CUP/A	—	—	P[15]	P
Single-Family[14]	—	CUP	CUP	CUP	CUP	—	P
Two-Family[14]	—	CUP	CUP	CUP	CUP	—	P
Family Day Care Home, Small	P	P	P	P	—	P	P
Family Day Care Home, Large	—	CUP	CUP	CUP	—	—	P
Single Room Occupant	—	—	—	—	—	—	CUP
Low-Barrier Navigation Center	—	—	—	—	—	—	P
COMMERCIAL USE TYPES							
Adult-Oriented Businesses[2]	—	—	—	P	—	P	P

COMMERCIAL ZONE DISTRICTS PERMITTED USES							
	BP	NC	CC	GC	HC	RC	CMU
Animal Sales and Service							
Grooming and Pet Stores	—	P	P	P	—	P	P
Kennels	—	—	—	CUP	CUP	CUP	P
Veterinary Clinic	—	CUP	P	P	—	CUP	P
Veterinary Hospital	—	—	CUP	CUP	—	—	P
Automotive and Equipment							
Automotive Body and Equipment Repair	—	—	—	CUP	—	CUP	CUP
Automotive Rentals	—	—	—	P	P	P	P
Automotive Repairs	—	—	CUP	P	P	P	P
Automotive Sales	—	—	CUP	P	—	P	P
Car Wash and Detailing	—	—	CUP	P	—	P	P
Commercial Parking	P	—	—	P	P	—	P
Electric Vehicle Charging Center[(12)]	P	P	P	P	P	P	P
Fuel Sales[(12)]	CUP	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP
Hydrogen Fuel Sales	P	P	P	P	P	P	P
Heavy Equipment Rental and Sales	—	—	—	P	—	P	P
Banks and Financial Services	P	P	P	P	—	P	P
Bars and Drinking Places	—	—	P	P	—	P	P
Broadcasting and Recording Studios	P	—	—	P	—	—	P
Building Material Stores	—	—	CUP	P	—	P	P

COMMERCIAL ZONE DISTRICTS PERMITTED USES							
	BP	NC	CC	GC	HC	RC	CMU
Business Support Services	P	—	P	P	—	—	P
Commercial Recreation							
Amusement Center	—	CUP	P	P	—	P	P
Indoor Entertainment	—	—	P	P	—	P	P
Indoor Sports and Recreation	—	—	P	P	—	P	P
Large Amusement Complexes	—	—	—	CUP	CUP	P	P
Outdoor Entertainment	—	—	—	CUP	—	CUP	P
Outdoor Sports and Recreation	—	—	—	P	CUP	P	P
Community Care Facility	P	P	P	P	—	—	P
Day Care Center	P	P	P	P	—	P	P
Eating and Drinking Establishments							
Fast Food with Drive-Through[12]	—	—	P/CUP	P/CUP	P/CUP	P/CUP	
Convenience	P	P	P	P	P	P	P
Full Service	P	P	P	P	P	P	P
Food and Beverage Retail Sales	—	—	P	P	—	—	P
Funeral and Interment Services	—	—	P	P	—	—	P
Lodging Services	—	—	P	P	P	P	P
Long-Term Care Facility	CUP	CUP	P	P	—	—	P
Maintenance and Repair	—	P	P	P	—	—	P
Medical Services, General	P	P	P	P	P	P	P
Neighborhood Commercial	P	P	—	—	—	—	P
Nightclubs[6]	—	—	CUP	CUP	—	CUP	CUP

COMMERCIAL ZONE DISTRICTS PERMITTED USES							
	BP	NC	CC	GC	HC	RC	CMU
Nursery, Retail	—	—	—	P	—	P	P
Offices, Professional	P	P	P	P	—	P	P
Personal Services	P	P	P	P	P	P	P
Retail Sales and Services	—	—	P	P	P	P	P
Specialized Education and Training							
Vocational Training	—	—	P	P	—	—	P
Specialty Schools	—	CUP	P	P	—	P	P
Storage, Personal Storage Facility	—	—	CUP	P	—	—	P
INDUSTRIAL USE TYPES							
Laundries, Commercial	—	—	CUP	CUP	—	—	P
Printing and Publishing	—	—	—	CUP	—	—	P
Research Services	—	—	—	P	—	—	P
Wholesaling and Distribution, Light	—	—	—	P	—	—	P
TRANSPORTATION AND COMMUNICATION USE TYPES							
Heliport	CUP	CUP	CUP	CUP	CUP	CUP	P
Intermodal Facilities[8]	CUP	CUP	CUP	CUP	CUP	CUP	P
Telecommunicati Facilities[7]	nP/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP

Notes:	
(1)	Reserved.
(2)	Additional requirements are contained in Chapter 19.32.
(3)	Additional requirements are contained in Chapter 19.40.
(4)	Additional requirements are contained in Chapter 19.39.
(5)	Additional requirements are contained in Chapter 19.38.
(6)	Additional requirements are contained in Chapter 19.49.
(7)	Additional requirements are contained in Chapter 19.34.
(8)	Additional requirements are contained in Chapter 19.36.
(9)	Additional requirements are contained in Chapter 19.55.

Notes:	
(10)	Transitional housing and supportive housing are considered residential use types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP). For supportive housing the total floor area dedicated to administrative office space shall not exceed 25% of the total floor area and must provide the minimum supportive services/service area defined in Government Code Section 65651, as may be amended from time to time.
(11)	Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi family dwelling unit which has an approved CUP as defined in Section 19.08.080(F)(1) and (F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
(12)	A Conditional Use Permit is required for fast food with drive-through establishments, fuel sales establishments, or electric vehicle charging centers contiguous to: (a) proper ties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A Conditional Use Permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.
(13)	Multi-family uses are permitted with an Administrative Permit in the NC and CC zone districts when the housing development is constructed on or adjacent to a site occupied by a nonprofit organization, and a nonprofit organization will offer supportive services to the proposed residents. Examples of supportive services include transportation, child care, education assistance, and the provision of clothing and other supplies.
(14)	For sites within a specific plan or master plan, residential units are only permitted with a CUP if the specific plan or master plan has allocated units to the site. If no units are allocated or if fewer units are allocated than are proposed, a unit transfer or ~~Specific Plan Amendment~~an amendment to the specific plan or master plan is required in addition to the CUP.
(15)	Multi-family units are permitted by right in the RC zone district at minimum densities of 25 units per acre if the specific plan has al located units to the site. If no units are allocated or if fewer units are allocated than are proposed, a unit transfer or Specific Plan Amendment will be required.

CHAPTER 19.28
RESIDENTIAL DENSITY BONUS

§ 19.28.010. Purpose.

This chapter is adopted pursuant to the provisions of California Government Code Sections 65915 through 65918, as they now exist or may hereafter be amended. The purpose of adopting this chapter is to encourage affordable housing by providing the incentive of increased density and such other incentives provided by this chapter. The provisions of this chapter are intended to comply with California Government Code Sections 65915 through 65918. In the event that any provision of this chapter conflicts with California Government Code Sections 65915 through 65918, state law shall control over the conflicting provision.

§ 19.28.020. Definitions.

For the purpose of this chapter, the following words and phrases shall have the following meanings:

"Approving authority" is as defined in the Roseville Municipal Code Title 19, Zoning, Section 19.78.020.

"Child care facility" is defined as a child day care facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and school-age child care centers.

"Density bonus" is defined as an increase in density over the otherwise maximum allowable residential density under the applicable general plan designation as of the date of filing of an application for density bonus with City or, if elected by the applicant, a lesser percentage of density increase. A density bonus request shall be considered as a component of a qualified housing development.

"Development standard" is defined as the site, development, or construction standards and/or conditions of approval that apply to a residential development, and includes (but is not limited to) a height limitation, a setback requirement, a floor area ratio, an on-site open space requirement, a minimum lot area per unit requirement, or a parking ratio.

"Housing development" is defined as a development project for five or more residential units, including mixed-use developments, constructed within a large lot parcel. For the purposes of this chapter, "housing development" also includes a subdivision or common interest development as defined in Section 4100 of the Civil Code and consists of residential units or unimproved residential lots. A density bonus shall be permitted in geographic areas of the housing development other than the areas where the affordable units are located, so long as the density bonus units are located on the same large lot parcel.

"Incentive" is defined as a reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission. An incentive can be requested by the applicant for purposes of reducing the cost of

development to make the project financially feasible. The term "incentive" includes the term "concession" as that term is used in California Government Code Sections 65915 through 65918.

"Large lot parcel" is defined as that term is used in any applicable specific plan (large lot parcel is hereby generally deemed as a geographic area).

"Located within one-half mile of a major transit stop" means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this chapter, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.

"Lower income" or "lower income household" is defined as 80 percent of the area median income or less, as defined by Section 50079.5 of the California Health and Safety Code, as may be amended from time to time.

"Lower income unit" is defined as a unit with an affordable rent or payment that does not exceed 30 percent of 60 percent of area median income adjusted for family size appropriate for the unit.

"Major transit stop" is defined as a site containing any of the following: (1) an existing rail or bus rapid transit station; (2) a ferry terminal served by either a bus or rail transit service; or (3) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

"Maximum allowable residential density" or "base density" means the greatest number of units allowed under the zoning ordinance, specific plan, or land use element of the General Plan, or if a range of density is permitted, means the greatest number of units allowed by the specific zoning range, specific plan, or land use element of the General Plan applicable to the project. Density shall be determined using dwelling units per acre. However, if the applicable zoning ordinance, specific plan, or land use element of the General Plan does not provide a dwelling-units-per-acre standard for density, then the number of units shall be calculated by:

1. Estimating the realistic development capacity of the site based on the objective development standards applicable to the project, including, but not limited to, floor area ratio, site coverage, maximum building height and number of stories, building setbacks and stepbacks, public and private open space requirements, minimum percentage or square footage of any nonresidential component, and parking requirements, unless not required for the base project. Parking requirements shall include considerations regarding number of spaces, location, design, type, and circulation. A developer may provide a base density study and the City shall accept it, provided that it includes all applicable objective development standards.

2. Maintaining the same average unit size and other project details relevant to the base density study, excepting those that may be modified by waiver or concession to accommodate the bonus units, in the proposed project as in the study.

"Moderate income unit" is defined as a unit with an affordable rent or payment that does not exceed 35 percent of 120 percent of area median income adjusted for family size appropriate for the unit.

"Moderate income" or "moderate income household" is defined as 120 percent of the area median income or less, as defined in Section 50093 of the California Health and Safety Code, as may be amended from time to time.

"Senior citizen housing development" is defined as a housing project where residency is restricted to persons 62 years of age or older, or 55 years of age or older in a senior citizen housing development per Section 51.3 of the California Civil Code, as may be amended from time to time.

"Shared housing building" means a residential or mixed-use structure, with five or more shared housing units and one or more common kitchens and dining areas designed for permanent residence of more than 30 days by its tenants. The kitchens and dining areas within the shared housing building shall be able to adequately accommodate all residents. If any section of this Code further restricts the attributes of a shared housing building beyond the requirements established in this section, the Code definition shall apply to the extent that it does not conflict with the requirements of this section.

1. A "shared housing building" may include other dwelling units that are not shared housing units, provided that those dwelling units do not occupy more than 25 percent of the floor area of the shared housing building. A shared housing building may include 100 percent shared housing units.

2. A "shared housing building" may include incidental commercial uses, provided that those commercial uses are otherwise allowable and are located only on the ground floor or the level of the shared housing building closest to the street or sidewalk of the shared housing building.

"Shared housing unit" means one or more habitable rooms, not within another dwelling unit, that includes a bathroom, sink, refrigerator, and microwave, is used for permanent residence, that meets the "minimum room area" specified in Section R304 of the California Residential Code (Part 2.5 of Title 24 of the California Code of Regulations), as may be amended from time to time, and complies with the definition of "guestroom" in Section R202 of the California Residential Code, as may be amended from time to time. If a local ordinance further restricts the attributes of a shared housing building beyond the requirements established in this section, the local definition shall apply to the extent that it does not conflict with the requirements of this section.

"Total units" or "total dwelling units" means a calculation of the number of units that:

1. Excludes a unit added by a density bonus awarded pursuant to this section or any local law granting a greater density bonus.

2. Includes a unit designated to satisfy an inclusionary zoning requirement.

For purposes of calculating a density bonus granted pursuant to this section for a shared housing building, "unit" means one shared housing unit and its pro rata share of associated common area facilities.

"Unobstructed access to a major transit stop" means a resident is able to access the major transit stop without encountering natural or constructed impediments. "Natural or constructed impediments" includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.

"Very low income unit" is defined as a unit with an affordable rent or payment that does not exceed 30 percent of 50 percent of the area median income, adjusted for family size appropriate for the unit.

"Very low income" or "very low income household" is defined as 50 percent of the area median income or less, as defined in Section 50105 of the California Health and Safety Code, as may be amended from time to time.

§ 19.28.030. Application requirements.

A density bonus may be approved pursuant to a request for approval of a density bonus, provided the request complies with the provisions of this chapter. Each application for a density bonus request shall be accompanied by the following:

A. A site plan that identifies all units in the project including the location of the affordable units and the bonus units.

B. A narrative briefly describing the housing development and shall include information on:

   1. The number of units permitted under the General Plan;

   2. The total number of units proposed in the project;

   3. The number of affordable and/or senior units;

   4. The number of bonus units requested based on the tables provided in Section 19.28.050 of this chapter;

   5. A breakdown of units proposed for very low, lower, and moderate income; senior citizen or other bonus-eligible housing type listed in this chapter, and/or market rate units; and

   6. Any requested incentive(s), including an explanation as to why the incentive(s) is required for the housing development.

C. Information indicating that appropriate and sufficient infrastructure capacity (water, sewer, roadway) and water supply is available to serve the bonus units.

~~D. A pro forma illustrating the financial need for the density bonus and/or any requested incentives. The information that shall be included is as follows:~~

~~1. The project pro forma shall include, but is not limited to: capital costs, operating expenses, return on investment, revenues, loan-to-value ratio and debt coverage ratio, any contribution provided by subsidy programs, and the economic effect created by the use and income restrictions of the affordable units;~~

~~2. An appraisal report indicating the value of the density bonus and any incentive(s) requested; and~~

~~3. A source and use of funds statement identifying any projected financing gap of the project. The developer shall establish how much of the gap is covered by the density bonus units, and how much will be covered by the requested incentive(s) and/or waiver(s).~~

~~E.~~D. Any such additional information in support of a request for a density bonus as may be requested by the Planning Division.

§ 19.28.040. Eligibility for bonus.

A developer of a housing development containing five or more units may qualify for a density bonus and at least one other incentive as provided by this chapter if the developer does one of the following:

A. Agrees to construct and maintain at least five percent of the units for rental or sale dedicated to very low income households (includes a shared housing building development, in which case minimum unit size or bedroom requirements shall not conflict with the definition of "shared housing building");

B. Agrees to construct and maintain at least 10% of the units for rental or sale dedicated to lower income households (includes a shared housing building development, in which case minimum unit size or bedroom requirements shall not conflict with the definition of "shared housing building");

C. Agrees to construct and maintain at least 10% of the units of a housing development to be sold to moderate income households, provided that all units in the development are offered to the public for purchase, consistent with **Government Code** Section 65915, as may be amended from time to time;

D. Agrees to construct and maintain a senior citizen housing development, as defined in Sections 51.3 and 51.12 of the California Civil Code, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California **Civil Code**, as may be amended from time to time. For the purposes of this subparagraph, "development" includes a shared housing building development and a residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code;

E. Donates land to the City dedicated for the construction of very low income units pursuant to Section **19.28.080** of this chapter;

F. Includes a qualifying child care facility as described in Section **19.28.070** of this chapter in addition to providing housing as described in subsections **A** through **C** of this section;

G. Agrees to construct and maintain at least 10% of the units of a housing development for transitional foster youth, as defined in Section 66025.9 of the **California Education Code**, as may be amended from time to time, disabled veterans, as defined in Section 18541 of the California **Government Code**, as may be amended from time to time, or homeless persons, as defined in the Federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11301 et seq.), as may be amended from time to time, dedicated to very low income households;

H. Agrees to construct and maintain at least 20% of the units for lower income students in a student housing development pursuant to Section **19.28.085** of this chapter; or

I. Agrees to construct and maintain 100% of the units, including total units and density bonus units, but exclusive of a manager's unit or units, dedicated to lower income households, except that up to 20% of the units, including total units and density bonus units, may be dedicated to moderate income households (includes a shared housing building development).

§ 19.28.050. Density bonus calculation and allowance.

A. **State Law Preemption.** Pursuant to state law, the granting of a density bonus or the granting of a density bonus together with an incentive(s) shall not be interpreted, in and of itself, to require a General Plan amendment, specific plan amendment, rezone, or other discretionary approvals.

B. **Density Bonus Calculation.** An applicant must choose a density bonus from only one applicable affordability category in subsection C and may not combine categories with the exception of child care facilities or land donation, which may be combined with an affordable housing development.

C. **Density Bonus Allowance.** In calculating the number of units required for very low, lower and moderate income households, the density bonus units shall not be included. In no event shall a density bonus exceed 80 percent. A housing development that satisfies all applicable provisions of this chapter shall be allowed the following applicable density bonuses:

1. **Very Low Income.** The density bonus for very low income units shall be calculated as follows:

Percentage of Very Low-Income Units	Percentage Density Bonus
5	20
6	22.5

Percentage of Very Low-Income Units	Percentage Density Bonus
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

2. **Lower Income.** The density bonus for lower income units shall be calculated as follows:

Percentage of Lower Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
16	29
17	30.5
18	32
19	33.5
20	35
21	38.75
22	42.5
23	46.25
24	50

3. **Moderate Income.** The density bonus for moderate income ownership units shall be calculated as follows:

Percentage of Moderate-Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35

Percentage of Moderate-Income Units	Percentage Density Bonus
41	38.75
42	42.5
43	46.25
44	50

4. **Senior Citizen Housing Development.** The density bonus for a senior citizen housing development that provides housing for seniors consistent with Section 19.28.040 of this chapter shall be 20 percent.

5. **Child Care Facility.** A project (whether a housing, commercial, or industrial project) is eligible for a density bonus for a child care facility when in compliance with Section 19.28.070 of this chapter and California Government Code Section 65917.5.

6. **Donation of Land.** A project is eligible for the following density bonus for the donation of land when in compliance with Section 19.28.080 of this chapter:

Percentage of Very Low-Income Units	Percentage Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31

Percentage of Very Low-Income Units	Percentage Density Bonus
27	32
28	33
29	34
30	35

7. **Conversion of Apartments to Condominiums.** A project is eligible for a 25 percent density bonus for the conversion of apartments to condominiums when in compliance with California Government Code Section 65915.5

8. **Foster Youth, Disabled Veterans, and Homeless Persons.** The density bonus for a housing development for transitional foster youth, disabled veterans, or homeless persons shall be 20 percent.

9. **Students.** The density bonus for a student housing development that provides housing for students consistent with Section 19.28.085 of this chapter shall be 35 percent.

10. **One Hundred Percent Affordable.** The density bonus for a 100 percent affordable housing development consistent with Section 19.28.040(I) of this chapter shall be 80 percent of the number of units for lower income households. Except that, if the affordable housing development is located within one-half mile of a major transit stop, maximum density requirements shall not apply.

11. **Additional Density Bonus.** Projects qualifying for a density bonus pursuant to this chapter may also qualify for an additional bonus, if it meets all of the following eligibility criteria:

    a. No more than 50 percent of the housing development units shall be restricted to very low, lower, or moderate income households;

    b. The additional bonus shall include rental or for-sale units affordable to very low income households or moderate income households;

    c. The housing development conforms to any of the following:

        i. The housing development is consistent with Section 19.28.040(A) and provides 15 percent of the total units to very low income households,

        ii. The housing development is consistent with Section 19.28.040(B) and provides 24 percent of the total units to lower income households,

        iii. The housing development is consistent with Section 19.28.040(C) and provides 44 percent of the total units to moderate income households.

The additional density bonus calculation shall exclude any additional bonus units, and shall be calculated as follows:

Percentage of Very Low-Income Units	Percentage Density Bonus
5	20
6	23.75
7	27.5
8	31.25
9	35
10	38.75

Percentage of Moderate Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

§ 19.28.060. Eligibility and application requirements for incentives.

A. **Available Incentives.** A housing development qualifying for a density bonus may be entitled to at least one incentive. An incentive shall not result in a proposed project with a commercial floor area ratio that is greater than two and a half times the premises' current allowed base zone commercial floor area ratio. Incentives may include, but are not limited to:

1. A reduction in site development standards such as:

   a. Reduced minimum lot sizes and/or dimensions.

   b. Reduced minimum lot setbacks.

   c. Reduced minimum outdoor and/or private outdoor living area.

   d. Increased maximum lot coverage.

e. Increased maximum building height and/or stories.

f. Reduced on-site parking requirements.

g. Reduced street standards.

2. A reduction in architectural design requirements.

3. A density bonus greater than the amount required by this chapter.

4. Other regulatory incentives proposed by the developer or the City, which result in identifiable, financially sufficient, and actual cost reductions.

B. **Parking Requirements.** If an applicant qualifies for a density bonus pursuant to this chapter, the applicant may request, in addition to any requested incentive(s), that reduced parking requirements be applied to the project in place of the City's current parking requirements. The parking requirement is inclusive of accessible and guest parking for the entire housing development, but shall not include on-street parking spaces in the count towards the parking requirement. The housing development may provide on-site parking through tandem or uncovered parking, but not through on-street parking. In calculating the number of parking spaces required for a development, if the total number of parking spaces is other than a whole number, the number shall be rounded up to the next whole number.

1. Except as otherwise provided in this subsection, the following parking requirements shall apply:

a. One bedspace in a student housing development, as defined by Section 65915 of the Government Code, as may be amended from time to time: zero parking spaces.

b. Zero to one bedroom: one on-site parking space.

c. Two to three bedrooms: one and one-half on-site parking spaces.

d. Four or more bedrooms: two and one-half on-site parking spaces.

2. If the housing development includes at least 20% lower income units or at least 11% very low income units, is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then the parking requirement shall be one-half on-site parking space per unit.

3. If a housing development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California **Health and Safety Code** as may be amended from time to time, then no parking spaces shall be required as long as the development meets either of the following criteria:

a. The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the

development; or

b. The development is a for-rent housing development for individuals who are 62 years of age or older that complies with Sections 51.2 and 51.3 of the California **Civil Code** as may be amended from time to time, and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

4. If a housing development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California **Health and Safety Code,** as may be amended from time to time, and the development is either a special needs housing development, as defined in Section 51312 of the California **Health and Safety Code,** as may be amended from time to time, or a supportive housing development, as defined in Section 50675.14 of the California Health and Safety Code, as may be amended from time to time, then no parking spaces shall be required. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

5. Upon the request of the developer, the parking requirement (inclusive of parking for persons with a disability and guests) shall be 0.5 spaces per bedroom if all of the following are met:

   a. The housing development includes at least 40% moderate income units and at least 10% of the units of the housing development are sold to moderate income households, provided that all units in the development are offered to the public for purchase; and

   b. The housing development is located within one-half mile of a major transit stop, as defined in **Public Resources Code** Section 21155(b), as may be amended from time to time; and

   c. The residents of the development have unobstructed access to the major transit stop from the development.

C. **Eligibility for Incentives.** Incentives are available to a housing developer as follows:

1. One incentive for housing developments that: (a) restrict at least 10% of the total units to lower income households, at least five percent for very low income households, or at least 10% for persons and families of moderate income in a development in which the units are for sale; or (b) are for senior housing.

2. Once incentive or concession for projects that include at least 20% of the total units for lower income students in a student housing development. If a project includes at least 23% of the total units for lower income students in a student

housing project, the applicant shall instead receive two incentives or concessions.

3. Two incentives for housing developments that restrict at least 17% of the total units to lower income households, at least 10% for very low income households, or at least 20% for persons and families of moderate income in a development in which the units are for sale.

4. Three incentives for housing developments that restrict at least 24% of the total units for lower income households, at least 15% for very low income households, or at least 30% for persons and families of moderate income in a development in which the units are for sale.

5. Five incentives for housing developments that restrict 100% of the units, including total units and density bonus units, but exclusive of a manager's unit or units, dedicated to lower income households, except that up to 20% of the units, including total units and density bonus units, may be dedicated to moderate income households. If the project is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

6. One incentive for projects that include at least 20% of the total units for lower income students in a student housing development.

7. Four incentives for projects that include at least 16% of the units for very low income households or at least 45% for persons and families of moderate income in a development in which the units are for sale.

~~7.~~8. The City is not required to grant a concession or incentive requiring approval of, or to waive or reduce development standards otherwise applicable to, a hotel, motel, bed and breakfast inn, or other transient lodging, other than a residential hotel, as defined in Section 50519 of the Health and Safety Code, as may be amended from time to time, as part of a housing development subject to this section. For purposes of this paragraph, "other transient lodging" does not include a resident's use or marketing of their unit as short-term lodging, as defined in Section 17568.8 of the Business and Professions Code, as may be amended from time to time, subsequent to the issuance of a certificate of occupancy in a manner otherwise consistent with local law.

§ 19.28.070. Child care facilities.

A. **Child Care Facility Density Bonus.** When an applicant proposes to construct a housing development that is eligible for a density bonus under Section 19.28.040 of this chapter and California Government Code Section 65917.5, and includes a child care facility that will be located on the premises or adjacent to the housing development, the City shall grant either:

1. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the square footage of the child care facility; or

2. An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.

B. **Child Care Facility Requirements.** The City shall require, as a condition of

approving the housing development, that the following occur:

1. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the affordable units are

required to remain affordable per this chapter; and

2. Of the children who attend the child care facility, the children of very low income households, lower income households or families of moderate income households shall equal a percentage that is equal to or greater than the percentage of affordable units in the housing development that are required for very low, lower or families of moderate income households.

C. **Child Care Facility Criteria.** The City shall not be required to provide a density bonus or incentive for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.

§ 19.28.080. Donation of land.

A. **Donation of Land Density Bonus.** When a developer of a tentative subdivision map, parcel map, or other residential development donates land to the City, the developer shall be entitled to a density bonus above the otherwise maximum allowable residential density, up to a maximum of 35 percent depending on the amount of land donated (see Section 19.28.050 of this chapter). This increase shall be in addition to any increase in density permitted by Section 19.28.040 of this chapter up to a maximum combined density increase of 35 percent if an applicant seeks both the increase required by Section 19.28.040 and this section of this chapter.

B. The developer shall be eligible for the density bonus for the donation of land, if all of the following conditions are met:

1. The developer shall donate and transfer land no later than the date of approval of the final subdivision map, parcel map, or residential development application.

2. The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in the amount not less than 10 percent of the residential units in the proposed development.

3. The transferred land is at least one acre in size or of sufficient size to permit development of at least 40 units, has the appropriate general plan designation, is appropriately zoned for development as affordable housing, and is or will be served by adequate public facilities and infrastructure. The transferred land shall have appropriate zoning and development standards to make the development of the affordable units feasible. No later than the date of approval of the final subdivision map, parcel map, or of the residential development, the transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low income units on the transferred land, except that the City may subject the proposed development to subsequent design review if the design is not reviewed by the local government prior to the time of transfer.

4. The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with Section 19.28.110 of this chapter if required by financing programs or subsidy programs. The deed restriction shall also prohibit short-term rentals.

5. The land is transferred to the City or to a housing developer approved by the City. The City may require the developer to identify and transfer the land to the affordable housing developer.

6. The transferred land shall be within the boundary of the proposed development or, if the City determines appropriate, within one-quarter mile of the boundary of the proposed development.

7. A proposed source of funding for the very low income units shall be identified no later than the date of approval of the final subdivision map, parcel map, or residential development application.

§ 19.28.085. Student housing.

A. **Student Housing Density Bonus Requirements.** In order for a student housing development to be eligible for a density bonus under Section 19.28.040 of this chapter, the student housing development must meet the following requirements:

1. All units in the student housing development shall be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. The developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the City that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions.

2. The applicable 20% units shall be used for lower income students. For purposes of this clause, "lower income students" means students who have a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the California **Education Code.**

3. The rent provided in the applicable units of the development for lower income students shall be calculated at 30% of 65% of the area median income for a single-room occupancy unit type.

4. The development shall provide priority for the applicable affordable units for lower income students experiencing homelessness.

5. For student housing developments that meet the aforementioned criteria, the density bonus shall be 35% of the student housing units.

B. **Definition of Units.** For purposes of calculating a density bonus granted for a student housing development, the term "unit" means one rental bed and its pro rata share of associated common area facilities.

§ 19.28.090. General guidelines.

A. **Location of Bonus Units.** As required by California Government Code Section 65915(i), the location of density bonus units within the qualifying housing development may be at the discretion of the developer, and need not be in the same area of the project where the units for the lower income households are located as long as the density bonus units are located within the same housing development.

B. **Preliminary Review.** A developer may submit to the Planning Division a preliminary proposal for the development of housing pursuant to this chapter prior to the submittal of any formal application for a density bonus. The City shall, within 90 days of receipt of a written proposal, notify the housing developer in writing of either: (1) any specific requirements or procedures under this chapter, which the proposal has not met; or (2) the proposal is sufficient for preparation of an application for density bonus.

C. **Infrastructure and Supply Capacity.** Criteria to be considered in analyzing the requested bonus will include the availability and capacity of infrastructure (water, sewer, road capacity, etc.) and water supply to accommodate the additional density.

§ 19.28.100. Findings for approval for density bonus and/or incentive(s).

A. **Density Bonus Approval.** The following finding shall be made by the Approving Authority in order to approve a density bonus request:

1. The density bonus request meets the requirements of this chapter.

B. **Density Bonus Approval with Incentive(s).** The following findings shall be made by the Approving Authority in order to approve a density bonus and incentive(s) request:

1. The density bonus request meets the requirements of this chapter;

2. The incentive is required in order to provide affordable housing; and

3. Approval of the incentive(s) will have no specific adverse impacts upon health, safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to very low, low, and moderate income households.

C. **Denial of a Request for an Incentive(s).** The Approving Authority shall make the following findings prior to disallowing an incentive (in the case where an accompanying density bonus may be approved, or in the case of where an

incentive(s) is requested for senior housing or child care facility):

1. That the incentive is not necessary in order to provide for affordable housing costs as defined in Section 19.28.020 of this chapter, or for rents for the targeted units to be set as specified in Section 19.28.020 of this chapter.

2. That the incentive would result in specific adverse impacts upon health, safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to very low, low, and moderate income households.

3. That the incentive would be contrary to State or Federal law.

§ 19.28.110. Affordable housing agreement required.

A. **Agreement Required.** In approving a density bonus, the associated permit or tentative map shall require that an affordable housing agreement, or other form of agreement as approved by the City Attorney, effectuating the terms of affordability of the development be executed prior to effectuation of the permit or recordation of the final map.

B. **Continued Availability.** The density bonus request shall include the procedures proposed by the developer to maintain the continued affordability of all affordable income density bonus units and shall be evidenced by an affordable housing agreement as follows:

1. An applicant shall agree to, and the City shall ensure, continued affordability of all very low and low income units that qualified the applicant for the award of the density bonus for 55 years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. Rents for the lower income density bonus units shall be set at an affordable rent as defined in Section 19.28.020 of this chapter. Owner-occupied units shall be available at an affordable housing cost as defined in Section 19.28.020 of this chapter.

2. An applicant shall agree to, and the City shall ensure that, the initial occupants of the moderate income units are directly related to the receipt of the density bonus in the common interest development as defined in Section 4100 of the California Civil Code, are persons and families of moderate income, as defined in Section 19.28.020 of this chapter and that the units are offered at an affordable housing cost, as that cost is defined in Section 19.28.020 of this chapter. The City shall enforce an equity-sharing agreement unless it is in conflict with the requirements of another public funding source or law. The following apply to the equity-sharing agreement:

a. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of

appreciation. The City shall recapture any initial subsidy and its proportionate share of appreciation, which shall then be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the California Health and Safety Code, as may be amended from time to time, that promote homeownership.

b. For purposes of this subsection, the City's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

c. For purposes of this subsection, the City's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the home at the time of initial sale.

C. **Specialty Units.** In approving a density bonus for units for transitional foster youth, disabled veterans, homeless persons, and students, the associated permit or tentative map shall require that an affordable housing agreement, or other form of agreement as approved by the City Attorney, effectuating the terms of affordability of the development for 55 years be executed prior to effectuation of the permit or recordation of the final map. In addition, for units for transitional foster youth, disabled veterans and homeless persons, the units shall be provided at the same affordability level as very low income units.

ITEM 6.1: ORDINANCE AMENDMENT – CITYWIDE – ZONING AND SUBDIVISION ORDINANCE LEGISLATIVE UPDATE 2026 – PL26-0088

REQUEST

The project is an annual update to the Roseville Municipal Code Title 18 (Subdivision Ordinance) and Title 19 (Zoning Ordinance) in response to state legislation passed in 2025 and to make minor corrections and maintenance updates. The project includes amendments to the following Zoning Ordinance sections: Section 19.10.020 (Residential Zone Permitted Use Types) to add footnotes specifying that a Daycare is a principally permitted residential use of property when collocated with multifamily housing; Section 19.12.020 (Commercial Zone Permitted Use Types) to add footnotes clarifying language regarding allocation of residential units within specific and master plans; and Chapter 19.28 (Residential Density Bonus) to incorporate changes to residential density bonuses per changes to state law, as well as remove a requirement for a pro forma to obtain a density bonus. The project also includes amendments to the following Subdivision Ordinance sections: Chapter 18.05 (Tentative Map Applications – Ministerial) to rename the Ministerial Multifamily Maps section and to reflect changes in state law regarding remainder parcels and sales of parcels that have been subdivided using the process.

Applicant – City of Roseville

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the two (2) findings of fact and recommend City Council approve the Ordinance Amendment to Title 19 of the Roseville Municipal Code.
2. Review and comment on the Ordinance Amendment to Title 18 of the Roseville Municipal Code.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request.

BACKGROUND

Each year, staff reviews the Zoning Ordinance to identify needed maintenance updates, including updates needed in response to legislation. The proposed updates identified for this annual update are relatively minor, and consist of the following changes (see Exhibit A and Exhibit B):

- **Section 19.10.020 (Residential Zone Permitted Use Types)**: Pursuant to AB 752, this update adds a footnote specifying that a daycare center is a principally permitted use of property when co-located with multifamily housing.

- **Section 19.12.020 (Commercial Zone Permitted Use Types)**: This update adds a footnote clarifying that any residential units can be permitted in a commercial zone with a Conditional Use Permit if the units have been allocated within the specific plan *or master plan* (e.g. Campus Oaks Master Plan). It also adds a footnote clearly stating the minimum density of 25 units per acre for any multifamily units that are permitted by right in the Regional Commercial (RC) zone.

- **Chapter 19.28 (Residential Density Bonus)**: Pursuant to AB 87, SB 92, and SB 838, updates to the Density Bonus section include the following: redefining “mixed-use developments,” and stating they may not include lodging; and that deed restrictions on mixed-use developments must

prohibit short rentals. Additionally, the City is removing its language requiring a Pro Forma to qualify for a density bonus. A Pro Forma is a financial document that explains the sources of income and expenses and is used to determine whether a housing project is fiscally viable. A Pro Forma used to be required in order to demonstrate that a density bonus was financially necessary but consistent with existing case law, the City has not enforced the Pro Forma requirement of the ordinance for a decade or more. As part of renewing Prohousing Designation, the California Department of Housing and Community Development requested the City delete this obsolete section of the Ordinance.

- **Chapter 18.05 (Tentative Map Applications – Ministerial)**: Pursuant to AB 130, this update includes several changes to the ministerial multifamily map section. First, it allows developers to designate a "remainder parcel" that does not count towards the 10-parcel limit for small-scale subdivisions, provided it does not contain new residential development and is dedicated to servicing the housing project. Secondly, the law specifies that parcels in these subdivisions cannot be sold, leased, or financed unless they contain a new compliant residential unit, an existing legal structure, are designated for common area/open space, or are the last remaining parcel in the subdivision. Finally, the section is being renamed from “Ministerial Multifamily Map” to “Ministerial 10-Lot Map” to reflect the fact that the amendments apply to projects in both single-family and multifamily zone districts.

EVALUATION

Section 19.86.050 of the City of Roseville Zoning Ordinance requires two findings be made in order to approve a zoning ordinance amendment. The two findings are listed below in ***italicized, bold*** text and are followed by an evaluation of the project in relation to the findings. There is no advisory body for Title 18, so staff is requesting the Planning Commission review and comment on changes to Title 18 and will pass those comments on to City Council.

1. ***The project is consistent with the public interest, health, safety, or welfare of the City.***

2. ***The project is consistent with the General Plan and any applicable specific plan of the City of Roseville.***

The proposed changes to the Zoning and Subdivision Ordinance are to bring the City’s regulations into consistency with enacted state law and to make other needed maintenance updates. Annual maintenance updates ensure a clear set of regulations for both the public and for City staff. For these reasons, staff finds that the project is consistent with the public interest, health, safety, or welfare of the City and that the project is consistent with the General Plan and applicable Specific Plans.

PUBLIC OUTREACH

Staff discussed the proposed amendments at the Roseville Coalition of Neighborhood Associations (RCONA) General Board meeting of March 19, 2026. RCONA Board members did not have any questions on the subject amendments. To date, no additional comments or concerns have been received.

Consistent with noticing requirements for a citywide project a public hearing notice was published in the Press Tribune and was posted on the RCONA website.

ENVIRONMENTAL DETERMINATION

The proposed Zoning Ordinance and Subdivision Ordinance amendments are policy and procedure-making activities, and the California Environmental Quality Act (CEQA) only applies to projects which

have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

A. Consider the findings of fact as stated in the staff report and recommend City Council approve the **Title 19 ORDINANCE AMENDMENT – CITYWIDE – ZONING AND SUBDIVISION ORDINANCE LEGISLATIVE UPDATE 2026 – PL26-0088**.

B. Review and comment on the **Title 18 ORDINANCE AMENDMENT – CITYWIDE – ZONING AND SUBDIVISION ORDINANCE LEGISLATIVE UPDATE 2026 – PL26-0088**.

Exhibits

A. Subdivision Ordinance (RMC 18.05)
B. Zoning Ordinance Redlines (RMC 19.10, 19.12 and 19.28)

Note to Applicant and/or Developer: Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

City Council Communication

Meeting Date: 6/17/2026
Item #: IX.63
File #: 0215-07
Item ID: 2026-518

Title:	WB-30 Phase 1 Senior Affordable Rental Housing Project - Fee Deferrals and Government Financing Agreement
Contact:	Gina McColl 916-774-5452 gmccoll@roseville.ca.us

SUMMARY

Staff recommends approval of an extended fee deferral for an affordable housing project, adopting a fee deferral of parks fees, approving a government financing agreement and granting authority for the City Manager to execute it and all necessary documents. Staff requests an extended fee deferral in the amount of approximately $2,704,246, a fee deferral in the amount of approximately $1,188,225, and approval of a Government Financing Agreement and granting authority for City Manager to execute it and all necessary documents to effectuate its purpose for the Phase 1 of Sierra Vista Specific Plan (SVSP) WB-30 Sierra Vista Senior Affordable Rental Housing Project (a.k.a. The Riviera at Roseville West). Approval of the fee deferrals has no impact on the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt resolutions to:

1. Approve an extended fee deferral in the amount of approximately $2,704,246, plus interest;
2. Approve a fee deferral of parks impact fees in the amount of $1,188,225, plus interest; and
3. Approve a Government Financing Agreement and authorize the City Manager to execute it and all necessary documents on behalf of the City to effectuate its purpose for the Phase 1 of SVSP WB-30 Sierra Vista Senior Affordable Rental Housing project located at 3380 Pleasant Grove Boulevard.

BACKGROUND

This staff report shall serve as the economic development subsidy summary report pursuant to California Government Code Section 53083. The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development. Recently, with a goal of incentivizing affordable housing developments, City Council adopted an ordinance amending Section 4.04.040 of the Roseville Municipal Code to allow extended fee deferrals for affordable housing projects that meet the following requirements:

1. Projects shall consist of 100 percent affordable units (except manager units);
2. Projects shall comply with the City's Objective Design Standards;
3. Property owners shall agree to enter into an Affordable Housing Rental Agreement;
4. Property owners shall agree to enter into a promissory note for the deferred fee amount that is secured by a deed of trust and/or other acceptable security interest; and
5. Applicants shall follow all other requirements of Section 4.04.040, including paying a fee and

interest.

On August 13, 2025, Pine Island Apartments LLC, with a principal address at 445 Central Ave., Suite 200, Highland Park, IL 60036, through its project representative Ten South Construction, LLC, submitted a request for an extended fee deferral of City-controlled development impact fees for a 355-unit affordable apartment complex with a total fee deferral amount of approximately $4,232,551 (see attached application). The applicant now intends to phase out the project. Phase 1 consists of 225 low-income rental units within three 64-unit apartment buildings plus a clubhouse/apartment building. Phase 2 will consist of 128 units and will be submitted at a later date.

The City reviewed the current request and determined that one of the City-controlled fees (typically associated with the standard fee deferral process) did not qualify for the extended deferral program. As such, the applicant is now requesting two separate fee deferrals for Phase 1: (1) an extended fee deferral for other approved City fees totaling $2,704,246, plus interest, due no later than one year past issuance of a certificate of occupancy or three years past issuance of the first building permit, whichever is earlier, and (2) a standard fee deferral of park development fees totaling $1,188,225, plus interest, due at issuance of a Certificate of Occupancy. The application for the standard fee deferral is also attached.

In addition to the deferral noted above, a Government Financing Agreement has been prepared to memorialize the developer's commitment to meet the obligations under the Roseville Municipal Code and in the promissory note, consistent with the terms of the extended fee deferral program.

EVALUATION

The SVSP WB-30 Sierra Vista Senior Affordable Rental Housing development (aka. The Riviera at Roseville West) is proposed at 3380 Pleasant Grove Boulevard. As shown on the attached plans, the project includes construction of 355-unit affordable apartment complex (353 low-income senior units and two (2) manager units) within six buildings, with a community room, fitness center, and outdoor community area on 8.06 acres. The project meets the criteria for an affordable housing project, as it provides 100 percent of the units (except manager units) as affordable units for low income. The project has already been deemed to comply with the City's Objective Design Standards as outlined in the approved Planning entitlement issued on January 11, 2024 (PL22-0396). The Affordable Rental Housing Agreement will memorialize the commitment for the project to be 100% affordable and will appear as a separate Council action item presented by the City's Housing Division. Phase 1 of the project will consist of 225 units within four buildings on 6.035-acre Lot 1.

The City finds that the public purpose of this fee deferral is to promote the general welfare of the City and its residents by creating new jobs, expanding the range and diversity of its affordable housing, and assisting the City with its state-required Regional Housing Needs Allocation (RHNA). This fee deferral is consistent with and in furtherance of the City's Economic Development Strategy and will serve to generate increased sales tax revenue, special taxes to fund Community Facilities Districts, and job creation during construction and beyond, though exact numbers are unknown at this time.

Fee estimates have been prepared for the various buildings/building permits for Phase 1 of WB-30 Sierra Vista Senior Affordable Rental Housing project, based on the fees for Fiscal Year 2025-26. Only City-controlled impact fees are eligible for deferral. The eligible fee types and amounts are identified below:

Deferrable Fees	**Clubhouse**	**64-unit Bldgs***	
Fire Service Construction Fee	$ 24,453.76	$ 38,290.54	
Public Facilities Fee (apartments)	$ 78,540.00	$ 152,320.00	
Local Sewer Fee (apartments)	$ 15,180.00	$ 29,440.00	
Local Sewer Fee (clubhouse)	$ 3,482.20		
Water Connection Fee - Domestic	$ 167,442.00	$ 324,736.00	
Drainage Fees (Pleasant Grove Creek)	$ 17,523.33	$ 33,984.64	
Traffic Mitigation Fee	$ 48,866.40	$ 94,771.20	
Public Benefit Fee	$ 27,885.00	$ 54,080.00	
Solid Waste Fee (apartments)	$ 4,587.00	$ 8,896.00	
Solid Waste Fee (clubhouse)	$ 3,859.00		
Electric Backbone Fee (apartments)	$ 14,248.74	$ 27,633.92	
Electric Backbone Fee Three Phase (clubhouse)	$ 5,721.61		
Total Fees per Building	**$ 411,789.04**	**$ 764,152.30**	
TOTAL	**$ 411,789.04**	**$ 2,292,456.89**	**$2,704,245.93**

*three buildings with 64 units

As shown above, the total eligible fee deferral for the Phase 1 project (inclusive of the clubhouse and three

apartment buildings) totals approximately $2,704,246. The request is to allow these fees to be deferred for a maximum of one year past issuance of a certificate of occupancy or three years past issuance of the first building permit, whichever is earlier. The list of fees eligible for deferral has been vetted by the applicable City Departments and only those determined to have no impact to the budget have been included. In an effort to cover lost interest resulting from the fee deferral, there is an interest charge equal to the current market rate (at 5%, as noted in the attached agreements) that will be paid upon payment of the deferred fees. The Roseville Municipal Code (RMC) additionally identifies an administrative processing fee of $1,500 to be charged per building permit to cover staff's time of processing and tracking this request.

As noted, an additional deferral is requested for parks development impact fees. While parks fees are typically included on the list of fees eligible for deferral, it was determined during the review process of the requested extended fee deferral that these fees are needed more urgently and therefore would not qualify for the extended fee program. A separate action is therefore requested to allow the following parks fees to be deferred through the standard fee deferral process for multi-family projects. The parks development impact fees are as follows:

Deferrable Fees	**Clubhouse**	**64-unit Bldgs***	
Citywide Parks	$ 61,446.00	$ 119,168.00	
Neighborhood Parks	$ 65,538.00	$ 127,104.00	
Citywide In-Lieu	$ 42,735.00	$ 82,880.00	
Neighborhood In-Lieu	$ 4,554.00	$ 8,832.00	
Total Fees per Building	$ 174,273.00	$ 337,984.00	
TOTAL	$ 174,273.00	$ 1,013,952.00	**$ 1,188,225.00**

*three buildings with 64-units

This standard fee deferral would allow the $1,188,225 in parks development fees to be deferred to building permit final/certificate of occupancy. Interest equivalent to the City's pooled interest rate plus an administrative fee would be charged for the deferred fees. The City's Parks Recreation and Libraries Department has reviewed this request and is supportive.

Pursuant to RMC Section 4.04.040, all multi-family residential fee deferrals greater than $100,000 dollars are required to be approved by the City Council. Additionally, as mentioned above, extended fee deferrals for affordable housing projects are required to enter into a promissory note for the deferred fee amount

that is secured by a deed of trust and/or other acceptable security interest. The promissory note is signed by the developer to acknowledge their commitment to meeting the obligations for payment of fees and securing a deed of trust. To memorialize the developer's commitment to meet the obligations outlined in the promissory note, a Government Financing Agreement has been prepared (with the promissory note included as Exhibit C to the agreement).

The Government Financing Agreement is meant to ensure compliance with RMC Section 4.04.040. Council is requested to adopt a resolution approving the attached Government Financing Agreement and granting authority for City Manager to execute it and all necessary documents to effectuate its purpose for the Phase 1 of SVSP WB-30 Sierra Vista Senior Affordable Rental Housing Project at 3380 Pleasant Grove Boulevard.

FISCAL IMPACT

The requested deferrals will not result in a negative impact to the City's General Fund or the affected development impact fee programs. Administrative fees equivalent to staff's time necessary to process and track the deferrals will be charged to each associated building permit and interest will be charged on all monies deferred. Furthermore, the City's fee deferral program is an important economic development tool that facilitates new development that may not otherwise be financially feasible without this program. As a result, this program has the potential to catalyze investment that directly increases property values and results in temporary construction jobs and permanent full and part time jobs. This project is estimated to generate approximately $28,000 to $40,000 annually in local sales-tax revenue, with minimal additional property-tax revenue anticipated if the developer applies for the welfare exemption. The project is further expected to support approximately 350 construction-related jobs during the build period and 1–4 permanent on-site jobs thereafter. Additionally, this project will assist the City in meeting RHNA obligations.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15061(c)(3) and §15378. These fee deferrals and financing agreement meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

3. Enhance economic vitality
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Gina McColl, Economic Development Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Fee deferral Application

2. Extended Fee Deferral Application
3. Site from WB30-Plans
4. Resolution 26-252
5. Resolution 26-253
6. Resolution 26-254
7. Government Financing Agreement WB-30 6.8.26 (GM)
8. Extended Fee Deferral Promissory Note WB-30 6.8.26 (003)
9. Extended Fee Deferral Deed of Trust WB-30 6.8.26 (003)

REVIEWERS:

Gina McColl, Economic Development Department	Created/Initiated - 6/8/2026
Cary Camilleri, City Clerk Department	Approved - 6/8/2026
Melissa Anguiano, City Clerk Department	Approved - 6/8/2026
Gretchen Hakala, City Clerk Department	Approved - 6/8/2026
Kelly Aye, City Attorney Department	Approved - 6/9/2026
Katrina Six, City Clerk Department	Approved - 6/9/2026
Ryan DeVore, City Clerk Department	Approved - 6/9/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 6/9/2026
Michelle Sheidenberger, City Attorney Department	Approved - 6/10/2026
Dominick Casey, City Clerk Department	Approved - 6/10/2026
Katrina Six, City Clerk Department	Final Approval - 6/10/2026

CITY OF ROSEVILLE CALIFORNIA

Development Services Department
Building Inspection Division
311 Vernon Street
Roseville, California 95678-2649

Staff Use Only
Permit #: BD
Approval: □ Administrative □ Council (Reso #:____)
Interest Rate:
Date:
Technician Initials:

Commercial & Multi-Family Development Impact Fee Deferral Application

Impact Fee Deferral Program

The Impact Fee Deferral Program allows applicants to defer the payment of City controlled impact fees for new commercial & multi-family development and building expansions.

Please contact the Building Division at (916) 774-5332 prior to submitting this deferral application to obtain a fee estimate and verify the program requirements related to your project. Where deferred fees are estimated to be $99,999 or less, the Development Services Department may approve the deferral administratively. Where deferred fees are estimated to be $100,000 or more, please contact the Economic Development Department at (916) 774-5362 as City Council approval will be required. At time of submittal, please provide a copy of your fee estimate and, if applicable, a copy of the Resolution approved by Council with this completed application.

Payment of all deferred fees will be required prior to final inspection or issuance of a Certificate of Occupancy. To utilize the program, a processing charge of $975.00 will be collected at the time of permit issuance, along with an associated 3% technology fee, totaling $1,004.25. In addition, a supplemental fee totaling the City's pooled interest rate ten year average will be collected prior to final inspection to cover the financing costs of monies deferred.

By completing and signing this form you hereby agree to the program requirements, processing charge and supplemental fee, as outlined above and in Roseville Municipal Code Section 4.04.

Project Information

Address: 3380 Pleasant Grove Blvd., Roseville, CA

Specific Plan Area: WB30 Sierra Vista Lot # and APN: 496-100-027-000

Property Owner/Builder Information

Builder: Pine Island Apartments, LLC

Mailing Address: 445 Central Ave., Suite 200 Highland Park, IL 60035

Contact Person: Scott I. Canel Phone Number: (312)580-0085

Owner Signature: Scott I Canel Email: Scott@tensouth.com

CITY OF ROSEVILLE CALIFORNIA

Development Services Department
Building Inspection Division
311 Vernon Street
Roseville, California 95678-2649

Staff Use Only
Permit #: BD
Approval: ☐ Administrative ☐ Council (Reso #:____)
Interest Rate:
Date:
Technician Initials:

Affordable Housing Project Development Impact Extended Fee Deferral Application

Development Impact Fee Deferral Program

The Development Impact Fee Deferral Program allows applicants to defer the payment of City controlled impact fees for new affordable housing projects consistent with RMC Section 4.04.040(E).

Please contact the Building Division at (916) 774-5332 prior to submitting this deferral application to obtain a fee estimate and verify the program requirements related to your project. Additionally, where deferred fees are estimated to be $100,000 or more, please contact the Economic Development Department at (916) 774-5362 as City Council approval will be required. At time of submittal, please provide a copy of your fee estimate.

Payment of all deferred fees will be required no later than the earlier of: 1) one (1) year after the issuance of the first certificate of occupancy, or first final approval of a building permit if no certificate of occupancy is required, or 2) three (3) years after the issuance of the first building permit. To utilize the program, an administrative fee as established by resolution and adopted by City Council will be collected at the time of permit issuance, along with an associated 3% technology fee. Additionally, an agreement, promissory note, and deed of trust must be provided to secure the payment of the deferred fees. In addition, the city's lost interest income on deferred fees will be collected prior to final inspection to cover the financing costs of monies deferred.

By completing and signing this form you hereby agree to the program requirements, processing charge and supplemental fee, as outlined above and in Roseville Municipal Code Section 4.04.

Project Information

Address: 3380 Pleasant Grove Blvd., Roseville, CA 95747

Specific Plan Area: WB-30 Sierra Vista Lot # and APN: 496-100-027-000

Estimated construction timeframe (start/finish): October 1, 2025/April 1, 2028

Estimated date of payment of deferral fees: June 1, 2029

Property Owner/Builder Information

Builder: Pine Island Apartments LLC

Mailing Address: 445 Central Ave., Suite 200

Contact Person: Scott I. Canel Phone Number: (312)580-0085

Owner Signature: Scott I Canel Email: Scott@tensouth.com

Required Attachments:

1. Objective Design Standards (ODS) certification
2. Draft Affordable Housing Agreement

PROJECT SUMMARY

SIERRA VISTA SPECIFIC PLAN
PARCEL WB-30

TOTAL UNITS:	355
PERMITTED # OF UNITS:	237
DENSITY BONUS:	49.8%
100% SENIOR AFFORDABLE	
SITE AREA:	8.06 ACRES
DENSITY:	43.4 DU/AC

ZONING:

EXISTING:	High Density Residential (HDR) / R3
PROPOSED:	High Density Residential (HDR) / R3

BUILDING FLOOR AREA:

64-PLEX (5):	17,100 sf
	85,500 sf
CLUBHOUSE:	9,950 sf
TOTAL:	**95,450 sf**

PERCENT LOT COVERAGE: 27.2%

MAX. BUILDING HEIGHT:

64-PLEX:	50 feet
CLUBHOUSE:	50 feet

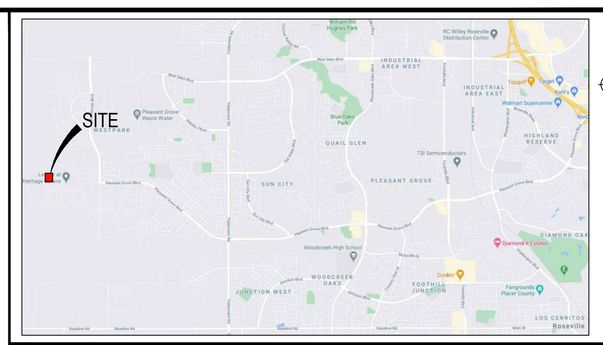
PARKING:

PARKING REQUIRED (1/UNIT + 10% GUEST):	391 SPACES
PARKING PROVIDED:	396 SPACES

WESTBROOK PARCEL WB-30

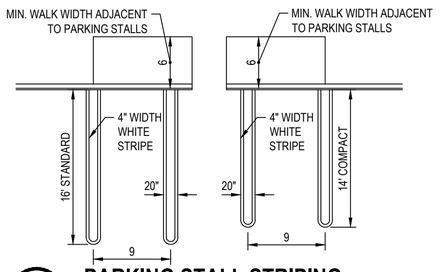
PRELIMINARY SITE PLAN

SHEET 1 of 4
DECEMBER 15, 2022



LOCATION MAP NO SCALE

MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom * Fresno
600 Coolidge Dr., Suite #140
Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com



C — PARKING STALL STRIPING — N.T.S.

WB-80
OPEN SPACE

WB-52
PARK

WB-31
HDR / R3

PHASE 2

PHASE 1

4 Stories
64 UNITS

4 Stories
35 UNITS

GRAPHIC SCALE
30 15 0 30 60
1 in = 30 ft

SANTUCCI BLVD.

PLEASANT GROVE BLVD.

20' P.U.E. PER CC MAPS 85

P.U.E. PER DD MAPS 79

BUS SHELTER EASEMENT PER DD MAPS 79

15' SHARED PARKING EASEMENT WITH WB-31

20' PUBLIC ACCESS EASEMENT PER DD MAPS 79

PROPOSED PUBLIC SEWER EASEMENT

PROPOSED P.U.E.

P.U.E. PER DD MAPS 79

R=50'(1)
Δ=90°17'00"(1) L=78.79'(1)
N45°43'46"W(1) 70.89'(1)

RESOLUTION NO. 26-252

APPROVING A FEE DEFERRAL FOR THE WB-30 PHASE 1 SENIOR AFFORDABLE HOUSING PROJECT

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development Department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development Department received a request from Pine Island Apartments, LLC, requesting a fee deferral of certain development impact fees; and

WHEREAS, the fee deferral program and California Government Code Section 53083 require City Council approval, and the program requires that the deferred fees be paid prior to the earlier of one year past issuance of a Certificate of Occupancy or three years past issuance of first building permit; and

WHEREAS, on June 17, 2026, the City Council for the City of Roseville held a public hearing, pursuant to California Government Code Section 53083, on a fee deferral for the WB-30 Phase 1 Senior Affordable Housing project with Pine Island Apartments, LLC; and

WHEREAS, staff recommends City Council approve the City fee deferral to development impact fees until final of building permit/building occupancy of approximately $2,704,246, plus interest, for the WB-30 Phase 1 Senior Affordable Housing project; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville after holding a public hearing that the City fee deferral to final of building permit/building occupancy in the approximate amount of $2,704,246, plus interest, for the WB-30 Phase 1 Senior Affordable Housing project is hereby approved.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RESOLUTION NO. 26-253

APPROVING PARK DEVELOPMENT IMPACT FEE DEFERRALS FOR THE WB-30 PHASE 1 SENIOR AFFORDABLE HOUSING PROJECT

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development Department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development Department received a request from Pine Island Apartments, LLC, requesting a fee deferral of park development impact fees; and

WHEREAS, the fee deferral program and California Government Code Section 53083 require City Council approval, and the program requires that the deferred fees be paid prior to the issuance of a Building Permit Occupancy/Final permit as applicable to each permit; and

WHEREAS, on June 17, 2026, the City Council for the City of Roseville held a public hearing, pursuant to California Government Code Section 53083, on a fee deferral to WB-30 Phase 1 Senior Affordable Housing Project with Pine Island Apartments, LLC; and

WHEREAS, staff recommends City Council approve the City fee deferral to park development impact fees until building permit final/certificate of occupancy permit of approximately $1,188,225, plus interest, for the WB-30 Phase 1 Senior Affordable Housing project; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville after holding a public hearing that the City fee deferral to building permit final/certificate of occupancy permit in the approximate amount of $1,188,225, plus interest, for the WB-30 Phase 1 Senior Affordable Housing project is hereby approved.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RESOLUTION NO. 26-254

APPROVING A GOVERNMENT FINANCING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PINE ISLAND APARTMENTS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL NECESSARY DOCUMENTS TO EFFECTUATE ITS PURPOSE ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Government Financing Agreement for the WB-30 Phase 1 Senior Affordable Housing project located at 3380 Pleasant Grove Boulevard, by and between the City of Roseville and Pine Island Apartments, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it and all necessary documents to effectuate its purpose on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE GOVERNMENT FINANCING AGREEMENT

(Project: SVSP WB-30 Phase 1 Development Impact Fee)

THIS GOVERNMENT FINANCING AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2026, by and between the City of Roseville, a municipal corporation ("City"), and Pine Island Apartments, LLC, an Indiana limited liability company, including its agents, officers, employees, volunteers, independent contractors, and subcontractors ("Developer"); and

RECITALS:

A. WHEREAS, Developer is the owner of that certain property in the City of Roseville located at 3380 Pleasant Grove Blvd., commonly known as SVSP WB-30 Phase 1, and more particularly described in Exhibit "A" hereto (the "Property"); and

B. WHEREAS, Developer agrees to develop, open, and operate an affordable housing project on the Property consisting of approximately 225 low-income rental units ("Affordable Project"); and

C. WHEREAS, the City of Roseville facilitates the payment of certain Development Impact Fee by delivery of a secured promissory note as described in Section 6 below ("Fee Obligation Program") as an incentive to encourage certain development, including specifically affordable housing projects, such as the Affordable Project. The Fee Obligation Program allows payment of certain City development impact fees as described herein; and

D. WHEREAS, Roseville Municipal Code § 4.04.040 allows the payment of certain development impact fees for an affordable housing project (as defined by Roseville Municipal Code § 4.04.040(E)) by secured promissory note payable on a date after the issuance of a certificate of occupancy, or final approval of a building permit if no certificate of occupancy is

required, but in no event later than the earlier of: 1) one (1) year after the issuance of the first certificate of occupancy for the Affordable Project or first final approval of a building permit if no certificate of occupancy is required for the Affordable Project; or 2) three (3) years after the issuance of the first building permit for the Affordable Project; and

E. WHEREAS, Developer is proposing the Affordable Project on the Property which meets the criteria of the Fee Obligation Program and has requested, and the City has agreed to allow, payment by secured promissory note, subject to the terms and conditions set forth herein and the provisions of Roseville Municipal Code § 4.04.040; and

G. WHEREAS, the City finds that the public purpose of this Agreement is to promote the general welfare of the City and its residents by creating new jobs, expanding the range and diversity of its affordable housing, and assisting the City with its State required Regional Housing Needs Allocation. This Agreement is consistent with and in furtherance of the City's Economic Development Strategy.

NOW, THEREFORE, in consideration of the foregoing Recitals and the following mutual covenants, agreements, conditions, and representations, and for valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated herein by reference.

2. Fee Obligation Amount. Under the Fee Obligation Program, Developer is eligible to pay by secured promissory note certain development impact fees in the total amount of two million seven hundred and four thousand two hundred and forty-five dollars and ninety-three cents ($2,704,245.93), as specifically detailed in Exhibit "B" attached and incorporated by reference hereto ("Obligation Fees"). Additionally, Developer must pay interest on the Obligation Fees in

the amount of five percent (5%), representing the market interest rate. City agrees to allow such payment, pursuant to Roseville Municipal Code § 4.04.040 and the terms of this Agreement.

3. Time for Payment of Obligation Fees. Developer and City agree that the Obligation Fees shall be owed and due no later than the earlier of: 1) one (1) year after the issuance of the first certificate of occupancy for the Affordable Project, or first final approval of a building permit if no certificate of occupancy is required for the Affordable Project, or 2) three (3) years after the issuance of the first building permit for the Affordable Project.

4. Affordability. Developer agrees, in return for City's agreements herein, to enter into a separate Affordable Rental Housing Agreement ("ARHA") that is acceptable to the City's Housing Division and provide one hundred (100) percent of the units, except any manager or caretaker units, as affordable units for low, very-low or extremely low income (as provided in the ARHA).

5. Objective Design Standards. Developer agrees to comply with the City's Objective Design Standards.

6. Promissory Note and Deed of Trust. Developer agrees that as security for the Obligation Fees, plus interest, it will enter into a promissory note and deed of trust in substantially the same format as attached hereto as Exhibit "C". Additionally, Developer agrees to pay all fees and costs necessary to record and maintain the promissory note and/or deed of trust including title fees, escrow fees, recording fees, etc.

7. Other laws. Developer shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the development and construction of the Affordable Project and Property and/or performance of this Agreement, including without

limitation any applicable development agreement, Roseville Municipal Code Section 4.04.040, and California Labor Code Sections 1720, et seq.

8. Indemnification. To the fullest extent allowed by law, Developer shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, or resulting from or arising out of Developer's willful misconduct or negligent act or omission while engaged in the development of the Affordable Project, or performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

Developer agrees to defend and indemnify City if, despite the parties' intent and practice, any venue, agency, or court with competent jurisdiction determines that Developer and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City. Developer's responsibility for such defense and indemnity obligations under this Section 8 shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, any insurance limits.

9. Ability to Perform. Developer agrees and represents that it has the time, ability and professional expertise to perform the development of the Affordable Project and to pay the Obligation Fees, plus interest, under this Agreement.

10. Governing Agreement. In the event of any conflict between this Agreement and any Exhibits, the provisions of this Agreement shall govern. In the event of any conflict between any of the Exhibits, the provisions of the first in order of attachment shall govern.

11. Assignment. Developer is performing unique services in developing the Affordable Project. As such, Developer shall not assign this Agreement without the prior written consent of City.

12. Independent Contractor. Developer, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of City by reason of this Agreement.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Termination of Agreement. This Agreement shall terminate upon payment of all Obligation Fees, plus interest, per the terms of this Agreement.

15. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties. The City Manager for the City, or his or her designee, shall have authority to execute any documents necessary to effectuate the purpose of this Agreement.

17. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

18. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	DEVELOPER
Melissa Anguiano	Scott Canel
City of Roseville	Pine Island Apartments LLC
Economic Development Department	445 Central Ave., Suite 200,
311 Vernon Street	Highland Park, IL 60035
Roseville, CA 95678	

Either party may amend its address for notice by giving notice to the other party in writing.

19. Time is of the Essence. The parties acknowledge that time is of the essence.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

21. Advice of Legal Counsel. Each of the parties hereto has received the advice of independent legal counsel prior to signing this Agreement. Each of the parties hereto acknowledges that neither party, or agent or attorney of a party, has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce the other party to execute this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on

the ___ day of _____, 2026, and Developer has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

PINE ISLAND APARTMENTS, LLC, an Indiana Limited Liability Company

BY: Scott I Canel
SCOTT I. CANEL
Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

EXHIBIT "A"
LEGAL DESCRIPTION
PROPOSED PARCEL 1
PAGE 1 OF 1

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Lots 1, 2 and 3, as said lots are shown and so designated on that certain Final Map entitled, "Westbrook – Phases 2 & 3", filed in Book DD of Maps, Page 79, Placer County Records, more particularly described as follows:

COMMENCING at the northwesterly corner of said Lot 1; thence from the POINT OF COMMENCEMENT, along the westerly line of said lot the following two (2) courses: (1) South 00°35'16" East 149.33 feet; (2) South 01°32'34" East 203.62 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGNNING, continuing along the westerly lines and the southerly lines of said lot the following eight (8) courses: (1) South 01°32'34" East 76.39 feet; (2) South 10°03'01" East 60.83 feet; (3) South 00°35'16" East 120.00 feet; (4) South 08°52'28" West 60.83 feet; (5) 78.79 feet along the arc of a non-tangent curve to the left, concave to the northeast, having a radius of 50.00 feet, through a central angle of 90°17'00" and subtended by a chord bearing South 45°43'46" East 70.89 feet; (6) North 89°07'43" East 223.33 feet; (7) South 84°58'18" East 120.64 feet; (8) South 89°43'32" East 105.46 feet; thence leaving said southerly lines, North 82°56'40" East 89.25 feet; thence North 89°07'43" East 1.32 feet; thence North 00°34'39" West 446.44 feet; thence South 89°25'21" West 170.00 feet; thence South 00°34'39" East 2.00 feet; thence South 89°25'21" West 354.78 feet; thence North 00°34'39" West 33.71 feet; thence South 89°25'21" West 59.28 feet; thence South 02°44'47" West 109.83 feet to the TRUE POINT OF BEGININNG.

Containing 6.035 acres, more or less.

EXHIBIT "B"
Obligation Fees

Deferrable Fees	**Clubhouse**	**64-unit Bldgs***	
Fire Service Construction Fee	$ 24,453.76	$ 38,290.54	
Public Facilities Fee (apartments)	$ 78,540.00	$ 152,320.00	
Local Sewer Fee (apartments)	$ 15,180.00	$ 29,440.00	
Local Sewer Fee (clubhouse)	$ 3,482.20		
Water Connection Fee -Domestic	$ 167,442.00	$ 324,736.00	
Drainage Fees (Pleasant Grove Creek)	$ 17,523.33	$ 33,984.64	
Traffic Mitigation Fee	$ 48,866.40	$ 94,771.20	
Public Benefit Fee	$ 27,885.00	$ 54,080.00	
Solid Waste Fee (apartments)	$ 4,587.00	$ 8,896.00	
Solid Waste Fee (clubhouse)	$ 3,859.00		
Electric Backbone Fee (apartments)	$ 14,248.74	$ 27,633.92	
Electric Backbone Fee Three Phase (clubhouse)	$ 5,721.61		
Total Fees per Building	**$ 411,789.04**	**$ 764,152.30**	
TOTAL	**$ 411,789.04**	**$ 2,292,456.89**	**$2,704,245.93**

*three buildings with 64 units

EXHIBIT "C"
Promissory Note and Deed of Trust

PROMISSORY NOTE
Extended Development Impact Fee Payment Program

$2,704,245.93 _____, 20____

FOR VALUE RECEIVED, PINE ISLAND APARTMENTS, LLC, an Indiana limited liability company, ("Developer"), hereby promises to pay to the order of the THE CITY OF ROSEVILLE, a municipal corporation, whose address is 311 Vernon Street, Roseville, California, 95678 ("City"), the sum, which represents required development impact fees, in the amount equal to two million seven hundred and four thousand two hundred and forty-five dollars and ninety-three cents ($2,704,245.93). Developer also promises to pay to the order of City accrued interest on the principal balance at the rate of five (5%) in accordance with the payment terms stipulated below.

1. **DEVELOPER'S OBLIGATION.** This Promissory Note ("Note") evidences the obligation of Developer to City for the payment of development impact fees pursuant to Roseville Municipal Code Section 4.04.040, on the project known as: _____ _____ located at _____("Project"). These development impact fees are normally due upon final approval of a building permit and are being paid per the term of this Note and the Government Financing Agreement between Developer and City, which is incorporated fully herein. Developer agrees to cause a Deed of Trust to be recorded on the property of the Project as security for this Note.

2. **TERM.** This Note shall be due and payable no later than the earlier of: 1) one (1) year after the issuance of the first certificate of occupancy for the Project, or first final approval of a building permit if no certificate of occupancy is required for the Project, or 2) three (3) years after the issuance of the first building permit for the Project.

3. **AMOUNT AND TIME OF PAYMENT.** Developer shall pay the full principal balance, plus interest at the rate of five (5%), no later than the earlier of: 1) one (1) year after the issuance of the first certificate of occupancy for the Project, or first final approval of a building permit if no certificate of occupancy is required for the Project, or 2) three (3) years after the issuance of the first building permit for the Project.

4. **LATE PAYMENTS.** If any payment under this Note is not received by City within ten (10) calendar days after the payment is due, Developer shall pay to City a late charge of five percent (5%) of such payment. Such late charge shall be immediately due and payable without demand by City.

5. **MATURITY DATE.** The full amount of the outstanding principal advanced under this Note, together with all accrued but unpaid interest thereon shall be due and payable in full, on the earliest of:

A. No later than the earlier of: 1) one (1) year after the issuance of the first certificate of occupancy for the Project, or first final approval of a building permit if no certificate of occupancy is required for the Project, or 2) three (3) years after the issuance of the first building permit for the Project; or

B. An Event of Default by Developer as defined in Paragraph 10 of this Note which has not been cured in the manner and time provided in Paragraph 11 this Note.

6. **PLACE AND MANNER OF PAYMENT.** All amounts due and payable under this Note are payable at the following address, City of Roseville Attn: Finance Department, 311 Vernon Street, Roseville, CA 95678, or at such other place as City may designate to Developer in writing from time to time, in any currency of the United States which on the date of payment is legal tender for the payment of public and private debts.

7. **PREPAYMENT OF LOAN.** No prepayment penalty will be charged to Developer for payment of any portion of this Note prior to the end of the loan term.

8. **WAIVERS BY DEVELOPER.** Presentment, notice of dishonor, and protest are waived by all makers, sureties, guarantors, and endorsers of this Note.

9. **DEFAULT AND ACCELERATION.** Developer agrees that the unpaid balance of the principal amount of this Note, together with all accrued interest thereon and charges owing, shall, at the option of City, become immediately due and payable upon any Event of Default as defined in Paragraph 10 of this Note which has not been cured pursuant to Paragraph 11 of this Note, including without limitation the failure of Developer to make any payment when due.

10. **EVENT OF DEFAULT DEFINED.** For purposes of this Note, an "Event of Default" is defined as follows:

A. Developer defaults in the payment of any principal or interest when due.

B. City discovers that Developer has failed to disclose or has misrepresented any fact deemed by City to be material or which would have prevented Developer from being eligible for this program or to pay the impact fees by the Note.

C. Developer defaults or breaches any of the terms or conditions of this Note or the Government Financing Agreement.

D. Developer becomes insolvent or bankrupt or is unable to pay its debts as they mature or makes a general assignment of or enters into any arrangement with creditors.

E. Proceedings for the appointment of a receiver, trustee or liquidator of the assets of Developer or a substantial part of such assets, being authorized or instituted by or against the Developer.

F. Proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction being authorized or instituted against Developer.

11. **CURE OF DEFAULT AND REMEDIES.** In the event of any breach or violation under this Note, City shall give written notice to Developer specifying: (a) the nature of the breach or violation; (b) the action required to cure the breach or violation, if an action to cure is possible; and (c) a date, which shall not be less than fifteen (15) calendar days from the mailing of the notice, but which such action to cure must be taken, if an action to cure is possible. If Developer fails to cure the breach or violation within the time frame specified in the notice, or if a cure is not possible, City has the right, at its election, to: (a) proceed directly against Developer to recover any and all loss, damage, liability, action, cause of action, cost or expense (including without limitation, reasonable attorneys' fees and expenses) incurred by City; or (b) pursue any other remedy allowed at law or in equity.

12. **CONSENTS AND APPROVALS.** Any consent or approval required under this Note shall not be unreasonably withheld.

13. **NOTICES.** Any notice, communications, or demands shall be in writing and may be communicated to City or Developer at the addresses set forth in the introductory paragraph of this Note.

14. **BINDING UPON SUCCESSORS.** All provisions of this Note shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees and assigns of Developer and City.

15. **NO RELATIONSHIP.** Nothing in this Note shall create any relationship between Developer and City, other than a debtor-creditor relationship. Developer and City shall not be partners, joint venturers, equity venturers, or any other form of partnership or venture.

16. **ASSIGNMENT AND ASSUMPTION.** Developer shall not assign any of its interests under this Note to any other party without the prior written consent of City. Any unauthorized assignment shall be void.

17. **GOVERNING LAW AND VENUE.** This Note shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law. Any action arising out of this Note shall be brought in Placer County, California, regardless of where else venue may lie.

18. **SEVERABILITY.** Every provision of this Note is intended to be severable. If any provision of this Note is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

19. **TIME.** Time is of the essence in this Note.

20. **ATTORNEYS' FEES AND COSTS.** In the event of any Event of Default, or any legal action is commenced to interpret or to enforce the terms of this Note, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action. In addition, Developer agrees to pay City all reasonable costs incurred in collection of amounts due under this Note which are not paid by the due date as specified herein, whether or not a legal action has been filed.

21. **WAIVER.** Any waiver by City of any obligation in this Note must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default by Developer or to pursue any remedy allowed under this Note or applicable law. Any extension of time granted to Developer to perform any obligation under this Note must be in writing signed by City and shall not operate as a waiver or release from any of Developer's obligations under the Note. Developer hereby waives all defenses and pleas on the grounds of any extensions of the time for repayment of any amounts due under this Note, unless City has granted such extensions in writing. Consent by City to any act or omission by Developer shall not be construed to be a consent to any other act or omission or to waive the requirement for City's written consent to future waivers.

22. **SUBORDINATION**. Except as expressly set forth herein, this Note, at the request of Developer and as approved by City, shall be subordinated in priority to any third-party lender having a lien on the property of the Project.

23. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Note must be in writing, and shall be effective only if executed by both Developer and City.

IN WITNESS WHEREOF, Developer has executed this Note at _____, on _____, 20_____.

DEVELOPER:

Pine Island Apartments, LLC

By:_____
Scott I. Canel, Manager

[Notarization Required]

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

ATTN: City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(EXEMPT FROM RECORDING FEES GOV'T CODE 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this_____ day of _____**,** 20___, **Between Pine Island Apartments, LLC** herein called TRUSTOR whose address is **445 Central Ave., Suite 200, Highland Park, IL**, **TITLE COMPANY**, herein called Trustee, and **CITY OF ROSEVILLE**, herein called BENEFICIARY. **Witnesseth:** That Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that real property in the City of Roseville, County of PLACER, State of California, described as:

SEE ATTACHED EXHIBIT A

APN: **496-100-027-000**

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of $2,704,245.93, any additional sums and interest thereon hereafter deferred by Beneficiary to the then record owner of said property which amounts are evidenced by a promissory note or notes, containing a recitation that this Deed of Trust secures the payment thereof, any lawful charge made by Beneficiary for a statement regarding the obligations secured hereby requested by or for Trustor, and the performance of each agreement herein contained. By the execution and delivery of this Deed of Trust and the note secured hereby, the provisions (1) to (15) inclusive, printed on pages 2 and 3 hereof, hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

Trustor request that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the address given herein.

_____
Trustor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF.....

On .....…….before me, ……..……..…… personally appeared .....……..……. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

.....
Signature

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, any interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five (5) years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby give to and confer upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed

by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

In the event of foreclosure or deed in lieu of foreclosure of prior security deed or assignment of the first mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting Trustor's ability to sell the property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the property through a foreclosure or deed in lieu of foreclosure of a prior security deed shall receive title to the property free and clear from such restrictions.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(15) Trustee shall act as Trustee under Deeds of Trust given solely for the purpose of securing obligations for the repayment of money other than corporate bonds. (California Financial Code §1590.)

REQUEST FOR RECONVEYANCE

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

…….California.....
(date)

To THE TRUSTEE NAMED ON THE REVERSE HEREOF:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

……

……

The undersigned own all the obligations secured by said Deed of Trust:

_____ _____
Beneficiary Beneficiary

_____ _____
Beneficiary Beneficiary

EXHIBIT "A"
LEGAL DESCRIPTION
PROPOSED PARCEL 1
PAGE 1 OF 1

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Lots 1, 2 and 3, as said lots are shown and so designated on that certain Final Map entitled, "Westbrook – Phases 2 & 3", filed in Book DD of Maps, Page 79, Placer County Records, more particularly described as follows:

COMMENCING at the northwesterly corner of said Lot 1; thence from the POINT OF COMMENCEMENT, along the westerly line of said lot the following two (2) courses: (1) South 00°35'16" East 149.33 feet; (2) South 01°32'34" East 203.62 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGNNING, continuing along the westerly lines and the southerly lines of said lot the following eight (8) courses: (1) South 01°32'34" East 76.39 feet; (2) South 10°03'01" East 60.83 feet; (3) South 00°35'16" East 120.00 feet; (4) South 08°52'28" West 60.83 feet; (5) 78.79 feet along the arc of a non-tangent curve to the left, concave to the northeast, having a radius of 50.00 feet, through a central angle of 90°17'00" and subtended by a chord bearing South 45°43'46" East 70.89 feet; (6) North 89°07'43" East 223.33 feet; (7) South 84°58'18" East 120.64 feet; (8) South 89°43'32" East 105.46 feet; thence leaving said southerly lines, North 82°56'40" East 89.25 feet; thence North 89°07'43" East 1.32 feet; thence North 00°34'39" West 446.44 feet; thence South 89°25'21" West 170.00 feet; thence South 00°34'39" East 2.00 feet; thence South 89°25'21" West 354.78 feet; thence North 00°34'39" West 33.71 feet; thence South 89°25'21" West 59.28 feet; thence South 02°44'47" West 109.83 feet to the TRUE POINT OF BEGININNG.

Containing 6.035 acres, more or less.